

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

DEPT: Planning and Community Development

BOARD AGENDA: 7.1
AGENDA DATE: May 21, 2019

SUBJECT:

Approval to Close the 30-Day Public Review Period and Conduct a Public Hearing to Consider Approval of the Stanislaus Urban County's Fiscal Year 2019-2020 Annual Action Plan (AAP)

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2019-0308

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

Ayes: Supervisors: Olsen, Chiesa, Berryhill, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended


2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Planning and Community Development

BOARD AGENDA:7.1
AGENDA DATE: May 21, 2019

CONSENT ☐

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval to Close the 30-Day Public Review Period and Conduct a Public Hearing to Consider Approval of the Stanislaus Urban County's Fiscal Year 2019-2020 Annual Action Plan (AAP)

STAFF RECOMMENDATION:

1. Close the 30-day public review period and conduct a public hearing.
2. Approve the draft Stanislaus Urban County's Fiscal Year 2019-2020 Annual Action Plan (AAP) for submittal to the United States Department of Housing and Urban Development (HUD).
3. Authorize the Director of Planning and Community Development to sign and submit to HUD the Applications for Federal Assistance (SF-424 and SF-424D), and Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) Program certifications.
4. Authorize the County Chief Executive Officer to sign the Fiscal Year 2019-2020 Subrecipient Agreements with each Stanislaus Urban County member.
5. Authorize the Director of Planning and Community Development to execute any related program agreements, contracts, or other documentation required for implementation of CDBG, ESG, HOME Investment Partnerships Program (HOME), and any other programs identified in the Annual Action Plan. The authorization includes the use of any program income in accordance with applicable program guidelines.
6. Authorize the Planning and Community Development Department to incorporate any comments received prior to the close of the public review period and during the public hearing in the final documents and to make alterations to the documents as directed by HUD, provided alterations are technical in nature and do not alter the approved programs or funding allocations.

DISCUSSION:

Federal and local regulations require a minimum 30-day public review period prior to local approval of an Annual Action Plan (AAP). The draft AAP was available for public comment between March 19, 2019 and April 30, 2019, at the Planning Departments of each member of the Stanislaus Urban County, and viewable online at: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm>. The revised draft version of the AAP being considered for approval is provided as Attachment 1 of this report. It includes minor formatting and grammatical revisions; along with edits to address the recently released Federal Housing and Urban Development (HUD) final funding allocation amounts, which have been proportionately adjusted within the AAP for the proposed projects and activities.

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

The Fiscal Year 2019-2020 Annual Action Plan is the fifth and final annual plan of the Stanislaus Urban County’s Fiscal Year 2015-2020 CDBG Consortium Consolidated Plan (Con Plan) and describes the specific projects and activities that will be undertaken during Fiscal Year 2019-2020. The planning and development of the Fiscal Year 2020-2025 Con Plan is currently underway.

HUD Funding Allocations - Fiscal Year 2019-2020

On April 15, 2019, HUD released the following final allocation amounts for these programs:

•	CDBG	\$2,306,059
•	ESG	<u>202,842</u>
	TOTAL	\$2,508,901

The final allocations reflect an approximately 3.5% drop in CDBG funding and 3.4% increase in ESG funding. The allocations to each respective Stanislaus Urban County member reflected in Table One below have been determined based on the above funding levels and United States Census poverty and population data.

TABLE ONE
FISCAL YEAR 2019-2020 CDBG AND ESG ALLOCATION ESTIMATES

Urban County Member/Activity	Activities	Administration	Total
Ceres	\$257,068	\$11,959	\$269,027
Hughson	128,574	11,959	140,533
Newman	146,008	11,959	157,967
Oakdale	161,101	11,959	173,060
Patterson	145,847	11,959	157,806
Waterford	133,901	11,959	145,860
Stanislaus County	641,742	321,503	963,245
Public Services	230,606		230,606
Fair Housing		25,000	25,000
Consolidated Planning Efforts		42,955	42,955
CDBG Subtotal	\$1,844,847	\$461,212	\$2,306,059
ESG	187,629	15,213	202,842
Total	\$2,032,476	\$476,425	\$2,508,901

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

As part of the proposed allocations, each of the Stanislaus Urban County members receive independent CDBG project administration funding (shown in above table) to cover administrative costs for CDBG related projects. As the lead entity with responsibility for implementing, monitoring and administering CDBG and ESG funding, Stanislaus County receives the majority of the available CDBG administrative funding;

which is capped at 20% of the overall CDBG allocation. HUD recognizes Stanislaus County as the sole grantee responsible for administration and oversight of CDBG and ESG funds. Accordingly, the County's Planning and Community Development Department is responsible for the receipt and timely expenditure of funds, environmental documentation for projects, eligibility determination of programs and those persons accessing services of the programs, and program monitoring for the Stanislaus Urban County.

As a HUD mandated requirement, the Stanislaus Urban County must provide a fair housing services program designed to address impediments to fair housing choice through education and investigation to the community. The cost of providing a fair housing services program is subject to the 20% administrative funding cap. The Stanislaus Urban County annually complies with this requirement by contracting with a fair housing service provider selected through a competitive Request for Proposal process.

Table One has been revised since the release of the draft AAP to reflect the administrative cost of the Consolidated Planning Efforts that must be undertaken during Fiscal Year 2019-2020. These efforts include preparation of the Fiscal Year 2020-2025 Con Plan, Fiscal Year 2020-2021 AAP, and an Analysis of Impediments (AI). As with the current Fiscal Year 2015-2020, the County will be partnering with the City of Turlock for preparation of a joint Con Plan and AI. To help reduce costs, the City of Modesto and the Stanislaus Regional Housing Authority (Housing Authority) will be partnering with the County and the City of Turlock in the preparing of the AI. The following is a breakdown of the total Consolidated Planning Effort Costs:

Stanislaus Urban County	\$42,955.20
City of Turlock	\$34,912.20
City of Modesto	\$11,029.80
Housing Authority	\$ 7,810.80
Total	\$96,708.00

The total costs breakdown is proportionate to the consultant's efforts for each of the jurisdictions/agencies and reflects a savings as compared to four independent efforts being undertaken. The administrative funding allocation for each of the six Urban County cities has been reduced by \$4,000 each to assist in paying for the Urban County's \$42,955 portion of the effort. Fiscal Year 2018-2019 and 2019-2020 ESG administrative funding will also be used to pay for the Urban County's portion of the effort. The Planning Department will be contracting with The Cloudburst Group for the consultant services and will enter into Memorandums of Understanding with the cities of Turlock and Modesto and the Housing Authority.

The following is an overview of the projects and activities, by funding source, to be undertaken in Fiscal Year 2019-2020:

Community Development Block Grant (CDBG) Program Funding

Stanislaus County:

On March 28, 2017, the Board of Supervisors approved prioritizing the use of CDBG funds for sewer infrastructure projects. Included in the March 28th agenda item was a discussion of a sewer project prioritization study prepared by the County's Department of Public Works using a methodology based on need, income eligibility, and cost effectiveness. Based on the results of the sewer project prioritization study, Fiscal Year 2018-2019 CDBG funds were allocated to the West Modesto Sewer Infrastructure (WMSI) Project, which includes the following top three project areas listed in the study:

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

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

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

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

Environmental review in accordance with CEQA and NEPA has been completed for the entire WMSI Project with the Board of Supervisors adopting a Negative Declaration on July 17, 2018. HUD provided the County an Authority to Use Grants Funds for the WMSI Project on August 3, 2018, that authorized the release of funds for the entire project.

For Fiscal Year 2019-2020, staff is recommending the continued allocation of funding to the WMSI Project.

Project implementation is dependent on funding availability; to ensure CDBG timeliness requirements are met, the project will be designed to allow for phased construction in order to mitigate any risk if state funding is delayed or not received. Use of CDBG funds for design without construction occurring is a liability to the County which may require repayment of funds. As such, construction progress must be balanced with design and engineering work. The design and engineering for the first project phase, the Spencer/Marshall area, is anticipated to be completed in summer of 2019 with construction commencing in as early as August 2019. The start of the sewer line construction work is being coordinated with the City of Modesto, who anticipates replacing existing water lines in this neighborhood, before the streets are reconstructed in neighborhood.

In the Rouse/Colorado area, there is an opportunity to partner with the City of Modesto, on its River Trunk Realignment Project, which includes installation of a trunk sewer line on Colorado Avenue – a trunk line serving areas outside the Rouse/Colorado area. A portion of the City's work will overlap the County's planned installation of a parallel sewer lateral needed to serve the Rouse/Colorado area. The partnership with the City of Modesto would serve to save costs by limiting reconstruction of the affected street improvements to only once. Once cost savings of the partnership are verified and a timeline for the joint effort established, a separate item will be presented to the Board for consideration. The City also anticipates replacing water lines along this road segment before the street is reconstructed.

The AAP project descriptions for the three project areas will integrate small targeted sidewalk projects, to help the County better regulate the timely expenditure of CDBG funds.

City of Ceres:

The City of Ceres plans to begin construction on the Pleasant Avenue-Central Avenue Infrastructure Improvement Project. The project is located on Pleasant Avenue and bounded by Central Avenue to the east. The project will result in the installation of curb, gutter, sidewalk and sidewalk repairs where needed and required. The City of Ceres will also continue with the planning and design of the Morrow Village Improvements Project. The project will install sidewalk and ADA ramps in an area that is generally void of any sidewalks. The project area is bounded by Moffett Road to the west, Mitchell Road to the east, Whitmore Avenue to the south and Garrison Road to the north.

City of Hughson:

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

City of Newman:

The City of Newman will continue with the planning, design and engineering for improvements to Klein Park and Steffensen Park that includes ADA improvements. These projects will also result in the installation/repair of curb, gutter, sidewalk, and driveways along with tree removal, street repair and overlay due to severe damage from tree roots within the project area.

City of Oakdale:

The City of Oakdale will continue to work on the planning, design and engineering work on the Wood Basin Area Storm Drain Improvements (formerly named Block 3 Flood

Control Project). The project will provide improved flood control measures for the area of West H Street, West I Street, South Wood Street, Wanda Way and Hinkley Avenue. Due to the overall cost and project changes, the City of Oakdale has had to accumulate a few years of CDBG funding in order to be able to proceed with the construction of the project.

City of Patterson:

The City of Patterson will begin the planning and design of the C and D Street Infrastructure Improvements Project. The project will consist of a water main replacement and installation of curb, gutter, storm drain, sidewalks and street repaving. The project is located on C and D Street and is bounded by Del Puerto Avenue to the west and Second Street. This project is part of the city's multi-phased greater Downtown Infrastructure Improvements Project.

City of Waterford:

The City of Waterford will begin the planning, design and engineering work on the Main Street Infrastructure Project. The project will consist of in-fill type infrastructure improvements including sidewalk, curb, gutter and ADA ramps. The project will also include installation of new paving between sidewalks and existing paving, installation of storm drainage, and water and sewer line improvements. The Main Street Infrastructure Project area is on the north side of Main Street between H Street and I Street.

The majority of projects proposed in the Stanislaus Urban County are not located within a Low-Moderate Area (LMA) as reflected in HUD's 2010 Census Block Group data and, as such, do not meet the LMA benefit requirements allowing projects to proceed without individual door-to-door income surveys being conducted. An income survey is needed to verify that at least 51% of the households in the project area are low-income, thus meeting CDBG income eligibility thresholds. According to HUD data, the County's proposed West Modesto Area sewer infrastructure project areas are within the qualified census tract areas, and income surveys for those areas will not be required. Unlike Stanislaus County, an income survey will be required to be completed for future projects for each Urban County city within the next two years.

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

Public Services Grants (CDBG-PSG):

CDBG funds provide the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services. These funds are for use in low income neighborhoods and for providing services to households with incomes that are 80% and

below the Area Median income (AMI). In accordance with HUD public services cap regulations which restricts the use of CDBG funds to no more than 15% of an entitlement jurisdiction's grant allocation, approximately ten percent of the total Fiscal Year 2019-2020 CDBG allocation, \$230,606, is proposed to be set-aside for this purpose. As part of this funding cycle, the Stanislaus Urban County received and reviewed fourteen competitive applications for CDBG-PSG funding. Organizations that have applied for CDBG-PSG funding include, but are not limited to, organizations that provide services to at-risk youth, seniors, and the homeless. The revised draft AAP includes CDBG-PSG funding recommendations for the following organizations:

Court Appointed Special Advocates (CASA) – Direct Services Project
Center for Human Services – Ceres Partnership-Concrete Support in Times of Need
Center for Human Services – Oakdale Family Resource Center-Crisis Support Program
Center for Human Services – Westside Family Resource Centers-Supportive Services
Children's Crisis Center – Single Parent Intervention Services @ Guardian House
Children's Crisis Center – Single Parent Intervention Services @ Marsha's House
Children's Crisis Center – Single Parent Intervention Services @ Verda's House
Disability Resource Agency for Independent Living – Assistive Technology Program (partial funding)
Parent Resource Center – Families First and More Program
The Salvation Army Red Shield – At Risk Teen Program
The Salvation Army Red Shield – Athletic and Fitness Program
United Samaritans Foundation – Daily Bread Mobile Lunch Program

The organizations recommended for funding remain the same as those listed in the draft AAP made available for public review. Attachment 2 includes a list of all CDBG-PSG grant applications, along with Emergency Solutions Grants (ESG) Program grant applications discussed later in this report, received (in order of highest to lowest ranking) with grant applications recommended for funding reflected in bold and italic print. Recommendations for funding were made by a grant review panel consisting of eight members: one representing each of the Stanislaus Urban County's seven members, and a representative from the Stanislaus Community System of Care (CSOC), the locally recognized Continuum of Care (CoC).

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

Emergency Solutions Grants (ESG) Program Funding:

As with CDBG-PSG funding, Federal ESG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services to the homeless. These funds are for providing homeless prevention assistance to individuals and households that are 30% AMI and are at risk of homelessness or are experiencing homelessness. Federal ESG funds will be used to provide operational and essential services funding for transitional and emergency homeless shelters, for the development of the Homeless Management Information System (HMIS), and to provide financial assistance, in combination with case management, to stabilize housing for persons experiencing homelessness or who are at-risk of becoming homeless.

Funding priority is given to Rapid Re-Housing grant applications that score the highest. Once the minimum HUD funding requirement is met for the Rapid Re-Housing category, Shelter and HMIS grant applications are funded according to the highest ranked score. Per HUD's ESG program regulations, a maximum of 60% of the ESG grant allocation may be used to fund shelter activities and 7.5% for HMIS activities. The County's ESG administration allowed funding amount is capped at 7.5% of the overall ESG grant allocation and that is separated from the overall funding allocation made available to service providers. This year, the Stanislaus Urban County received and reviewed six Federal ESG competitive applications for funds (the application review was conducted by the same review committee identified above for PSG funding). The draft AAP includes Federal ESG funding recommendations for the following organizations:

Community Housing and Shelter Services – Homeless Management Information System (HMIS) Data Support
We Care Program – Emergency Shelter Program
We Care Program – Homeless Prevention Rapid Re-Housing Program

The organizations recommended for funding remain the same as those listed in the draft AAP made available for public review. Upon approval, technical adjustments may be needed if a funded organization fails to meet contract requirements or is found to be ineligible to receive funds. All funding recommendations are subject to final HUD approval and funding availability. If an organization is found to no longer be eligible, funding will be awarded to the next highest-ranking organization.

In addition to the Federal ESG funding allocation, Stanislaus County is certified by the State of California's Department of Housing and Community Development (HCD) and was appointed by the local Continuum of Care (CoC), as the Administrative Entity (AE) for continued receipt of State ESG funds. These funds may be used countywide and are not limited to the Stanislaus Urban County area. As with the Federal ESG, State ESG may be used to fund service providers that assist the homeless and those at risk of homelessness whose household income is at 30% AMI or below. HCD requires Stanislaus County, as the AE, to respond to a Notice of Funding Availability (NOFA) process and submit an authorizing resolution for obtaining these funds. A request for the authorizing resolution will be presented to Board of Supervisors for consideration later this year and will include funding recommendations. The local grant application process for state ESG funding was conducted concurrent with the Federal ESG

application process based on the current estimated funding allocation amount of \$270,601. Three applications for state ESG funding were received for an amount less than the estimated funding allocation level. HCD has indicated that they will allow the Federal ESG and CDBG-PSG grant applications submitted for funding to be used by Stanislaus County in proposing funding recommendations for state ESG funds, if the proposed programs are deemed eligible by HCD. Funding recommendations for the state ESG funds will be brought to the Board of Supervisors at a later date, pending the HCD release of the NOFA for Fiscal Year 2019-2020.

Neighborhood Stabilization Program (NSP):

The Stanislaus Urban County will continue the implementation of the NSP program to increase the affordable housing stock within Stanislaus County. In Fiscal Year 2019-2020, NSP Program Income will continue to be available to all Stanislaus Urban County members to fund the removal of blighted and dangerous buildings in NSP target areas. County staff will also continue to work with the Housing Authority of the County of Stanislaus to finalize housing development on the remaining inventory of vacant properties acquired in previous years using NSP funds.

On February 27, 2018, the Board of Supervisors approved a Substantial Amendment to the NSP 1 and 3 Action Plans to fund affordable housing projects to be located on NSP acquired properties, including Oak Leaf Meadows in the City of Oakdale and three in-fill housing sites in the Modesto unincorporated area. The amendments involved approximately \$4,660,000 in NSP 1 and 3 Program Income funds. The Oak Leaf Meadows project proposal consists of 56 multi-family affordable housing units, consisting of two and three-bedroom housing units on a 3.29+/- acre property that includes a 5,000 square foot community center and a day care/ head start facility. The project plans to serve families that are income eligible (80% of the area median income (AMI)) and was awarded low income tax credit financing in late 2018. Land use entitlement approval was completed in early 2018, with construction tentatively scheduled to begin in June of 2019.

HOME Investment Partnerships Program (HOME):

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

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

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

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

The Fiscal Year 2019-2020 final HOME Consortium allocation is \$1,266,981 (allocation amount for the entire HOME Consortium), an 8.3% decrease from the previous fiscal year. Fiscal Year 2019-2020 HOME program funding will be determined and adopted by the City of Turlock and submitted for final approval to HUD via a submittal of an Annual Action Plan.

Currently, the City of Turlock contracts independently with each of the Stanislaus Urban County members. The City of Turlock's Fiscal Year 2019-2020 AAP detailing HOME activities to be undertaken and estimated funding allocations among the HOME Consortium members was presented to their City Council on April 9, 2019.

PUBLIC COMMENT

During the 30-day public review and comment period, only one public comment was received. At the County's AAP Community Meeting on March 21, 2019, a member of the public commented on the prioritization of County infrastructure projects funded by CDBG program funds. County staff explained that a Sewer Project Prioritization Study was conducted and approved by the Board of Supervisors on March 28, 2017, for project areas within the County's unincorporated area. The study took into consideration health and safety needs, cost feasibility and funding availability in the establishment of the ranking order of projects. In accordance with the Board of Supervisors adopted (August 23, 2011) Residential Neighborhood Infrastructure Project Ranking Criteria sewer projects have been given priority for CDBG infrastructure spending. Comments were also received during quarterly monitoring visits and trainings from ESG service providers on the difficulty of spending down ESG rental assistance funds due to a lack of affordable rental units in the County. Service providers also provided comments about their concerns about the Coordinated Entry System (CES) policies and procedures that are being revised.

POLICY ISSUE:

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

Federal Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) Program, Neighborhood Stabilization Program (NSP), and HOME Investment Partnerships (HOME) funding will serve to provide needed infrastructure improvements,

housing, economic development, homeless prevention, rapid re-housing, shelter and public services to individuals and families throughout Stanislaus County. These programs and services outlined in the Annual Action Plan (AAP) are consistent with the goals and objectives of the Con Plan, the County's Focus on Prevention efforts, and the General Plans, specifically the Housing Elements, of the respective Stanislaus Urban County members.

FISCAL IMPACT:

Based on the funding allocation amounts released by HUD on April 12, 2019, the Stanislaus Urban County will have available \$2,508,901 in CDBG and ESG funding in Fiscal Year 2019-2020. The AAP has been updated to reflect those changes and technical adjustments have been made proportionately to the programs.

Fiscal Year 2019-2020 CDBG funding, in addition to \$4 million in unspent encumbered prior fiscal year funding is available to the Stanislaus Urban County for the existing HUD approved projects, until it is expended. As per Federal regulations, CDBG funds must be spent within seven years and ESG funds within two years, or the funds would be released back to HUD. The oldest allocation of CDBG funds are required to be drawn first. Currently, Stanislaus County has CDBG allocated funds as far back as Fiscal Year 2014-2015 and ESG allocated funds available back to Fiscal Year 2017-2018. The AAP is a required submittal to HUD and is used to obligate the funds and establish the operational plan for the listed projects within the plan. Appropriations for Stanislaus County's allocations will be requested through the Fiscal Year 2019-2020 Proposed Budget process.

BOARD OF SUPERVISORS' PRIORITY:

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

STAFFING IMPACT:

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

CONTACT PERSON:

Angela Freitas
Planning & Community Development Director

Telephone (209) 525-6330

ATTACHMENT(S):

1. Fiscal Year 19-20 DRAFT Annual Action Plan
2. CDBG-PSG and ESG Funding Recommendations Fiscal Year 19-20

ATTACHMENT 1



STANISLAUS URBAN COUNTY

Annual Action Plan Fiscal Year 2019-2020 *for HUD Programs*

May 2019

This Annual Action Plan includes contingency provision language to explain how project/program funding amounts will be adjusted once actual funding is made available by the U.S. Department of Housing and Urban Development

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

Stanislaus County – Board of Supervisors

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



City of Ceres – City Council

Mayor Chris Vierra
Vice-Mayor Linda Ryno
Councilmember Bret Durossette
Councilmember Mike Kline
Councilmember Channce Condit



City of Hughson – City Council

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



City of Newman – City Council

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



City of Oakdale – City Council

Mayor J.R. McCarty
Councilmember Christopher Smith
Councilmember Ericka Chiara
Councilmember Cherilyn Bairos
Councilmember Richard Murdoch



City of Patterson – City Council

Mayor Deborah M. Novelli
Councilmember Dominic Farinha
Councilmember Joshua Naranjo
Councilmember Dennis McCord
Councilmember Cynthia Homen



City of Waterford – City Council

Mayor Michael Van Winkle
Vice-Mayor Jose Aldaco
Councilmember Thomas Powell
Councilmember Elizabeth Talbott
Councilmember Joseph Ewing, III



Annual Action Plan

Fiscal Year 2019-2020

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

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

GEOGRAPHIC TERMS

Throughout this document the following geographic terms will be used.

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

1. Summarize the objectives and outcomes identified in the Plan

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

NEEDS ASSESSMENT OVERVIEW

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

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

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

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

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

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

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

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

The allocation of HOME program funding to all Stanislaus Urban County members is also based on the Census data population and poverty percentages amongst jurisdictions. The City of Turlock is lead entity with responsibility for implementing and administering HOME funds for the HOME Consortium. Please refer to the City of Turlock's Fiscal Year 2019-2020 AAP for specific HOME activities. The members of the HOME Consortium use various methods to establish health and safety project priority criteria based on their unique community needs.

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

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

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

2. Evaluation of past performance

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

The Stanislaus Urban County in partnership with non-profits, the Housing Authority of the County of Stanislaus, and various service providers continue to implement and develop programs and/or activities to address the needs outlined in the Con Plan. County staff monitors and evaluates the performance of the Stanislaus Urban County's HUD programs funded with CDBG and ESG funds ensuring regulatory compliance. The following are some of the accomplishments, to date, of Fiscal Year 2018-2019 (Year 4 of the Con Plan).

- Approximately 670 individuals were provided emergency food assistance (CDBG);
- 32 individuals were provided a connection to employment (CDBG & ESG);
- Shelter and services provided to over 410 homeless individuals (CDBG & ESG);
- 10 households assisted with homeless prevention services and maintained housing (ESG);
- Over 360 individuals were given needed housing counseling and/or financial assistance for housing (CDBG & ESG);
- 49 households received utility assistance (CDBG & ESG);
- 7 households received tenant/landlord services (CDBG).

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

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

members every other month to discuss and review any issues that maybe effecting CDBG funded projects or residents within the project area.

3. Summary of Citizen Participation Process and Consultation Process

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

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

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

This AAP was made available for a minimum 30-day public review and comment period from March 19, 2019 – April 19, 2019 and presented to the public at the May 21, 2019, Public Hearing held by the Stanislaus County Board of Supervisors to consider approval of the AAP and to authorize its submission to HUD. Revisions to the AAP made between the review and comment period and consideration by the Board of Supervisors included minor formatting and grammatical revisions; along with edits to address the recently released Federal Housing and Urban Development (HUD) final funding allocation amounts, which have been proportionately adjusted within the descriptions for the proposed projects and activities.

4. Summary of Public Comments

Public comments were received during the County's AAP Community meeting on March 21, 2019, regarding the prioritization of County infrastructure projects funded by CDBG program funds. County staff explained that a Prioritization Study was conducted and approved by the Board of Supervisors in March 28, 2017 for project areas within the County's unincorporated area. The study took into consideration health and safety needs, cost feasibility and funding availability in the establishment of the ranking order of projects. In accordance with the Board of Supervisors adopted (August 23, 2011) Residential Neighborhood Infrastructure Project Ranking Criteria, sewer projects have been given priority for CDBG infrastructure spending.

Comments were also received during quarterly monitoring visits and trainings from ESG service providers on the difficulty of spending down ESG rental assistance funds due to a lack of affordable rental units in the County. Service providers also provided comments about their concerns about the Coordinated Entry System (CES) policies and procedures that are being revised.

Summary of comments or views not accepted and the reasons for not accepting them.
(Pending Public Hearing)

5. Summary

The Stanislaus Urban County engaged in a process of community outreach consultations and analysis of relevant community indicators to establish housing and community development goals for the Fiscal Year 2019-2020 AAP planning period. These goals will be used to plan for the expenditure of CDBG, HOME, NSP and ESG funds received by the Stanislaus Urban County for Fiscal Year 2019-2020, including program income and unspent prior year funds. The Stanislaus Urban County plans individually for the use of CDBG, NSP, and ESG funds and plans cooperatively with the City of Turlock for the use of HOME funds as the HOME Consortium.

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

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

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

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

Table 1 – Responsible Agencies

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

NARRATIVE

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

The City of Turlock was founded on December 22, 1871 and was incorporated on February 15, 1908. The City of Turlock is the second largest city in Stanislaus County after Modesto. It is located between

Modesto and Merced at the intersection of State Routes 99 and 165. According to the US Census Bureau, the City of Turlock has a total area of 16.9 square miles, all of which is land.

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

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

Consolidated Plan Public Contact Information

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

In preparing the Fiscal Year 2019-2020 Annual Action Plan, Stanislaus Urban County staff consulted with various organizations located in the Stanislaus Urban County that provide services to residents. In many instances these consultations are part of the ongoing interactions between the Stanislaus Urban County and the agencies and groups described in Table 2 listed below.

When developing the Con Plan and the AAP, the County conducted a collaborative effort to consult with elected officials, County departments, Stanislaus Urban County members, community stakeholders, and beneficiaries of entitlement programs to inform and develop the priorities and strategies contained within the Con Plan. The County's outreach and consultation strategies included the formation of community outreach partnerships with housing service providers, mental health providers, housing developers, community advocates, and other service providers. Community and Stakeholders meetings were conducted to solicit input from the community at large.

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

During the quarterly monitoring visits or desk audits with CDBG-PSG and ESG grantees, agency-to-agency referrals are reviewed to verify that participants receiving services do not experience any gaps

in their need for public services as they strive to reach their goal of independence within the community. Through on-going enhancement, the Stanislaus Homeless Management Information System (HMIS) also has the potential to actively refer consumers of homeless services in a way that greatly reduces, if not eliminates, the needs of those transitioning from homelessness towards permanent housing. Formal approval for agency-to-agency referral information via the HMIS system has been approved through the local Continuum of Care (CoC) (locally recognized as the Stanislaus Community System of Care (CSOC)).

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

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

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

As of 2017, the CoC is locally recognized as the Stanislaus Community System of Care (CSOC). The CoC continues to meet on a monthly basis to identify gaps and issues for the homeless and those at risk of becoming homeless. The CoC meetings are public meetings in which the community's service providers and stakeholders are welcome to attend and to provide emergency shelter and rapid re-housing service providers an opportunity to provide comment and feedback. County staff regularly attends and participates in the CoC meetings, the County consults with the CoC to develop coordinated plans and strategies to leverage resource and align local goals, objectives, and performance measures. Announcements for all Stanislaus Urban County CDBG-PSG and ESG funding opportunities are routinely advertised at the CoC meetings and distributed via e-mail to CoC participants. The Urban County's CDBG-PSG and ESG sub-grantees are required to have an agency representative attend and participate in the CoC's strategic planning and activities. The sub-grantees are encouraged to share outreach, information and referral opportunities to assist clients.

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

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

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

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

Table 2 – Agencies, Groups, Organizations Who Participated

1.	Agency/Group/Organization	Housing Authority of the County of Stanislaus (HACS)
	Agency/Group/Organization Type	Public Housing Authority (PHA)
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As the lead housing provider for the region and one of the main housing developers in the area the HACS was consulted through the monthly CoC meetings. The anticipated outcomes include a streamlining of the services from the CoC and the identification of gaps and services that has allowed the county to improve their strategic plan in implementing HUD programs.
2.	Agency/Group/Organization	We Care Program-Turlock
	Agency/Group/Organization Type	Services- homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation for areas for improved coordination?	This agency is one of the main resources for homeless services in the County and they were consulted at the Turlock Community Collaborative monthly meeting. The agency serves Turlock and the surrounding areas of the County and provides insight to the needs and the services the homeless population lacks. Identification and improved coordination of homeless services by service providers are the anticipated outcomes from this consultation.
3.	Agency/Group/Organization	The Salvation Army (Emergency Shelter)
	Agency/Group/Organization Type	Services- Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation for areas for improved coordination?	This agency was consulted through the CoC monthly meetings and at stakeholders meetings. This agency serves Modesto and the surrounding area of the County. As one of the largest homeless services provider in the County, located in and serving Modesto, this agency provides insight in the needs and issues the homeless population are facing. As a result of the consultation, the anticipated outcome is an improved approach to providing services to the homeless.
4.	Agency/Group/Organization	Family Promise of Greater Modesto
	Agency/Group/Organization Type	Services- Homeless
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homeless Needs - Chronically homeless

		Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through the CoC monthly meetings and during monitoring visits. The agency provides transitional shelter and rental assistance to those that are homeless and at risk of becoming homeless. The outcome from the consultation has been the streamlining of rental assistance services and an improvement to homeless prevention services by opening referrals among service providers.
5.	Agency/Group/Organization	Area Agency on Aging
	Agency/Group/Organization Type	Services- elderly persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted at the monthly CoC meetings. The agency provides services to the cities and the small communities of the County. The agency provided statistics and projections on the needs for services for seniors. The outcome is that the County has continued to provide funding opportunities for non-profits that serve seniors through the County's competitive public services grants program.
6.	Agency/Group/Organization	Project Sentinel
	Agency/Group/Organization Type	Services - Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Fair Housing Barriers
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted during monitoring visits and at stakeholder meetings. The agency serves as the Stanislaus Urban County's HUD certified fair housing services provider. Anticipated outcomes include a better understanding of fair housing rights and responsibilities by housing providers and their clients.
7.	Agency/Group/Organization	Salvation Army Red Shield
	Agency/Group/Organization Type	Services – children
	What section of the Plan was addressed by Consultation?	At-Risk Youth

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted during monitoring visits and stakeholder and community meetings. The agency serves the Stanislaus Urban County that includes the south Modesto and Parklawn communities. Anticipated outcomes include an improved referral system among this agency and other agencies that provide services for at-risk youth.
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Identify any Agency Types not consulted and provide rationale for not consulting.

None

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

Table 3 - Other local/regional/federal planning efforts

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

AP-12 PARTICIPATION – 91.105, 91.200 (c)

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

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

The public comment and review period for the Fiscal Year 2019-2020 AAP is from March 19, 2019 to April 19, 2019. Notice of community meetings and the public hearing to consider adoption of the AAP is published in the Modesto Bee newspaper that covers the entire jurisdiction.

All the community meetings were open to the public and, in addition to newspaper publications, notices of the meetings were distributed via e-mail, and hard copy posting. The community meetings provide a

forum for citizens to participate in matters related to the Stanislaus Urban County's HUD Programs as well as provide staff an opportunity to review policy issues and obtain public feedback.

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

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

Citizen Participation Outreach

Table 4 - Planned Citizen Participation Outreach

1.	Mode of Outreach	Public Hearing
	Target of Outreach	Non-targeted/broad community General Public Service Providers
	Summary of Response/Attendance	Comments Pending
	Summary of comments received	Comments Pending
	Summary of comments not accepted and reason	Comments Pending
	URL (if applicable)	N/A
2.	Mode of Outreach	Newspaper Ad- The Modesto Bee
	Target of Outreach	Non-Targeted/broad community General Public
	Summary of Response/Attendance	No comments were received.
	Summary of comments received	No comments were received.
	Summary of comments not accepted and reason	No comments were received.
	URL (if applicable)	N/A
3.	Mode of Outreach	Newspaper Ad- The Modesto Bee
	Target of Outreach	Non-English Speaking: Spanish
	Summary of Response/Attendance	No comments were received.
	Summary of comments received	No comments were received.
	Summary of comments not accepted and reason	No comments were received.
	URL (if applicable)	N/A
4.	Mode of Outreach	Community Meetings County and CoC
	Target of Outreach	Non-Profits Service Providers Residents
	Summary of Response/Attendance	Comments were received from community residents in attendance of the County's AAP Community Meeting on

		March 21, 2019. Comments Pending for CoC meeting
	Summary of comments received	Comments were received on March 21, 2019 at the County's AAP Community meeting about the prioritization of infrastructure projects. County staff explained that CDBG projects were determined according to the results of a prioritization study. Comments Pending for CoC meeting
	Summary of comments not accepted and reason	All comments received were accepted.
	URL (if applicable)	N/A
5.	Mode of Outreach	Community Meetings Cities
	Target of Outreach	CoC members Community members
	Summary of Response/Attendance	No comments were received.
	Summary of comments received	No comments were received.
	Summary of comments not accepted and reason	No comments were received.
	URL (if applicable)	N/A
6.	Mode of Outreach	Monitoring Visits and Coordinated Entry System (CES) Trainings
	Target of Outreach	Public Service (federal) Grantees ESG (federal) Grantees ESG (state) Grantees Stanislaus Urban County Members
	Summary of Response/Attendance	Comments were received during quarterly monitoring visits and trainings from ESG non-profit service providers.
	Summary of comments received	Comments were received on the difficulty of spending down ESG rental assistance funds due to a lack of affordable rental units in the County. Service Providers also provided comments about their concerns about the CES policies and procedures that are being revised.
	Summary of comments not accepted and reason	Comments Pending
	URL (if applicable)	N/A

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

During Fiscal Year 2019-2020, Stanislaus Urban County expects to receive \$2,306,059 in Community Development Block Grant (CDBG) program funding and \$202,842 in ESG funding. CDBG program income consists of approximately \$200.00 a month unless there's a significant payoff from an existing loan, which will be spent down prior to Fiscal Year 2019-2020 program funds. The amount of prior years' unspent funds is approximately \$4,248,100 in federal CDBG and \$177,263.32 in federal ESG funds. An estimated \$270,601 in state ESG funding has been allocated by the California Department of Housing and Community Development (HCD) for Fiscal Year 2019-2020 and a carry-over of \$289,501 from Fiscal Year 2018-2019 funds has been obligated to service providers. Stanislaus County also currently has a balance of \$3,549,000 in NSP 1 and \$1,110,900 in NSP 3 program income funding. This funding is anticipated to be utilized during Fiscal Year 2019-2020 for primarily housing development activities and includes the Abandoned and Dangerous Buildings program.

Please see information provided below.

Anticipated Resources**Table 5 – Expected Resources-Priority Table**

Expected Amount Available Year 5		
1.	Program	CDBG
	Source of Funds	Public- Federal
	Uses of Funds	Administration Planning Economic Development Housing Public Improvements Public Services
	Annual Allocation	\$2,306,059
	Program Income	\$2,400
	Prior Years Resources	\$4,248,100.00
	Total	\$6,556,559.00
	Expected Amount Available for Remainder of Con Plan	\$2,306,059
	Narrative Description	Majority of funds will be utilized for infrastructure projects. 10% will be set aside for public services. 20% for Administration. Prior year resources are projected to be \$4.5 million that are allocated to HUD approved infrastructure projects
2.	Program	ESG
	Source of Funds	Public- Federal
	Uses of Funds	Administration Overnight Shelter (Activities and Operations) Rapid Re-housing (Rental Assistance) Rental Assistance Services (Case Management & Essential Services)
	Annual Allocation	\$202,842
	Program Income	\$0

	Prior Year Resources	\$177,263.32.52
	Total	\$380,105.32
	Expected Amount Available Remainder of Con Plan	\$202,842
	Narrative Description	Funds will be utilized for ESG program administration, emergency shelters, homeless management information system (HMIS) data entry, and homeless prevention and rapid re-housing services.

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

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

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

ESG Program - 100% Match Requirement: The Stanislaus Urban County and its sub-recipients utilize CDBG, CoC funding, private donations, foundation funding and in-kind as sources to meet the program match requirement. Fiscal Year 2019-2020 ESG (federal and state) allocations are expected to leverage an estimated \$303,461 from the following sources: Private donations, federal, State and other local funding.

NSP Program - The Stanislaus Urban County will continue its efforts in using NSP Program Income (PI) funds to provide affordable housing opportunities in combination with leveraged funding provided by the housing developer. The City of Oakdale will be working on a multi-family affordable housing project over the next fiscal year in which \$3 million in NSP 1 and 3 funding has been authorized.

CDBG Program - Public Services Grants (CDBG-PSG): Leverage funding identified by applicant agencies awarded funding during the Fiscal Year 2019-2020 NOFA CDBG Public Services Grant Program process amounts to \$1,760,486.

Non-Entitlement Federal and State resources include: Stanislaus Urban County members will continue the use of State of California funds (as they become available) designed to fund affordable housing and infrastructure projects. Stanislaus County will continue pursuing California State Water Resources Control Board (Water Board) grant funds to assist in the completion of CDBG funded sewer infrastructure projects.

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

Section 8 and HUD Veterans Affairs Supportive Housing (VASH) Program: HACS currently has 5,261 vouchers, with 4,700 allocated for Stanislaus County and the remainder for the other seven counties administered by the HACS which are Amador, Alpine, Mono, Inyo, Tuolumne, Calaveras, and Mariposa. Within the 4,700 vouchers: 151 are VASH vouchers aimed specifically for homeless veterans, 230 are aimed specifically for reunifying families with children removed from the home and who are homeless or living in substandard housing, and 11 are project based VASH vouchers in a senior complex in Patterson.

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

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

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

The following is a summary of goals for the CDBG and ESG program for Year 5 of the Consolidated Plan. Goal Outcome Indicators are derived from CDBG and ESG funded project areas and programs. The CDBG and ESG funding allocated to each goal is based on the estimated amount that the Stanislaus Urban County will be receiving in Fiscal Year 2019-2020 and does not include any program income or carry over balance from previous years.

Goals Summary Information

Table 6 - Goals Summary

1.	Goal Name	Improve Infrastructure in low-income neighborhoods
	Start Year	2015
	End Year	2019
	Goal Description	Provide infrastructure to alleviate or remove health and safety issues in very low, low and moderate areas in the community.
	Category	Non-Housing Community Development
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$1,614,241

	Goal Outcome Indicator	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2,319 Households Assisted
2.	Goal Name	Fair Housing and Tenant/Landlord Services
	Start Year	2015
	End Year	2019
	Goal Description	Provide fair housing education, outreach, mediation, and counseling services to 40 extremely low-, very low-, and moderate-income individuals.
	Category	Non-Housing Community Development
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$25,000
	Goal Outcome Indicator	Other: 40 Individuals
3.	Goal Name	Access to public services for low income household
	Start Year	2015
	End Year	2019
	Goal Description	Public Services for Extremely Low-, very Low-, Low-, and Moderate-Income Households/Individuals and Special Populations. 1,370 extremely low-, very low-, low-, and moderate- income individuals estimated to be served.
	Category	Non-Homeless Special Needs
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Public Services
	Funding	CDBG: \$230,606
	Goal Outcome Indicator	Public service activities other than Low/Moderate Income Housing Benefit: 1,370 Persons Assisted
4.	Goal Name	Shelter for Homeless Persons
	Start Year	2015
	End Year	2019
	Goal Description	Provide shelter to 340 homeless individuals.
	Category	Homeless
	Geographic Area(s)	Ceres

		Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Homeless Services
	Funding	ESG: \$91,992
	Goal Outcome Indicator	Homeless Persons Overnight Shelter: 340 Persons Assisted
5.	Goal Name	Rapid Re-Housing for Homeless Persons
	Start Year	2015
	End Year	2019
	Goal Description	Housing for chronically homeless, homeless families with children, homeless veterans, and homeless persons without children.
	Category	Homeless
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Homeless Services
	Funding	ESG: \$41,137
	Goal Outcome Indicator	Rental Assistance / Rapid Re-Housing: 11 Households / 30 Individuals
6.	Goal Name	Homeless Prevention
	Start Year	2015
	End Year	2019
	Goal Description	Prevention of homelessness for extremely low-income families with children and/or individuals and at-risk individuals.
	Category	Homeless
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Homeless Services
	Funding	ESG: \$40,000
	Goal Outcome Indicator	Homelessness Prevention: 17 Households/ 50 Individuals
7.	Goal Name	Homeless Services Data Collection
	Start Year	2015

End Year	2019
Goal Description	Provide data entry assistance to homeless service providers who do not receive federal funds and related costs for the HMIS and Coordinated Entry System.
Category	Homeless
Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
Needs Addressed	Homeless Services
Funding	ESG: \$14,500
Goal Outcome Indicator	Other: 1 Other

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

The City of Turlock is lead entity with responsibility for implementing and administering HOME funds for the HOME Consortium. Please refer to the City of Turlock's Fiscal Year 2019-2020 AAP for specific HOME activities.

AP-35 PROJECTS – 91.420, 91.220 (d)

INTRODUCTION

The Con Plan sets goals and strategies to be achieved over the Fiscal Years 2015-2020 period and identifies a list of funding priorities. The six Con Plan goals represent high priority needs for the Stanislaus Urban County and serve as the basis for the Fiscal Year 2019-2020 programs and activities identified in the AAP. The Con Plan goals are listed below in no particular order:

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

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

Projects**Table 7 - Project Information**

#	Project Name
1.	Stanislaus County - CDBG Program Administration FY 19-20
2.	Stanislaus County - West Modesto Sewer Infrastructure Project FY 19-20
3.	Stanislaus County - Fair Housing and Tenant/Landlord Services FY 19-20
4.	City of Ceres - CDBG Project Administration FY 19-20
5.	City of Ceres - Pleasant Avenue-Central Avenue Infrastructure (Phase 1) FY 19-20
6.	City of Ceres - Morrow Village ADA Improvements (4 Phases) FY 19-20
7.	City of Hughson - CDBG Project Administration FY 19-20
8.	City of Hughson – Tully Road-Walker Lane Infrastructure Project FY 19-20
9.	City of Newman - CDBG Project Administration FY 19-20
10.	City of Newman - Klehn Park Area Improvement Project FY 19-20
11.	City of Newman - Steffensen/Sunshine Park Area Improvement Project FY 19-20
12.	City of Oakdale - CDBG Project Administration FY 19-20
13.	City of Oakdale - Wood Basin Area Storm Drain Improvements Project FY 19-20
14.	City of Patterson - CDBG Project Administration FY 19-20
15.	City of Patterson - C & D Street Infrastructure Project FY 19-20
16.	City of Waterford - CDBG Project Administration FY 19-20
17.	City of Waterford - Main Street Infrastructure Project FY 19-20
18.	Court Appointed Special Advocates (CASA) of Stanislaus County - Direct Services Project FY 19-20 (CDBG-PSG)
19.	Center for Human Services - Ceres Partnership-Concrete Support in Times of Need FY 19-20 (CDBG-PSG)
20.	Center for Human Services - Oakdale Family Resource Center- Crisis Support Program FY 19-20 (CDBG-PSG)
21.	Center for Human Services - Westside Family Resource Centers-Supportive Services FY 19-20 (CDBG-PSG)
22.	Children's Crisis Center – Single Parent Intervention Services @ Guardian House FY 19-20 (CDBG-PSG)
23.	Children's Crisis Center – Single Parent Intervention Services @ Marsha's House FY 19-20 (CDBG-PSG)
24.	Children's Crisis Center – Single Parent Intervention Services @ Verda's House FY 19-20 (CDBG-PSG)
25.	Disability Resource Agency for Independent Living - Assistive Technology Program FY 19-20 (CDBG-PSG)
26.	Parent Resource Center - Families First and More FY 19-20 (CDBG-PSG)
27.	The Salvation Army Red Shield – Athletic and Fitness Program FY 19-20 (CDBG-PSG)
28.	The Salvation Army Red Shield - After School Homework Center FY 19-20 (CDBG-PSG)
29.	United Samaritans Foundation – Daily Bread Mobile Lunch Program FY 19-20 (CDBG-PSG)
30.	Stanislaus County - ESG Program FY 19-20 (ESG)

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

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

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

The Fiscal Years 2015-2020 Stanislaus Urban County/City of Turlock Consortium Consolidated Plan (Con Plan) was designed to address the above program goals by outlining the Stanislaus Urban County's needs and priorities for the plan period. CDBG program funds are designed to serve those at or below 80% of the Area Median Income (AMI). The current 80% AMI in Stanislaus County for one (1) person is \$34,000 family of four (4) is \$48,550. If a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within this targeted income group (this is known as an "area benefit activity").

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

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

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

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

AP-38 PROJECT SUMMARY

Table 8 - Project Summary Information

1. PROJECT NAME: Stanislaus County- CDBG Program Administration FY 19-20

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Unincorporated Stanislaus County

Goals Supported: Improve infrastructure in low-income neighborhoods
Fair Housing and Tenant/Landlord Services

Access to public services for low-income household
 Shelter for Homeless Persons
 Rapid Re-Housing for Homeless Persons
 Homeless Prevention
 Homeless Services Data Collection

Needs Addressed: Public Infrastructure Improvement
 Affordable Housing
 Economic Development
 Public Services
 Homeless Services

Funding: CDBG: \$364,458 (includes (\$42,955 for the Consolidated Plan/AI)

Description: Stanislaus County will provide management and administration services to the Stanislaus Urban County program members. The funds will cover the costs of salary, publications, public notices, and other eligible costs directly related to the program. These funds will also cover administration costs incurred from administering the ESG program (costs incurred in excess of ESG administration funds). Administration funds were set aside for the development of the Consolidated Plan and Analysis of Impediments to Fair Housing in the amount of \$42,955 to be expended during the fiscal year.

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 1010 10th Street, Suite 3400, Modesto, CA 95354

Planned Activities: Administration of CDBG and ESG programs and projects for FY 19-20.

2. PROJECT NAME: Stanislaus County- West Modesto Sewer Infrastructure Project FY 19-20

Target Area(s): Unincorporated Stanislaus County

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$641,742

Description: This project will install sanitary sewer mains and laterals in three separate unincorporated neighborhoods within West Modesto in Stanislaus County. It is estimated that the project will include the installation of up to 80,000 linear feet of gravity mains and approximately 1,004 new house laterals in the Spencer/Marshall (144 services), Beverly/Waverly (527 services), and Rouse/Colorado (333 services) neighborhoods. The Spencer/Marshall neighborhood is generally located approximately 0.3 mile west of Highway 99 and is accessible from State Route 132 and Spencer Ave. The Beverly/Waverly

neighborhood is located approximately 0.9 mile west of Highway 99 and is accessible from Paradise Road. The Rouse/Colorado neighborhood is located approximately 0.6 mile west of Highway 99 and is accessible from Tuolumne Boulevard and Roselawn Ave. The project may include target areas for sidewalks pending available funding and environmental review.

The targeted neighborhoods are disadvantaged communities located in West Modesto with predominantly residential parcels that currently rely on septic tanks for the treatment of sewage. The project is proposed in response to health and safety concerns associated with failing septic systems which could lead to the degradation of groundwater quality. The completed project will allow property owners to abandon their existing septic tanks and connect to the public sewer system. The new sewer infrastructure will connect into the City of Modesto's existing public sewer system. Upon completion of the project, infrastructure ownership will be transferred to the City of Modesto for operation and maintenance.

National Objective: LMA

Matrix Code: 03J

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of unincorporated West Modesto.

Performance Outcomes:

Number of households with access to infrastructure improvements: 1,004

Number of residents impacted by infrastructure improvement: 3000

Target Date: 6/30/2025

Estimate the number and type of families that will benefit from the proposed activities: 1,004 households/ 3,000 individuals

Location Description: 1010 10th Street, Suite #3400, Modesto, CA 95354

Planned Activities: Fiscal Year 19-20 Activities include design, engineering, and construction of sewer infrastructure and other related infrastructure improvements to the West Modesto Neighborhoods of: Spencer/Marshall - proposed boundary area includes: Maze Blvd., Spencer Ave., California Ave., Briggs Ditch, and Spruce St. (1 Activity/Phase); Beverly/Waverly - proposed boundary area includes: Chicago Ave., Ellen Ave., Paradise Rd., Ritsch Ln., Wade Ave., and Ohio Ave., (2 Activities/Phases); Rouse/Colorado - proposed boundary area includes: between Sutter Ave. and Sunset Ave., south of South Ave. and north of Garden Ave. (2 Activities/Phases).

3. PROJECT NAME: Stanislaus County- Fair Housing and Tenant/Landlord Services FY 19-20

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Unincorporated Stanislaus County.

Goals Supported: Fair Housing and Tenant/Landlord Services

Needs Addressed: Affordable Housing

Funding: CDBG: \$25,000

Description: Stanislaus County will contract with a fair housing service provider that is a HUD certified fair housing agency, to carry out fair housing services. Funds will be used to provide fair housing information, housing counseling, and tenant/landlord mediation services to residents of the Stanislaus Urban County.

National Objective: N/A, Matrix Code: 21D

Presumed Benefit: N/A

Performance Objective: Address the need to affirmatively further fair housing through fair housing enforcement, fair housing awareness and housing counseling.

Performance Outcomes:

Number of Individuals receiving information and referral services: 40 Number of individuals benefitting from fair housing enforcement: 40

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 12 households and 40 individuals through information and referral.

Location Description: TBD

Planned Activities: Stanislaus County will contract with a HUD certified fair housing agency to carry out fair housing services. Funds will be used to provide fair housing information, housing counseling and tenant/landlord mediation services to residents of the Stanislaus Urban County.

4. PROJECT NAME: City of Ceres - CDBG Project Administration FY 19-20

Target Area(s): Ceres

Goals Supported:

- Improve Infrastructure in low-income neighborhoods
- Fair Housing and Tenant/Landlord Services
- Access to public services for low-income households

Needs Addressed:

- Public Infrastructure Improvement
- Affordable Housing
- Economic Development
- Public Services
- Homeless Services

Funding: CDBG: \$11,959

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

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 2720 2nd Street, Ceres, CA 95307

Planned Activities: Administration of City of Ceres's CDBG projects for FY 19-20

5. PROJECT NAME: City of Ceres - Pleasant Avenue-Central Avenue Infrastructure Project FY 19-20

Target Area(s): Ceres

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$157,068

Description: The project will provide sidewalk, installation of curb and gutter on Pleasant Ave. to the corner of Central Ave.. Projects costs include design and engineering.

National Objective: LMA

Matrix Code: 03K

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Ceres

Performance Outcomes:

Number of households with access to infrastructure improvements: 85

Number of residents impacted by infrastructure improvement: 298

Target Date: 6/30/2022

Estimate the number and type of families that will benefit from the proposed activities: 298
Individuals/ 85 Households

Location Description: 2720 2nd Street, Ceres, CA 95307

Planned Activities: Infrastructure Improvements

6. PROJECT NAME: City of Ceres - Morrow Village ADA Improvements FY 19-20

Target Area(s): Ceres

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$100,000

Description: The project has 4 phases and will provide sidewalk, installation of curb and gutter on Morrow Ave.. Projects costs include design and engineering.

National Objective: LMA

Matrix Code: 03K

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Ceres

Performance Outcomes:

Number of households with access to infrastructure improvements: 70

Number of residents impacted by infrastructure improvement: 250

Target Date: 6/30/2022

Estimate the number and type of families that will benefit from the proposed activities:

Location Description: 2720 2nd Street, Ceres, CA 95307

Planned Activities: Infrastructure Improvements

7. PROJECT NAME: City of Hughson - CDBG Project Administration FY 19-20

Target Area(s): Hughson

Goals Supported: Improve Infrastructure in low-income neighborhoods
Fair Housing and Tenant/Landlord Services
Access to public services for low income household

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Homeless Services

Funding: CDBG: \$11,959

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

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 7018 Pine Street, Hughson, CA 95326

Planned Activities: Administration of City CDBG projects for FY 2019-2020.

8. PROJECT NAME: City of Hughson - Tully Road-Walker Lane Infrastructure Project FY 19-20

Target Area(s): Hughson

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$128,574

Description: The project includes the installation of curb, gutter, sidewalk infill and ADA improvements. The project is part of a multi-year effort to complete sidewalk projects to improve connectivity, mobility and access for pedestrians. The project area is located along Walker Lane between Tully Road and 2nd Street. Project costs include design and engineering.

National Objective: LMA

Matrix Code: 03K

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Hughson

Performance Outcomes:

Number of households with access to infrastructure improvements: 50

Number of residents impacted by infrastructure improvement: 150

Target Date: 6/30/2023

Estimate the number and type of families that will benefit from the proposed activities: 140 Individuals/ 50 Households

Location Description: 7018 Pine Street, Hughson, CA 95326

Planned Activities: Infrastructure Improvements.

9. PROJECT NAME: City of Newman - CDBG Project Administration FY 19-20

Target Area(s): Newman

Goals Supported: Improve Infrastructure in low-income neighborhoods

Fair Housing and Tenant/Landlord Services
Access to public services for low-income households

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Public Services
Homeless Services

Funding: CDBG: \$11,959

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

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 1162 Main Street, Newman, CA 95360

Planned Activities: Administration of the City of Newman's CDBG projects for FY 2019-2020

10. PROJECT NAME: City of Newman - Klehn Park Area Improvement Project FY 19-20
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Target Area(s): Newman

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$46,008

Description: This project is to improve safety conditions and make ADA improvements with the community park, including replacement of play equipment, increased amenities and increased accessibility for the disabled, elderly and general public. Project costs include design and engineering.

National Objective: LMA

Matrix Code: 03F

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Newman

Performance Outcomes:

Number of households with access to infrastructure improvements: 220

Number of residents impacted by infrastructure improvement: 602

Target Date: 6/30/2022

Estimate the number and type of families that will benefit from the proposed activities: 602
Individuals/220 Households

Location Description: 1162 Main Street, Newman, CA 95360

Planned Activities: Infrastructure Improvements

11. PROJECT NAME: City of Newman - Steffensen-Sunshine Park Area Improvements Project FY 19-20

Target Area(s): Newman

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$100,000

Description: This project is to improve safety conditions and make ADA improvements with the community park, including replacement of play equipment, increased amenities and increased accessibility for the disabled, elderly and general public. Project costs include design and engineering.

National Objective: LMA

Matrix Code: 03F

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Newman

Performance Outcomes:

Number of households with access to infrastructure improvements: 200

Number of residents impacted by infrastructure improvement: 510

Target Date: 6/30/2023

Estimate the number and type of families that will benefit from the proposed activities: 510
Individuals/ 200 Households

Location Description: 1162 Main Street, Newman, CA 95360

Planned Activities: Infrastructure Improvements

12. PROJECT NAME: City of Oakdale - CDBG Project Administration FY 19-20

Target Area(s): Oakdale

Goals Supported: Improve Infrastructure in low-income neighborhoods
Fair Housing and Tenant/Landlord Services
Access to public services for low-income households

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Public Services
Homeless Services

Funding: CDBG: \$11,959

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

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 280 N. 3rd Ave., Oakdale, CA 95361

Planned Activities: Administration of CDBG projects for FY 2019-2020

13. PROJECT NAME: City of Oakdale - Wood Basin Area Storm Drain Improvements Project FY 19-20

Target Area(s): Oakdale

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$161,101

Description: The project will provide improved flood control measures for the area west of H Street, West I Street, South Wood Street, Wanda Way and Hinkley Ave.. Project costs include design and engineering.

National Objective: LMA

Matrix Code: 03I

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Oakdale

Performance Outcomes:

Number of households with access to infrastructure improvements: 1,950

Number of residents impacted by infrastructure improvement: 650

Target Date: 6/30/2022

Estimate the number and type of families that will benefit from the proposed activities: 1,950
Individuals/650 Households

Location Description: 280 N. 3rd Street, Oakdale, CA 95361

Planned Activities: Infrastructure Improvements

14. PROJECT NAME: City of Patterson - CDBG Project Administration

Target Area(s): Patterson

Goals Supported: Improve Infrastructure in low-income neighborhoods
Fair Housing and Tenant/Landlord Services
Access to public services for low-income households

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Public Services
Homeless Services

Funding: CDBG: \$11,959

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

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 1 Plaza, Patterson, CA 95363

Planned Activities: Administration of the City of Patterson's CDBG projects for FY 2019-2020

15. PROJECT NAME: City of Patterson - C and D Street Infrastructure Improvements Project FY 19-20

Target Area(s): Patterson

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$145,847

Description: This project includes the installation of curb, gutter, sidewalk and ADA improvements. Projects costs include design and engineering.

National Objective: LMA

Matrix Code: 03I

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Patterson

Performance Outcomes:

Number of households with access to infrastructure improvements:65

Number of residents impacted by infrastructure improvement:225

Target Date: 6/30/2022

Estimate the number and type of families that will benefit from the proposed activities: 225
Individuals/ 65 Households

Location Description: 1 Plaza, Patterson, CA 95363

Planned Activities: Infrastructure Improvements

16. PROJECT NAME: City of Waterford - CDBG Project Administration

Target Area(s): Waterford

Goals Supported: Improve Infrastructure in low-income neighborhoods
Fair Housing and Tenant/Landlord Services
Access to public services for low-income households

Needs Addressed: Public Infrastructure Improvement
Affordable Housing
Economic Development
Public Services
Homeless Services

Funding: CDBG \$11,959

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

National Objective: N/A

Matrix Code: 21A

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: N/A

Location Description: 101 E Street, Waterford, CA 95386

Planned Activities: Administration of CDBG projects for FY 2019-2020

17. PROJECT NAME: City of Waterford - Main Street Infrastructure Project FY 19-20

Target Area(s): Waterford

Goals Supported: Improve Infrastructure in low-income neighborhoods

Needs Addressed: Public Infrastructure Improvement

Funding: CDBG: \$133,901

Description: The project includes curb, gutter, and ADA ramps on the north side of Main Street between H Street and I Street. Project costs include design and engineering.

National Objective: LMA

Matrix Code: 03I

Presumed Benefit: No

Objective: Address the need for infrastructure improvements in the low-income residential area of Waterford

Performance Outcomes:

Number of households with access to infrastructure improvements: 30

Number of residents impacted by infrastructure improvement: 90

Target Date: 6/30/2023

Estimate the number and type of families that will benefit from the proposed activities: 90 Individuals/
30 Households

Location Description: 101 E Street, Waterford, CA 95386

Planned Activities: Infrastructure Improvements

18. PROJECT NAME: Court Appointed Special Advocates (CASA) - Direct Services Project FY 19-20 (CDBG-PSG)

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Unincorporated Stanislaus County

Goals Supported: Access to public services for low income household

Needs Addressed: Public Services

Funding: CDBG: \$20,000

Description: CASA connects youth in foster care with case managers who advocate for them throughout their time in the foster care system. At risk youth in the foster care system are referred to CASA by the Stanislaus County Superior Court to provide advocacy services for children in dependency. The advocate works with everyone involved and makes independent informed recommendation on the child's behalf directly to the judge who makes all orders regarding the case. For many abused children their CASA advocate will be the one constant adult presence in their lives.

National Objective: LMC

Matrix Code: 05D

Presumed Benefit: No

Objective: Provide case management, advocacy and legal assistance to youth in the foster care system.

Performance Outcomes:

Number of dependent youths provided coordinated case management: 20

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 20 youth individuals

Location Description: 800 11th Street, #4 Modesto, CA 95354

Planned Activities: Case Management

19. PROJECT NAME: Center for Human Services - Ceres Partnership-Concrete Support in Times of Need FY 19-20 (CDBG-PSG)
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Target Area(s): Ceres and Unincorporated Areas

Goals Supported: Access to public services for low-income household

Needs Addressed: Public Services

Funding: CDBG: \$20,000

Description: CHS in partnership with Ceres Partnership for Healthy Children (CPHC) will provide emergency assistance (food, utility assistance, transportation) to low-income families from the Ceres area through their Concrete Support in Times of Need Program. The agency provides case management services to families referred from the local school districts, law enforcement, Community Services Agency, local businesses or self-referred. Families will receive a Family Development Assessment to determine need and to help with future family goal planning. Families that are in need of emergency assistance would work with a Family Advocate to access other programs such as housing assistance, Ca-

Fresh, Temporary Assistance for Needy Families, Women, Infants and Children (WIC) Food and Nutrition Services Program and other community programs.

National Objective: LMC

Matrix Code: 05

Presumed Benefit: No

Objective: Provide case management, utility assistance and support services to low income households.

Performance Outcomes:

Number of residents that receive case management and support services: 50

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 90
Individuals/30 Households

Location Description: 1317 Grandview Ave., Ceres, CA 95307

Planned Activities: Case Management, Financial Literacy, Utility Assistance and Food Assistance.

20. PROJECT NAME: Center for Human Services - Oakdale Family Resource Center - Crisis Support Program FY 19-20 (CDBG-PSG)
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Target Area(s): Oakdale and surrounding Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$20,000

Description: CHS will assist residents and families from Oakdale, Valley Home and Knights Ferry and the surrounding area who need assistance with utility bills, food, clothing, emergency shelter and mental health or alcohol and drug counseling services through their Crisis Support Program at the Oakdale Family Resource Center (FRC). A Family Advocate will provide strength-based assessments, an empowerment plan with goals, resource and referrals and other needed services.

National Objective: LMC

Matrix Code: 05

Presumed Benefit: No

Objective: Provide case management, utility assistance and support services to low income households.

Performance Outcomes:

Number of residents that receive case management and support services: 50

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 50
Individuals/17 Households

Location Description: 631 West F Street, Oakdale, CA 95361

Planned Activities: Case Management, Utility Assistance, basic financial literacy, food assistance and emergency housing assistance.

21. PROJECT NAME: Center for Human Services - Westside Family Resource Centers - Supportive Services FY 19-20 (CDBG-PSG)

Target Area(s): Newman, Patterson and surrounding Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$20,000

Description: The Westside Family Resource Center will provide case management and crisis intervention, utility assistance, emergency food assistance and resource and referral services for low-income families in need residing on the west side of the County. Families and individuals that are in need of utility assistance must work with a case manager to complete a three session Budget and Financial Planning Training in order to receive the utility assistance. Families and individuals in need of emergency food receive a one-time emergency food bag and would be referred to our nutrition classes to help address any future emergency food needs. CHS will work with community partners on the Westside to maximize the number and depth of resources provided to the homeless or low-income residents seeking services and support.

National Objective: LMC

Matrix Code: 05

Presumed Benefit: No

Objective: Provide case management, utility assistance and support services to low income households.

Performance Outcomes: Number of residents that receive case management and support services: 40

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 40

Individuals/ 15 Households

Location Description: 118 N. 2nd Street, Suite D, Patterson, CA 95363

Planned Activities: Case Management, Utility Assistance, basic financial literacy, food assistance and emergency housing assistance.

22. PROJECT NAME: Children's Crisis Center - Single Parent Intervention Services @ Guardian House FY 19-20 (CDBG-PSG)

Target Area(s): Oakdale and surrounding Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$19,999.80

Description: This project will provide emergency child care, meals, crisis intervention and support services to a disadvantaged population of high-risk infants, toddlers and school-age children living in Oakdale, Valley Home, Hughson, Empire, Hickman and Waterford. The projects will deliver specialized care to an impoverished population of children growing up within families experiencing abuse, domestic violence, and or homelessness. These children will be members of families living in very-low, low- and moderate-income households enduring various social and economic challenges

National Objective: LMC

Matrix Code: 05N

Presumed Benefit: No

Objective: Provide essential support services to low- and moderate-income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals.

Performance Outcomes:

Number of residents that receive case management and support services: 85

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 85
Individuals/23 Households

Location Description: Confidential due to nature of activity

Planned Activities: Case Management, Emergency Child Care, Shelter and Supportive Services

**23. PROJECT NAME: Children's Crisis Center - Single Parent Intervention Services @ Marsha's House
FY 19-20 (CDBG-PSG)**

Target Area(s): Ceres, Patterson and surrounding Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$19,999.80

Description: This project will provide shelter, emergency care meals, crisis intervention and homeless supportive services to high-risk infants and toddlers ages birth -3 years living in Ceres, Empire, Grayson, Patterson, Salida, Westley and incorporated Modesto. This project will deliver specialized shelter to this population of children growing up with families experiencing poverty, domestic violence, abuse and or homelessness.

National Objective: LMC

Matrix Code: 05N

Presumed Benefit: No

Objective: Provide essential support services to low- and moderate-income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals.

Performance Outcomes:

Number of residents that receive case management and support services: 105

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 105
Individuals/30 Households

Location Description: Confidential due to nature of activity

Planned Activities: Case Management, Emergency Child Care, Shelter and Supportive Services

**24. PROJECT NAME: Children's Crisis Center - Single Parent Intervention Services @ Verda's House
FY 19-20 (CDBG-PSG)**

Target Area(s): Newman, Patterson and surrounding Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$19,999.80

Description: This program will provide shelter, emergency care, meals, crisis intervention and homeless support services to an impoverished population of high-risk infants, toddlers and school-age children ages birth to 17, living in the incorporated areas of Turlock, Newman, Patterson, Hughson, Hickman and Waterford.

National Objective: LMC

Matrix Code: 05N

Presumed Benefit: No

Objective: Provide essential support services to low- and moderate-income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals.

Performance Outcomes:

Number of residents that receive case management and support services: 65

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 65
Individuals/20 Households

s

Location Description: Confidential due to nature of activity

Planned Activities: Case Management, Emergency Child Care, Shelter and Supportive Services

25. PROJECT NAME: Disability Resource Agency for Independent Living (DRAIL) – Assistive Technology Program FY 19-20 (CDBG-PSG)

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and surrounding Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$11,126

Description: The Disability Resource Agency for Independent Living (DRAIL) will provide case management, assist clients in obtaining necessary devices to maintain or obtain their independent living, and provide resource and referral services for very- low, low-income and moderate individuals.

National Objective: LMC

Matrix Code: 05

Presumed Benefit: No

Objective: Provide case management and support services to low income individuals.

Performance Outcomes:

Number of residents that receive case management and support services: 25

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 25
Individuals/25 Households

Location Description: 920 12th Street Modesto, CA 95354

Planned Activities: Case Management and Supportive Services

26. PROJECT NAME: Parent Resource Center - Families First and More FY 19-20 (CDBG-PSG)

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and surrounding Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$20,000

Description: This program will provide a 12-week co-ed parenting program in Spanish. The program objectives are life skills such as household budgeting, increased knowledge of nurturing parenting skills. Child care during class time will be provided on-site.

National Objective: LMC

Matrix Code: 05

Presumed Benefit: No

Objective: Provide case management and support services to low income households.

Performance Outcomes:

Number of residents that receive case management and support services: 30

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 30 Individuals/
12 Households

Location Description: 811 5th Street, Modesto, CA 95351

Planned Activities: Case Management and Supportive Services

27. PROJECT NAME: The Salvation Army Red Shield - Athletic and Fitness Program FY 19-20 (CDBG-PSG)

Target Area(s): Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$19,480

Description: This program will provide a fitness program for kids between the ages of 5-18 years of age who live in the South Modesto area. The program will consist of developmentally appropriate activities and games for kids ages 5-18. For younger children there will be games that get them moving and working together. For older children and teens there will be physical fitness activities and team sports.

National Objective: LMC

Matrix Code: 05D

Presumed Benefit: No

Objective: Provide after school tutoring to low income youth in south Modesto and the surrounding unincorporated area.

Performance Outcomes:

Number of residents that receive case management and support services: 50

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 50 Youth

Location Description: 1649 Las Vegas Street, Modesto, CA 95358

Planned Activities: Youth Services

28. PROJECT NAME: The Salvation Army Red Shield - After School Homework Center FY 19-20 (CDBG-PSG)

Target Area(s): Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$20,000

Description: This program will provide teens a safe place to go after school, mentoring, and recreational activities. Hours of operation for the program are Monday through Thursday from 2:30pm until 6:30pm and on Friday until 9:00pm. Monday through Thursday the program will provide space for teens to do homework, use the computer lab, and receive mentoring. Friday afternoon the focus will be on special recreational activities for the participating teens.

National Objective: LMC

Matrix Code: 05D

Presumed Benefit: No

Objective: Provide after school recreational youth activities for low income youth in south Modesto and the surrounding unincorporated area.

Performance Outcomes:

Number of residents that receive case management and support services: 125

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 125 Youth

Location Description: 1649 Las Vegas Street, Modesto, CA 95358

Planned Activities: Youth Services

29. PROJECT NAME: United Samaritans Foundation – Daily Bread Mobile Lunch Program FY 19-20 (CDBG-PSG)

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and surrounding Unincorporated Stanislaus County

Goals Supported: Access to public services for low income households

Needs Addressed: Public Services

Funding: CDBG: \$20,000

Description: This program will provide a daily meal program to those living in poverty in the Urban County areas.

National Objective: LMC

Matrix Code: 05

Presumed Benefit: No

Objective: Provide case management, emergency shelter, utility assistance, rental assistance and support services to low income individuals.

Performance Outcomes:

Number of residents that receive food assistance: 50

Target Date: 6/30/2020

Estimate the number and type of families that will benefit from the proposed activities: 50 Individuals/50 Households

Location Description: 220 S. Broadway, Turlock, CA 95830

Planned Activities: Food Assistance

30. PROJECT NAME: Stanislaus County - ESG Program FY 19-20 (ESG)

Target Area(s): Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and surrounding Unincorporated Stanislaus County.

Goals Supported:

- Shelter for Homeless Person
- Rapid Re-Housing for Homeless Persons
- Homeless Prevention
- Homeless Services Data Collection

Needs Addressed: Homeless Services

Funding: ESG: \$202,842

Description: The following are the proposed ESG funding recommendations programs for FY 2019-2020:

- Community Housing and Shelter Services- HMIS Data Support: \$14,500
- We Care Program- Emergency Shelter: \$91,992
- We Care Program- Homeless Prevention and Rapid Re-Housing: \$81,137
- Stanislaus County ESG Administration: \$15,213

Target Date: 6/30/2021

Estimate the number and type of families that will benefit from the proposed activities: An estimated 340 individuals will be sheltered with the assistance of federal ESG funded program funds by the We Care Program. Homeless Prevention Services and Rapid Re- Housing services will also be provided by the We Care Program to 30 individuals/11 households with rental assistance.

Location Description: 1010 10th Street, Suite #3400, Modesto, CA 95354

Planned Activities: Shelter, Homeless Services, Rental Assistance, HMIS Data Entry and Case Management

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

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

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

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

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

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

GEOGRAPHIC DISTRIBUTION**Rationale for the priorities for allocation investments geographically****Table 9 - Geographic Distribution**

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

For the development of the AAP, the participating Stanislaus Urban County members used population information derived from the U.S. Census regarding median household income. The target areas of the Stanislaus Urban County members are the very-low- and low-income areas of the jurisdictions. Although funds are used for all residents of the Stanislaus Urban County's members, priority is given to programs and projects in the target areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCTION

In March 2017, the Stanislaus Housing and Supportive Services Collaborative, the local CoC was restructured and renamed the Stanislaus Community System of Care (CSoc). The new locally recognized CoC's membership elected a new 25-member Board and sub-committees. The CoC Board is comprised of representatives from homeless advocates, community members, and service providers; as well as public and private sector agencies in the County. The CoC Board meets on a monthly basis to identify gaps and needs in homeless services and to pursue an overall systematic approach to address homelessness. There are public meetings in which the community of providers and stakeholders are welcome to attend and provide comment. The Stanislaus Urban County is represented on the CoC Board by the Director of Planning and Community Development. Through regular attendance and participation in the CoC meetings, the Stanislaus Urban County consults with the CoC to develop cooperative plans and strategies to leverage resources to provide emergency shelter and rapid re-housing services, and is informed of changes in local goals, objectives and performance measures.

The recognition of homelessness as a social and economic issue is uniting service providers, businesses and the public and private sectors in achieving compliance with the HEARTH Act, adopting best practices to end chronic homelessness, and improving the system to rapidly re-house individuals and families. The CoC is HEARTH Act compliant by having an evolving coordinated entry system, functioning HMIS, and aligning itself with the national efforts of the United States Interagency Council on the Homeless (USICH) 2018 plan, *Home, Together: The Federal Strategic Plan to Prevent and End Homelessness*.

The federal strategic plan is focused on national goals listed below:

1. To end homelessness among Veterans;
2. To end chronic homelessness among people with disabilities;
3. To end homelessness among people with disabilities;
4. To end homelessness among unaccompanied youth;
5. To end homelessness among all other individuals.

To develop the Stanislaus Urban County's homeless funding priorities, the current condition of homelessness in the County was examined by pulling data from the 2017 Point-in Time (PIT) count, the CoC's 2018 Exhibit 1, the Stanislaus Urban County's Fiscal Years 2015-2020 Con Plan, and the United States Interagency Council on Homelessness's report, *"Home, Together- The Federal Strategic Plan to Prevent and End Homelessness"* (2018). A community survey, conducted in preparation for the development of the Fiscal Year 2015-2020 Con Plan, identified homeless services as a high priority and homeless prevention activities as a medium priority. Eligible activities allowed under the homeless funds that the Stanislaus Urban County receives (ESG & CDBG-PSG) were then compared to existing services available to homeless and at-risk persons. A goal of the Stanislaus Urban County's Homeless Strategy is to increase housing stability and decrease incidents of homelessness in the County by targeting funds to the population most in need. The ESG Program provides both emergency shelter and rental assistance to help stably house homeless households, with and without children, and long-term homeless adults. ESG sub-grantees will assess individual clients' needs and will evaluate their potential for success in the appropriate program. If they are not able to offer the needed service, then clients will be referred to the appropriate resource.

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

One of the Con Plan goals is to "Provide housing and services to special needs populations." These actions include the allocation of Fiscal Year 2019-2020 ESG funds to assist homeless individuals and households via non-profits such as: Community Housing and Shelter Services, Family Promise of Greater Modesto, and the We Care Program-Turlock. These non-profits will provide shelter, homeless prevention, rapid re-housing and HMIS program activities. An additional \$230,606 in CDBG funds specifically for public services have also been allocated to non-profits service providers to address the needs of moderate- and below-income eligible residents of the Stanislaus Urban County. The Stanislaus Urban County also plans to continue to partner and align resources with other entitlement jurisdictions to assist service providers within the County.

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

In addition to the one-year goals specified in the AP-20, Goals #5-8, the Stanislaus Urban County continues to participate as a member in the CoC, to assist in the identification of gaps in services and needs while participating in activities such as the Homeless Point in Time (PIT) count. Through Behavioral Health and Recovery Services (BHRS) and a collaboration of several other County departments, an Outreach and Engagement Center (OEC) was established in 2018. The OEC coordinates the provision of multiple services throughout the County for those experiencing homelessness. Teams of outreach workers go out five (5) days a week to connect homeless individuals directly with benefits and services to engage those who may otherwise not seek assistance. The OEC also serves as a physical

entry point for support through assessments and referrals and is open for walk-in access Monday through Friday.

Addressing the emergency shelter and transitional housing needs of the homeless

The path to obtain and maintain permanent housing has many steps. The first of these steps often involves providing for the immediate basic needs of persons experiencing homelessness, such as food and shelter. In order to continue in the stabilization of shelter clients, transitional housing and supportive services are made available through several non-profit agencies in the community. The Stanislaus Urban County's Homeless Strategy places a high priority on utilizing homeless funds to assist emergency and transitional shelters. Approximately 45% of the Fiscal Year 2019-2020 ESG award (not including state ESG) will fund programs that provide emergency shelter (both seasonal and year-round).

Shelters in Stanislaus County receive a combination of federal, state, local, private, and foundation funding from a diversified stream of sources including: the County's BHRS and CSA, federal CoC, ESG and CDBG programs, community foundations, and others. In total, there are 14 shelters represented on the 2018 HUD Housing Inventory Count (HIC), including several for specific populations like youth, families, or adults. There is a continued dedication to low-barrier, housing-focused shelters to move those without a place to live into permanent housing, and clients from the We Care Program, Children's Crisis Center, Community Housing and Shelter Services (CHSS), and Family Promise were able to receive rapid re-housing assistance to become stable housed. The County is currently exploring locations for a Permanent Access Center, Hub and Satellite Homeless Shelters that will provide assistance and have additional emergency shelter beds.

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

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

The Stanislaus Urban County's homeless strategy also places a high priority on providing rental assistance, housing relocation and stabilization services to persons and households experiencing

homelessness. Approximately 40% of the Fiscal Year 2019-2020 ESG award will go towards ESG programs that provide rental assistance, utility assistance, payment of rental and utility arrears, or rental or utility deposits in combination with case management which works with clients on an individual basis to sustain permanent housing. In addition, a minimum 40% of the state ESG funds are required to be allocated for rapid re-housing activities. The program utilized housing search and placement services, intensive case management, and rental assistance to remove barriers to permanent housing for homeless persons and persons 30% or under the AMI who are at-risk of losing their housing. The Continuum of Care's overall strategy is to provide homeless individuals and households with housing quickly and with supportive services that are of greatest need to support stable housing. Other needs the individuals or households may have are addressed through referrals to existing mainstream resources available in the community. Permanent housing destinations generally include an apartment or house, permanent supportive housing, or living permanently with friends or family. A return to homelessness is indicated by a new entry in a homeless program (i.e. emergency shelter, transitional housing, or rapid re-housing) in HMIS within 365 days after exiting to permanent housing.

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

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

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

Based on the results of the Stanislaus Urban County's HUD Program NOFA released in November 2018, three programs are recommended for ESG funding that will provide shelter, rapid re-housing, homeless prevention and HMIS data support for the Fiscal Year 2019-2020. Community Housing and Shelter Services will be providing data entry support for agencies needing to enter data into the HMIS system. We Care Program-Turlock will be providing shelter year-round and case management to their clients. We Care Program-Turlock will also provide households with security and utility deposits and short- or medium-term rental assistance. Clients will receive case management targeted to gaining employment, budgeting and financial competency. These service providers will assist families and individuals in short-term and transitional housing programs move to permanent housing. The goals of the programs include addressing the barriers that prevent households from leaving transitional housing programs and helping clients to move quickly from homelessness to self-sufficient and independent living.

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

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

DISCUSSION

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

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

INTRODUCTION

The Stanislaus Urban County works with the City of Turlock, who is the lead agency for the City of Turlock/Stanislaus County HOME Consortium in efforts to provide affordable housing opportunities.

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

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

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

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

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

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

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

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

Land Costs, Construction, and Financing: These factors represent a significant constraint to residential development. Developers of affordable housing face challenges in securing financing, due to the limited possible return from rents or sales of affordable units. Many private lenders are concerned with the financial returns for these types of projects; as a result, additional financing and subsidy from state and

federal funding sources are necessary. The Stanislaus Urban County will pursue, where appropriate, state and federal funding and/or subsidies to address land and construction costs.

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

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

DISCUSSION

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

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

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

INTRODUCTION

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

Actions planned to address obstacles to meeting underserved needs

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

Homeless households are also commonly identified as having underserved needs. These households include individuals and families who cannot secure or maintain affordable and safe shelter and lack a

fixed regular residence or reside at nighttime in an emergency shelter or institution. Numerous homeless populations like veterans, youths, seniors, and disabled individuals have specific needs that require more intense specialized attention to resolve their homelessness.

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

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

Stanislaus County, Ceres, Oakdale and Patterson have Housing Rehabilitation Programs that assist owner-occupied households address health and safety related repairs in their homes. These funds will continue to be used to leverage other resources and maximize the number of households to be assisted thereby addressing underserved needs.

The Stanislaus Urban County will continue its partnership with the locally recognized CoC, the Stanislaus Community System of Care (CSoc), a multi-agency collaborative which focuses on the community's housing and social service needs, also allows for the distribution of much needed SuperNOFA funds to affordable housing developers within Stanislaus County. The Stanislaus Urban County will continue partnering with the CoC to address the needs of the community and addressing obstacles to meeting underserved needs.

Actions planned to foster and maintain affordable housing

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

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

Actions planned to reduce lead-based paint hazards

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

Stanislaus Urban County partners with the Childhood Lead Poisoning Prevention Program to distribute information throughout the Stanislaus Urban County. If the source of lead exposure is related to the residential physical environment (e.g. peeling paint that indicates the presence of lead) then the Housing Rehabilitation Programs of the Stanislaus Urban County members may participate in source eradication.

The HACS has addressed the issue of lead-based paint hazards by providing notices to landlords and tenants who participate in the Housing Choice Voucher Program, borrowers/occupants of the Stanislaus Urban County Owner-Occupied Housing Rehabilitation Loan Program, and homebuyers who use HOME and NSP funds, warning them of the hazards of lead-based paint. Additionally, all units that are rehabilitated with NSP and HOME funds are subject to lead-based paint compliance requirements.

Actions planned to reduce the number of poverty-level families

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

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

Actions planned to develop institutional structure

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

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

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

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

The Stanislaus Urban County benefits from a strong network of internal and external housing and community development partners. Housing and Community Development Department (HCD) funds have allowed the Stanislaus County, as the Administrative Entity for state ESG funding, in partnership with the CoC, to further assist in the goal to help the homeless in the community find shelter, housing and supportive services. The CoC has approximately 45-member agencies comprised of a broad spectrum of the community, including providers of services, government agencies, and the private sector. The Stanislaus Urban County relies on the non-profit service sector to provide emergency shelter and transitional and special needs housing. The Stanislaus Urban County will continue to support these organizations and their activities.

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

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

Stanislaus County will continue to participate in regularly scheduled meetings with the cities of Modesto and Turlock to coordinate any CDBG, HOME and ESG funded activity that may be of benefit to each of the separate entitlement communities within Stanislaus County. Further, quarterly meetings will be held between the participating members of the Stanislaus Urban County. This will assure that the activities outlined in the AAP are given the fullest attention for design and implementation or construction.

The Stanislaus Urban County will maintain its membership and active involvement in the CoC, a multi-agency collaborative which focuses on the community's housing and social service needs, to continue outreach and information sharing with other Stanislaus County agencies serving similar clientele.

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

There are three specific HUD goals of the federal CDBG Program:

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

This AAP has been developed to assist the Stanislaus Urban County in achieving these three goals. The overriding consideration that is required of the CDBG program is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the AMI for CDBG grant funds, and 30% or less than the AMI for ESG grant funds. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group (TIG). As identified by the Con Plan for Fiscal Years 2015-2020, priority will be given to projects in the following areas: Infrastructure, Economic Development, Housing Assistance, Housing Programs, and Public Services.

Community Development Block Grant Program (CDBG)

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

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

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$1,200
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	\$1,200

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.	
Specify the years covered that include this Annual Action Plan.	90.00%
Fiscal Years 2019, 2020, 2021 and 2022	

Emergency Solutions Grant (ESG)**Reference 24 CFR 91.420, 91.220 (i) (4)**

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

The Stanislaus Urban County adopted performance standards in line with HUD and HCD guidelines and in coordination of the CoC. These standards include: rapid re-housing clients into permanent housing within 30 days after determination of eligibility; retaining this housing for at least six months; attaining or maintaining income while in permanent housing. Agencies are strongly encouraged to use a progressive engagement strategy with clients to determine their financial need and receive sufficient assistance to maintain housing.

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

Stanislaus County is working with the local Continuum of Care to further develop the Coordinated Entry System and include a larger scale of community participation. The CoC is in the process of updating the Coordinated Entry System (CES) policies and procedures and continues to provide training and resources for new and current agencies entering data into the CES. Stanislaus County and the CoC will work with HUD and HCD and has established a working committee to update the development of this system to ensure compliance with the HEARTH Act.

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

For Fiscal Year 2019-2020, CDBG Public Services and ESG funds were allocated based on a competitive grant cycle to which public service providers could apply for CDBG grants up to \$20,000 and categorical limits for ESG. Applicants were restricted to submitting three (3) applications per agency for CDBG public services, provided each application is a request for a different program or site. One \$25,000 Fair Housing Services Grant, to be funded by CDBG, was made available. All applicants were required to attend a Grant Technical Workshop prior to submission of an application. A panel made up of representation from the Stanislaus Urban County, the County's Chief Executive Office and the local Continuum of Care (CoC) reviewed each written application submission and oral presentation and scored them individually.

The following is the scoring criteria that were utilized for CDBG Public Services Grant and Emergency Solutions Grants (ESG) Program for Fiscal Year 2019-2020:

Capacity & Experience

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

Addressing the Need/Extent of the Problem

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

Collaboration

- Does the Proposed Program Include Cross Sector Engagements?
- Are there Partnerships and Collaborations?
- Outreach and Referrals
-

Accomplishments & Program Evaluation

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

Financials

- Clear and Efficient Budget
- Leveraging Sources

Performance & Risk Assessment

- Implementation- Soundness of Approach
- Monitoring Results and Timeliness

Program Innovation

- Program Innovation

Grant Submittal

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

The Stanislaus Urban County does consult with the local Continuum of Care which has formerly homeless individuals as members. Sub-grantees who administer the shelters and the rapid re-

housing programs have formerly homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

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

APPENDIX 1

CERTIFICATIONS, APPLICATIONS

CERTIFICATIONS

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

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

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

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

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

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

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

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

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

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

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

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

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY 2020, 2021, 2022 and 2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

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

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

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

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

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

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

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

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

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

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

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

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

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>		
* 3. Date Received: <input type="text"/>		4. Applicant Identifier: B-19-UC-06-0100
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text"/>
State Use Only:		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
8. APPLICANT INFORMATION:		
* a. Legal Name: STANISLAUS COUNTY		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>		* c. Organizational DUNS: <input type="text"/>
d. Address:		
* Street1: 1010 10TH STREET, SUITE #3400		
Street2: <input type="text"/>		
* City: MODESTO		
County/Parish: STANISLAUS COUNTY		
* State: CA: California		
Province: <input type="text"/>		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 95354-000		
e. Organizational Unit:		
Department Name: Planning and Community Develop		Division Name: Community Development
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.	* First Name: ANGELA	
Middle Name: <input type="text"/>		
* Last Name: FREITAS		
Suffix: <input type="text"/>		
Title: Director, Planning and Community Development		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: 209-525-6330		Fax Number: 209-535-5911
* Email: Angela@stancounty.com		

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

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

Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Entitlement Community Development Block Grant Program

*** 12. Funding Opportunity Number:**

14-218

*** Title:**

Entitlement Community Development Block Grant Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Stanislaus Urban County's Annual Action Plan for FY 2019-2020 that included \$2,306,059 in CDBG funds for activities such as Public Services, Fair Housing, Infrastructure, and Administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

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

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

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

* a. Federal	<input type="text" value="2,306,059.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,306,059.00"/>

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

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

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

If "Yes", provide explanation and attach

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

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

ASSURANCES - CONSTRUCTION PROGRAMS

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

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



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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT
APPLICANT ORGANIZATION STANISLAUS COUNTY	DATE SUBMITTED 

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.



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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
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19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT
APPLICANT ORGANIZATION STANISLAUS COUNTY	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: _____		4. Applicant Identifier: E-19-UC-06-0100
5a. Federal Entity Identifier: _____		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: STANISLAUS COUNTY		
* b. Employer/Taxpayer Identification Number (EIN/TIN): _____		* c. Organizational DUNS: _____
d. Address:		
* Street1: 1010 10TH STREET, SUITE #3400		
Street2: _____		
* City: MODESTO		
County/Parish: STANISLAUS COUNTY		
* State: CA: California		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 95354-000		
e. Organizational Unit:		
Department Name: Planning and Community Develop		Division Name: Community Development
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.	* First Name: ANGELA	
Middle Name: _____		
* Last Name: FREITAS		
Suffix: _____		
Title: Director, Planning and Community Development		
Organizational Affiliation: _____		
* Telephone Number: 209-525-6330		Fax Number: 209-525-5911
* Email: Angela@stancounty.com		

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

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

Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-231

CFDA Title:

Emergency Solutions Grants Program

*** 12. Funding Opportunity Number:**

14-231

*** Title:**

Entitlement Emergency Solutions Grants Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Stanislaus Urban County's Annual Action Plan for FY 2019-2020 that includes \$202,842 in ESG funds for the delivery of homeless preventions, rapid re-housing, HMIS, shelter, and administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant CA 018

* b. Program/Project CDBG

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2019

* b. End Date: 06/30/2021

18. Estimated Funding (\$):

* a. Federal	202,842.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	202,842.00

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

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

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

If "Yes", provide explanation and attach

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Ms. * First Name: ANGELA

Middle Name:

* Last Name: FREITAS

Suffix:

* Title: DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT

* Telephone Number: 209-525-6330 Fax Number: 209-525-5911

* Email: Angela@stancounty.com

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

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

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2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
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8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT
APPLICANT ORGANIZATION	DATE SUBMITTED
STANISLAUS COUNTY	

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.



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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
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8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT
APPLICANT ORGANIZATION STANISLAUS COUNTY	DATE SUBMITTED 

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Public Service Grant (PSG) and Emergency Solutions Grants (ESG) Program
Requests FY 2019-2020
Applications Received and Recommended Awards

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE GRANTS										
RANKING	SCORE	AGENCY	PROGRAM NAME	PROGRAM TYPE	FOCUS AREA*	GRANT	OTHER FUNDING	OTHER FUNDING AMOUNT	AMOUNT REQUEST	FUNDING RECOMMENDATION
1	182.00	Court Appointed Special Advocates (CASA) of Stanislaus County	Direct Services Project	Case Management	CE, HU, NE, OA, PA, WA	PSG	Judicial Council Grant	\$ 52,000.00	\$ 20,000.00	\$ 20,000.00
2	178.14	Center for Human Services (CHS)	Westside Family Resource Center - Supportive Services	Utility Assistance, Emergency Food Assistance and Case Management	NE, PA, UN	PSG	First Five - Family Resource Center, CHS Fundraising and Donations	\$ 298,638.00	\$ 20,000.00	\$ 20,000.00
3	176.57	Center for Human Services (CHS)	Oakdale Family Resource Center - Crisis Support Program	Utility Assistance, Emergency Food Assistance and Case Management	OA, UN	PSG	First Five - Family Resource Center, CHS Fundraising and Donations	\$ 250,155.00	\$ 20,000.00	\$ 20,000.00
4	175.29	Center for Human Services (CHS)	Ceres Partnership Concrete Support in Times of Need	Utility Assistance, Emergency Food Assistance and Case Management	CE, UN	PSG	CHS Fundraising and Donations and First Five Family Resource Center	\$ 253,635.00	\$ 20,000.00	\$ 20,000.00
5	174.14	Children's Crisis Center (CCC)	Single Parent Intervention Services @ Verda's House	Emergency Shelter and Case Management	HU, WA, UN	PSG	California Center Based Childcare; California State Preschool Program	\$ 281,074.00	\$ 19,999.80	\$ 19,999.80
6	173.86	Children's Crisis Center (CCC)	Single Parent Intervention Services @ Marsha's House	Emergency Shelter and Case Management	CE, NE, PA, UN	PSG	California Center Based Childcare; California State Preschool Program	\$ 241,698.00	\$ 19,999.80	\$ 19,999.80
7	173.50	United Samaritans Foundation (USF)	Daily Bread Mobile Lunch Program	Emergency Food Assistance	County-wide	PSG	Rental Income, Fundraising and Private Donation	\$ 74,333.00	\$ 20,000.00	\$ 20,000.00
8	172.63	Parent Resource Center (PRC)	Families First and More	Counseling and Case Management	UN	PSG	Stanislaus County CSA/First Five Family Funding	\$ 65,000.00	\$ 20,000.00	\$ 20,000.00
9	171.86	Children's Crisis Center (CCC)	Single Parent Intervention Services @ Guardian House	Emergency Shelter and Case Management	OA, WA, UN	PSG	CCTR, CSPP	\$ 127,213.00	\$ 19,999.80	\$ 19,999.80
10	171.71	The Salvation Army Red Shield (SARS)	Athletic and Fitness Program	Recreational Services	UN	PSG	Kidz Day Fundraiser	\$ 3,430.00	\$ 19,480.00	\$ 19,480.00

**Public Service Grant (PSG) and Emergency Solutions Grants (ESG) Program
Requests FY 2019-2020**

Applications Received and Recommended Awards

11	165.57	<i>The Salvation Army Red Shield (SARS)</i>	<i>At Risk Teen Program</i>	<i>Recreational Services</i>	<i>CE, UN</i>	<i>PSG</i>	<i>Kidz Day Fundraiser, True Sense Marketing, Women's Auxiliary Brunch</i>	\$ 30,260.80	\$ 20,000.00	\$ 20,000.00
12	164.29	<i>Disability Resource Agency for Independent Living (DRAIL)</i>	<i>Assistive Technology Program</i>	<i>Health Services</i>	<i>County-wide</i>	<i>PSG</i>	<i>CA Department of Rehabilitation, Health and Human Services</i>	\$ 41,249.05	\$ 20,000.00	\$ 11,126.00
13	163.29	The Salvation Army Red Shield (SARS)	After School Homework Program	Homework Program	CE, UN	PSG	Georgia Triplett Trust, Kidz Day and Christmas Kettles Fundraising Events	\$ 37,800.48	\$ 20,000.00	
14	163.00	United Samaritans Foundation (USF)	Senior Congregate Lunch Program	Nutrition Program	HU, WA, UN	PSG	Program Income	\$ 4,000.00	\$ 20,000.00	
Total PSG Grant Amounts Requested/Recommended for Award								\$ 1,760,486.33	\$ 279,479.40	\$ 230,605.40

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

Bold, Italic, and Shaded = Recommended for Funding

EMERGENCY SOLUTIONS GRANTS (ESG)										
RANKING	SCORE	AGENCY	PROGRAM NAME	PROGRAM TYPE	FOCUS AREA*	GRANT	OTHER FUNDING	OTHER FUNDING AMOUNT	AMOUNT REQUEST	FUNDING RECOMMENDATION
N/A	N/A	Stanislaus County	<i>Program Administration</i>	<i>Administration</i>	<i>County-wide</i>	ESG	<i>Housing and Urban Development</i>	N/A	N/A	\$ 15,213.00
1	178.00	We Care Program - Turlock	We Care Program Emergency Shelter	Emergency Shelter	CE, HU, NE, OA, PA, TU, WA, UN	ESG	Housing and Urban Development, Private Donations, Fundraising, Housing and Community Development, Rental Income	\$ 145,000.00	\$ 117,000.00	\$ 91,992.00
2	175.50	Community Housing and Shelter Services (CHSS)	HMIS Data Support	HMIS	CE, HU, NE, OA, WA, UN	ESG	Stanislaus County	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00
3	175.00	We Care Program - Turlock	We Care Rapid Re-Housing Homeless Prevention Program	Homeless Prevention/ Rapid Re-Housing	CE, HU, TU, UN	ESG	Housing and Urban Development, Private Donations, Fundraising, Housing and Community Development, Rental Income	\$ 97,000.00	\$ 78,000.00	\$ 81,137.00
4	164.43	Cambridge Academies	Host House ReSTART Shelter	Homeless Shelter	NE, PA, UN	ESG	City of Patterson Contract, Cambridge General Fund Donations, HOST House Contracts and Donations	\$ 116,961.28	\$ 116,961.28	\$ -
5	163.86	Community Housing and Shelter Services (CHSS)	Homeless Prevention Rental Assistance	Homeless Prevention/ Rapid Re-Housing	CE, HU, NE, OA, PA, WA, UN	ESG	Stanislaus County	\$ 45,000.00	\$ 45,000.00	\$ -
6	148.71	The Salvation Army	The Salvation Army Emergency Shelter Program	Homeless Shelter	County-wide	ESG	Private Donations	\$ 117,000.00	\$ 117,000.00	\$ -
Total ESG Grant Amounts Requested/Recommended for Award								\$ 535,461.28	\$ 488,461.28	\$ 202,842.00
Total All Grant Amounts Requested/Recommended for Award								\$ 2,295,947.61	\$ 767,940.68	\$ 439,053.00

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

Bold, Italic, and Shaded = Recommended for Funding

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

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. 2019-0308, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall be allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

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

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

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

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

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

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

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

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

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

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

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

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

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

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

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

4. PROGRAM ACTIVITY ELIGIBILITY

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

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

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

4.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

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

5. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

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

5.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

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

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

5.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

5.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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

8. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

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

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

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

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

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

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

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

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

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

9. CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

10. **CONFLICTS OF INTEREST**

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

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

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

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

11. **DRUG-FREE WORK PLACE**

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

12. **ENVIRONMENTAL LAW COMPLIANCE**

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

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

13. **TERMINATION OF SERVICES & REVERSION OF ASSETS**

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

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

14. **GENERAL TERMS AND CONDITIONS**

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

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

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

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

14.6 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

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

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

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

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

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

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

Signatures on following page


COUNTY OF STANISLAUS

By 

Jody Hayes
Chief Executive Officer

Dated

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

By 

Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 

Robert J. Taro
Assistant County Counsel

CITY OF CERES

By Chris T. Vierra
Chris Vierra
Mayor

7-8-19
Dated

ATTEST:

By Diane Nayares-Perez
Diane Nayares-Perez
City Clerk

Reso. 2019-77; 7/9/2019

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

Attachment 1
Urban County City Notice Information

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

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

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

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

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

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

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

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. **2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section I of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.
- C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.
- D. 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.
- E. 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.
- F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.
- G. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.
- H. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.
- I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

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

2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

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

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

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

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

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

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

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

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

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

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

4. PROGRAM ACTIVITY ELIGIBILITY

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

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

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

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

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

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

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

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

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

5.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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

8. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

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

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

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

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

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

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

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

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

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

9. CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

10. CONFLICTS OF INTEREST

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

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

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

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

11. DRUG-FREE WORK PLACE

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

12. ENVIRONMENTAL LAW COMPLIANCE

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

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

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

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

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

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

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

14.6 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

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

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

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

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

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

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


Signatures on following page

COUNTY OF STANISLAUS

By 
Jody Hayes
Chief Executive Officer

Dated _____

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

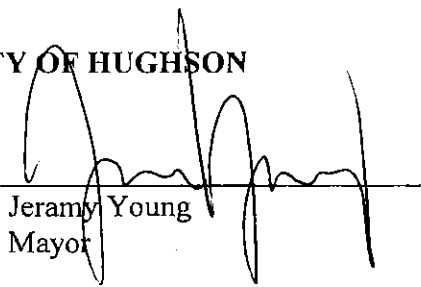
By 
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 
Robert J. Taro
Assistant County Counsel

CITY OF HUGHSON

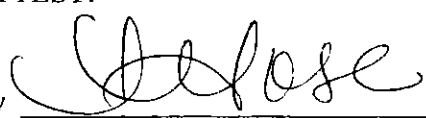
By


Jeramy Young
Mayor

7/8/19
Dated

ATTEST:

By


Ashton Gose
City Clerk

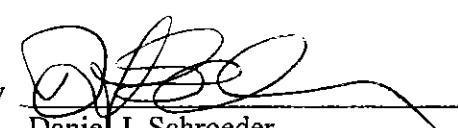
APPROVED AS TO CONTENT:

By


Raul L. Mendez
City Manager

APPROVED AS TO FORM:

By


Daniel J. Schroeder
City Attorney

Attachment 1
Urban County City Notice Information

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

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

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

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

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

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

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

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. 2019-0308, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

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

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

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

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

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

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

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

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

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

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

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

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

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

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

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

4. PROGRAM ACTIVITY ELIGIBILITY

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

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

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

4.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

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

5. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

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

5.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

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

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

5.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

5.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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

8. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

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

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

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

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

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

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

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

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

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

9. CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

10. CONFLICTS OF INTEREST

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

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

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

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

11. DRUG-FREE WORK PLACE

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

12. ENVIRONMENTAL LAW COMPLIANCE

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

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

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

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

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

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

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

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

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

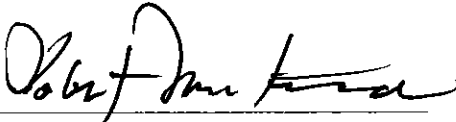
To City: See Attachment 1 – Urban County City Notice Information

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

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


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

CITY OF NEWMAN

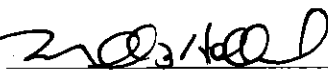
By 
Robert Martina
Mayor

Dated 7/27/19


ATTEST:

By 
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By 
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By 
~~for~~ Nubia Goldstein
City Attorney

Attachment 1
Urban County City Notice Information

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

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

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

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

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

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

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

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. 2019-0308, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

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

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

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

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

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

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

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

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

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

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

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

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

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

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

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

4. PROGRAM ACTIVITY ELIGIBILITY

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

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

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

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

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

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

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

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

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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

8. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

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

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

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

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

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

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

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

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

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

9. CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

10. CONFLICTS OF INTEREST

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

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

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

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

11. DRUG-FREE WORK PLACE

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

12. ENVIRONMENTAL LAW COMPLIANCE

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

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

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

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

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

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

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

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

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

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

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

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

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

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

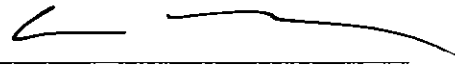
Signatures on following page

COUNTY OF STANISLAUS

By 
Jody Hayes
Chief Executive Officer

Dated _____

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

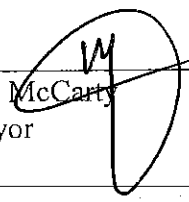
By 
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 
Robert J. Taro
Assistant County Counsel

CITY OF OAKDALE

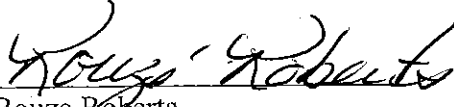
By


J.R. McCarty
Mayor

7-10-19
Dated

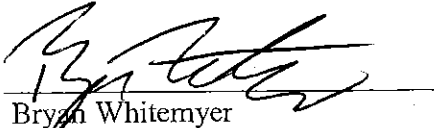
ATTEST:

By


Rouze Roberts
City Clerk

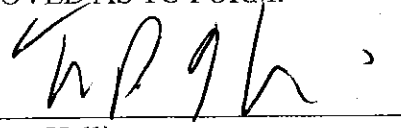
APPROVED AS TO CONTENT:

By


Bryan Whitemyer
City Manager

APPROVED AS TO FORM:

By


Tom Hallinan
City Attorney

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

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

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

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

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

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

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

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. 2019-0308, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall be allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

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

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

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

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

2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

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

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

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

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

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

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

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

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

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

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

4. PROGRAM ACTIVITY ELIGIBILITY

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

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

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

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

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

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

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

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

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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

8. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

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

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

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

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

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

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

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

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

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

9. CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

10. CONFLICTS OF INTEREST

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

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

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

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

11. DRUG-FREE WORK PLACE

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

12. ENVIRONMENTAL LAW COMPLIANCE

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

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

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

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

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

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

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

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

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

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

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

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

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

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

Signatures on following page

COUNTY OF STANISLAUS

By


Jody Hayes
Chief Executive Officer

Dated _____

APPROVED AS TO CONTENT:

Angela Freitas, Director
Planning and Community Development Department

By


Angela Freitas
Director

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By


Robert J. Taro
Assistant County Counsel

CITY OF PATTERSON

By Deborah M. Novelli 7/17/2019
Deborah M. Novelli Dated
Mayor

ATTEST:

By Maricela L. Vela
Maricela L. Vela
City Clerk

APPROVED AS TO CONTENT:

By Ken Irwin
Ken Irwin
City Manager

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres

Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson

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

City of Newman

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

City of Oakdale

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

City of Patterson

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

City of Waterford

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

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

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. **2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall be allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

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

- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

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

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

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

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

2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

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

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

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

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

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

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

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

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

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

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

4. PROGRAM ACTIVITY ELIGIBILITY

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

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

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

4.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

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

5. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

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

5.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

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

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

5.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

5.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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

8. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

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

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

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

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

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

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

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

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

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

9. CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

10. CONFLICTS OF INTEREST

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

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

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

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

11. DRUG-FREE WORK PLACE

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

12. ENVIRONMENTAL LAW COMPLIANCE

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

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

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

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

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

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

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

14.6 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

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

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

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

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

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

CITY OF WATERFORD

By M. Michael Van Winkle
Michael Van Winkle
Mayor

7-18-19
Dated

ATTEST:

By Patricia Krause
Patricia Krause
City Clerk

APPROVED AS TO CONTENT:

By Michael G. Pitcock
Michael G. Pitcock
City Manager

APPROVED AS TO FORM:

By Corbett Browning
Corbett Browning
City Attorney

Attachment 1

Urban County City Notice Information

City of Ceres

Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson

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

City of Newman

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

City of Oakdale

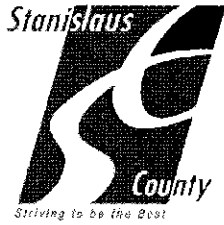
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson

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

City of Waterford

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



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TURLOCK
AND
COUNTY OF STANISLAUS FOR**

JOINT CONSOLIDATED PLANNING AND ASSESSMENT OF IMPEDIMENTS

This MEMORANDUM OF UNDERSTANDING, entered into this 9th day of July 2019 is between the County of **Stanislaus (hereinafter referred to as "County")**, whose address is 1010 10th Street, Suite 3400, Modesto CA 95354, and **City of Turlock (hereinafter referred to as "City")** whose address is 156 South Broadway, Suite 140, Turlock, CA 95380.

WHEREAS, **County** and the **City** are partners in the City of Turlock/Stanislaus Urban County HOME Consortium; and

WHEREAS, **County** is the "lead agency" for the Stanislaus Urban County and the **City** is the "lead agency" of the City of Turlock/Stanislaus County HOME Consortium both which receive federal funding requiring the independent preparation of a Consolidated Plan, Annual Action Plan, and an Analysis of Impediments; and

WHEREAS, **County** and the **City** have solicited proposals from qualified consultants for consultant services to complete: 1) a Consortium Consolidated Plan and a regional Analysis of Impediments to Fair Housing for both jurisdictions, plus the City of Modesto and the Stanislaus Regional Housing Authority, and 2) individual Annual Action Plans for each jurisdiction; and

WHEREAS, on December 19, 2018 the **County** and the **City** received two proposals for consultant services – TDA Consulting, Inc. and The Cloudburst Group; and

WHEREAS, The Cloudburst Group has been selected as the Consultant to provide the desired professional services; and

WHEREAS, **County** will serve as the "lead agency" for purposes of the development of the Consortium Consolidated Plan and the **City** will serve as the "Participating Agency" for purposes of the Consolidated Plan, with federal authorization to submit the Consortium Consolidated Plan in IDIS; and

WHEREAS, **County** and the **City** wish to enter into this Memorandum of Understanding (MOU) to clearly identify the roles and responsibilities of each party as they relate to professional services to be provided by the selected Consultant, including payment of all costs incurred.

NOW THEREFORE, County and the City agree as follows:

ARTICLE I
PARTY RESPONSIBILITIES

1. County will enter into a professional services agreement with The Cloudburst Group for the delivery of services as outlined in the program details, for a City and County joint project, in the Consultants Proposal to the County's RFP #18-61-AS.
2. County will provide all Consultant invoices with costs payable by the City to the City for review and approval prior to payment. The County will pay all invoices in full and the City shall reimburse the County for their share of the costs within 30-days of invoice approval as outlined in Article IV.
3. County will serve as the "lead agency" for purposes of the development of the Consortium Consolidated Plan submittal to the United States Department of Housing and Urban Development in IDIS and the City will serve as the "Participating Agency" for purposes of the Consortium Consolidated Plan. The City is the federally authorized entity that will submit the completed Consortium Consolidated Plan to HUD via IDIS.
4. Adoption of the Consortium Consolidated Plan, Analysis of Impediments, and Annual Action Plans resulting from this MOU shall be conducted independently through each jurisdiction's legislative decision-making body.
5. Both County and City shall adhere to applicable federal and state laws, regulations, and guidelines.
6. County and City shall follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>
7. County and the City shall be responsible for all costs incurred under this MOU as reflected in Attachment "A" – Joint Consolidated Planning and Assessment of Impediments Cost Sharing.

ARTICLE II
GENERAL PROVISIONS

1. This MOU, including attachments, shall form the entire agreement and understanding between **County** and **City**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this MOU in any way.

2. The governing law of this MOU shall be the law of the State of California, . The parties agree that County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this MOU.
3. Communications to **County** shall be directed to:

Stanislaus County Planning & Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525 - 6330
FAX: (209) 525 - 5911

Communications to **City** shall be directed to:

City of Turlock, Housing Program Services Division
156 South Broadway, Suite 140,
Turlock, CA 95380

ARTICLE III TERM

The term of this MOU shall be from June 1, 2019 through October 31, 2020 or until all work to be conducted by The Cloudburst Group under the terms of this Agreement has been conducted and all costs incurred paid.

ARTICLE IV CHARGES, INVOICING, AND PAYMENT

1. County will provide all Consultant invoices, with costs payable by the City, to the City for review and approval prior to payment. The City shall have 15-days to review the invoice.
2. The County will pay all invoices in full and the City shall reimburse the County for its share of the costs within 30-days of invoice approval.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

This MOU is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with City or any persons employed by City including Subcontractors or employees thereof. The City and County shall control the manner and means of accomplishing the performance of the MOU.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

1. The **City and County** shall maintain throughout the period of this MOU the following insurance coverages, which shall be written on an "occurrence" basis:
 - A. Worker's Compensation and Employer's Liability insurance, as required by law;
 - B. Comprehensive General, bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
 - C. Comprehensive automobile liability insurance for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.
2. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of any act or failure to act by the other party under or in connection with any work delegated to that party under this MOU. The parties further agree, pursuant to Governmental Code Section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this MOU.

ARTICLE VII MODIFICATIONS

Specific activities outlined in this MOU may be modified in keeping with established Program regulations and guidelines by written consent of all parties involved.

ARTICLE VIII DISPUTES

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this MOU.

ARTICLE IX NON-ASSIGNMENT

Neither party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

ARTICLE X SEVERABILITY AND SURVIVAL

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this MOU will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XI
TERMINATION**

1. Each party retains the right to terminate this MOU without cause upon thirty (30) days advance notice to the other. Each party retains the right to terminate this MOU for cause upon twenty-one (21) days advance written notice to the other, which notice shall specify the cause.
2. After termination, the City shall remain responsible for the payment of any outstanding cost share for work already performed by the Consultant for the benefit of the City.

**ARTICLE XII
ENTIRE DOCUMENT**

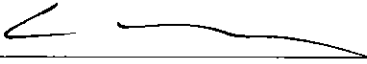
This MOU represents the entire agreement between the parties and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, as follows:

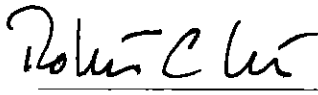
COUNTY OF STANISLAUS
County of Stanislaus Planning &
Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
209-525-6330

CITY OF TURLOCK
Housing Services Division
156 South Broadway, Suite 140
Turlock, CA 95380
209) 668-5542

SIGNATORIES



Angela Freitas, Director
County of Stanislaus
Planning and Community Development
Department



Robert C. Lawton, City Manager
City of Turlock

APPROVED AS TO FORM:



Robert J. Taro
Assistant County Counsel

Consortium Consolidated Plan (Con Plan), Annual Action Plans (AAPs), and Regional Analysis of Impediments to Fair Housing (AI)
Stanislaus County and City of Turlock Cost Share

Joint Consolidated Plan, Annual Action Plans, and Regional Analysis of Impediments to Fair Housing	Stanislaus County	City of Turlock	City of Modesto	Housing Authority	Total Cost
Consolidated Plan	\$ 10,123.00	\$ 10,123.00	N/A	N/A	\$ 20,246.00
Annual Action Plans	\$ 3,200.00	\$ 3,200.00	N/A	N/A	\$ 6,400.00
Analysis of Impediments to Fair Housing	\$ 11,031.00	\$ 2,988.00	\$ 8,963.00	\$ 5,744.00	\$ 28,726.00
Project Costs*	\$ 18,601.20	\$ 18,601.20	\$ 2,066.80	\$ 2,066.80	\$ 41,336.00
TOTAL	\$ 42,955.20	\$ 34,912.20	\$ 11,029.80	\$ 7,810.80	\$ 96,708.00
<u>*Project Costs Breakdown</u>	<u>Stanislaus County</u>	<u>City of Turlock</u>	<u>City of Modesto</u>	<u>Housing Authority</u>	<u>Total Cost</u>
Project Launch	\$ 3,821.85	\$ 3,821.85	\$ 849.30	\$ 849.30	\$ 7,643.70
Initial Data Analysis	\$ 2,443.95	\$ 2,443.95	\$ 543.10	\$ 543.10	\$ 4,887.90
Citizen and Stakeholder Engagement	\$ 5,907.15	\$ 5,907.15	\$ 1,312.70	\$ 1,312.70	\$ 11,814.30
Final Data Analysis & Recommendations	\$ 2,172.60	\$ 2,172.60	\$ 482.80	\$ 482.80	\$ 4,345.20
Final Draft of Documents	\$ 764.55	\$ 764.55	\$ 169.90	\$ 169.90	\$ 1,529.10
Public Hearings and Submission	\$ 3,491.10	\$ 3,491.10	\$ 775.80	\$ 775.80	\$ 6,982.20

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: Court Appointed Special Advocates (CASA) of Stanislaus County- Direct Services

Sub-recipient Address: P.O. Box 3488, Modesto CA 95353

Program Contact Name and Phone: Steve Ashman, ED, 209-548-6320

Email: casaed@stanct.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Court Appointment Special Advocates (CASA) of Stanislaus County
Sub-recipient Unique Entity Identifier	157112215
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$20,000.00
Remaining Balance of Previous Award:	CDBG \$ 0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Court Appointed Special Advocates (CASA) of Stanislaus County** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Direct Services Project** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

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

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$20,000.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. **TERM**

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. **USE OF FUNDS**

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principles for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

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

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

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

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

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

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

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

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

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

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

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

14.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age, political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age, political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

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

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

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

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

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

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

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

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

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

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

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

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

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

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

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

To Organization: **Court Appointed Special Advocates (CASA) of Stanislaus County**
 Attention: Steven Ashman, Executive Director
 P.O. Box 3488
 Modesto, CA 95353

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

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

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

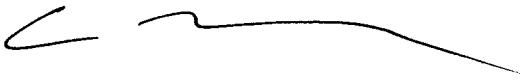
--Signatures on following page --

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

COUNTY OF STANISLAUS

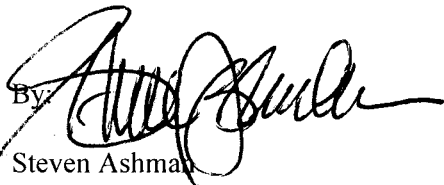
**COURT APPOINTED SPECIAL ADVOCATES
(CASA) OF STANISLAUS COUNTY**

By:


Angela Freitas, Director
Planning and Community Development

"County"

By:



Steven Ashman
Executive Director

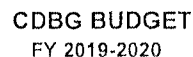
"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By:


Robert J. Taro
Assistant County Counsel



Individuals Served: 20 Households Served 20
PROGRAM GOALS:

PROGRAM GOALS:

ADDITIONAL PROGRAM COSTS (be specific)		
	Requested	Awarded
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

INDIRECT PROGRAM COSTS		
*Only allowed with federal authorization letter/County approved		
	Requested	Awarded
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	Requested	Awarded
TOTAL:	\$20,000.00	\$20,000.00

Approved Budget and Amended Budget Totals MUST equal.

Signature of Project Director or Authorized Person **Required** Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: STEVE B. HARRIS Date: 7/7/19

Signature: [Signature] Date: 7/7/19

Vendor Name: Court Appointed Special Advocates (CASA) of Stanislaus County CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: [Signature] Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Direct Services Project
Total Amount Awarded (should match Budget "Exhibit A"): \$ 20,000.00
2. Legal Name of Agency Requesting Funding: CASA of Stanislaus County
DBA: Court Appointed Special Advocates of Stanislaus County
Agency Address: PO Box 3488, Modesto, CA 95353
Phone: 209-548-6320 Fax: 209-236-7792
Incorporated Year: 2002 501(c)(3) Yes Tax ID number: 91-2168629
DUNS Number (9 digit No.): 157112215
3. Contact Name: Steven Ashman Title: Executive Director
Contact Address (if different than above): 801 11th Street, 3rd fl., Modesto, CA 95353
Contact e-mail address: casaed@stanct.org
Contact Phone: 209-548-6320 Fax: 209-236-7792
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 20 (H) 20
6. Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

Number of Children served in grant area and advocates recruited.
7. Summarized Project Description:

The agency works in partnership with the County's Superior Court and provides case management youth in and out of the foster care system to address the needs of dependent youth in Stanislaus County. Services directly benefit a vulnerable "low-income" population (children by definition are not in control of their resources). The CASA advocate works with other agencies and parties to make informed recommendations on the child's behalf directly to the Dependency Judge, who makes all orders regarding the youth's case. The case management of CASA volunteers allows judges to ensure successful outcomes for children that are involved in the foster care system.

EXHIBIT D

Personnel Information

Project: Direct Services Project Agency: CASA of Stanislaus County

Project: Direct Services Project Agency: CASA of Stanislaus County

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CDBG Funds (per month)
Executive Director	Direct Svc/Admin	\$41.56	160	\$6,649.60	\$650.00
Program Manager	Direct Svc/Admin	\$19.00	144	\$2,736.00	\$417.00
Case Manager	Direct Svc	\$15.60	120	\$1,872.00	\$600.00
Case Manager	Direct Svc	\$16.10	144	\$2,318.40	\$0.00
Case Manager	Direct Svc	\$16.50	144	\$2,376.00	\$0.00
Case Manager	Direct Svc	\$16.20	144	\$2,332.80	\$0.00
Advocate Volunteers	Direct Svc	\$29.09	1200	\$34,908.00	\$0.00
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$53,192.80	\$1,667.00

Program Totals:	\$638,313.60	\$20,000.00
------------------------	---------------------	--------------------

(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: Center for Human Services – Ceres Partnership - Concrete Support in Times of Need

Sub-recipient Address: 2000 West Briggsmore Ave., Ste. I, Modesto CA 95350

Program Contact Name and Phone: Lori B. Schumacher, Program Director, 209-526-1476

Email: lschumacher@centerforhumanservices.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Center for Human Services (CHS)
Sub-recipient Unique Entity Identifier	038119202
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$20,000.00
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Center for Human Services** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Ceres Partnership- Concrete Support in Times of Need** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. COMPENSATION

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

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

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$20,000.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization’s intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County’s obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization’s business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. TERM

The services of Organization are to commence on July 1, 2019, and end on June 30, 2020, 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.

10. USE OF FUNDS

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principles for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

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

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

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

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

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

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

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

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

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

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

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

14.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 **Status of Organization.** All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 **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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

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

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

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

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

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

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

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

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

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

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

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

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

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

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

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

To Organization: **Center for Human Services (CHS)**
 Attention: Cindy Duenas, Executive Director
 2000 West Briggsmore Avenue, Suite 1
 Modesto, CA 95350

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

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

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


–Signatures on following page –

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

COUNTY OF STANISLAUS

CENTER FOR HUMAN SERVICES

By:



Angela Freitas, Director
Planning and Community Development

"County"

By:



Cindy Duenas
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By:



Robert J. Taro
Assistant County Counsel



CDBG BUDGET
FY 2019-2020

Agency: Center for Human Services
Project: Ceres Partnership- Concrete Support in Times of Need
Project No.: _____

Individuals Served: 350 Households Served 100

PROGRAM GOALS:

ESSENTIAL SERVICES		
Essential Services	Requested	Awarded
Salaries	\$0.00	\$0.00
Salaries- Case Management	\$6,536.40	\$6,536.40
Benefits/Taxes (capped at 20% of salary)	\$1,307.28	\$1,307.28
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$7,843.68	\$7,843.68

ADDITIONAL PROGRAM COSTS (be specific)		
	Requested	Awarded
Crisis Assistance	\$12,156.32	\$12,156.32
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$12,156.32	\$12,156.32

DIRECT PROGRAM-RELATED COSTS		
Operational Costs	Requested	Awarded
Rent/Lease of Space:	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Telephone/Internet	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00
Printing	\$0.00	\$0.00
Automobile/Transportation/Mileage	\$0.00	\$0.00
Staff Training/Conferences	\$0.00	\$0.00
Professional Fees (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

INDIRECT PROGRAM COSTS		
*Only allowed with federal authorization letter/County approved		
	Requested	Awarded
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	Requested	Awarded
TOTAL:	\$20,000.00	\$20,000.00

Approved Budget and Amended Budget Totals MUST equal.

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation	Approve or Deny (Circle One)
	7/12/2019
Signature of Stanislaus County CDBG Program Official	Date

Signature of Project Director or Authorized Person Required Date 8/12/19

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Cindy Duenas Date: 8/5/19

Signature: Cindy Duenas Date: 8/5/19

Vendor Name: Center for Human Services (CHS) FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Ceres Partnership, Concrete Support in Times of Need
Total Amount Awarded (should match Budget "Exhibit A"): \$ 20,000.00
2. Legal Name of Agency Requesting Funding: Center for Human Services (CHS)
DBA: Center for Human Services (CHS)
Agency Address: 2000 W. Briggsmore Avenue, Ste. I, Modesto, CA 95350
Phone: (209) 526-1476 Fax: (209) 526-0908
Incorporated Year: 1970 501(c)() Tax ID number: 94-1725620
DUNS Number (9 digit No.): 038119202
3. Contact Name: Lori Schumacher Title: Program Director
Contact Address (if different than above): Same as above
Contact E-mail Address: lschumacher@centerforhumanservices.org
Contact Phone: (209) 526-1476 Fax: (209) 526-0908
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 350 (H) 100
6. Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

94% of families reported improved functioning after receiving concrete support
90% of families who received utility assistance reported increased knowledge of personal finances and budgeting
7. Summarized Project Description:

Ceres Partnership (CP) proposes the expansion of our Concrete Support in Times of Need program. CP offers support services, activities, and opportunities that respond comprehensively to the needs of individuals and families. The program will provide support services for low income and homeless residents experiencing emergency/urgent needs (food, utility assistance, clothing, baby supplies and hygiene needs). Families and individuals who are in need of concrete support will work with a Family Advocate, complete a Welcome Form and may receive a Family Development Matrix Assessment to determine their level of need and to assist with future economic stability. Families and individuals who receive utility assistance will also need to complete a Budget and Financial Planning Training. To expand economic opportunities for every client, Ceres Partnership will offer a new financial literacy program to help households avoid chronic financial instability. This new integrated service will build knowledge and create a pathway to resources that allow consumers to understand credit and credit scores, access financial services and products, and learn about vital financial frameworks. Families will also be linked to other programs such as housing, Parent Café, CalFresh, and other community programs that can further strengthen the household.

EXHIBIT D

Project: Ceres PFHC Agency: Center for Human Services

Agency: Center for Human Services

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CDBG Funds (per month)
Lead Family Advocate	Direct Service	\$20.95	26	\$544.70	\$544.70
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$544.70	\$544.70

Monthly Totals:	\$544.70	\$544.70
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Program Totals:	\$6,536.40	\$6,536.40
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: Center for Human Services – Oakdale Family Resource Center

Sub-recipient Address: 2000 West Briggsmore Ave., Ste. I, Modesto CA 95350

Program Contact Name and Phone: Lori B. Schumacher, Program Director, 209-526-1476

Email: lschumacher@centerforhumanservices.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Center for Human Services (CHS)
Sub-recipient Unique Entity Identifier	038119202
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$20,000.00
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Center for Human Services** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Oakdale Family Resource Center – Crisis Support Program** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. COMPENSATION

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to May 15 of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

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

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed \$20,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. **TERM**

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. **USE OF FUNDS**

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

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

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

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

12.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

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

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

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

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

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

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

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

14.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 **Status of Organization.** All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 **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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

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

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

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

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

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

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

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

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

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

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

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

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

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

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

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

To Organization: **Center for Human Services (CHS)**
 Attention: Cindy Duenas, Executive Director
 2000 West Briggsmore Avenue, Suite 1
 Modesto, CA 95350

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

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

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

–Signatures on following page –

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

COUNTY OF STANISLAUS

CENTER FOR HUMAN SERVICES

By: 

Angela Freitas, Director
Planning and Community Development

"County"

By: 

Cindy Duenas
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By: 
Robert J. Taro
Assistant County Counsel



CDBG BUDGET
FY 2019-2020

Agency: Center for Human Services
Project: Oakdale FRC-Crisis Support
Project No.: _____

Individuals Served: 650 Households Served 250
PROGRAM GOALS:

ESSENTIAL SERVICES		
Essential Services	Requested	Awarded
Salaries	\$0.00	\$0.00
Salaries- Case Management	\$7,385.04	\$7,385.04
Benefits/Taxes (capped at 20% of salary)	\$1,477.00	\$1,477.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$8,862.04	\$8,862.04

DIRECT PROGRAM-RELATED COSTS		
Operational Costs	Requested	Awarded
Rent/Lease of Space:	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Telephone/Internet	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00
Printing	\$0.00	\$0.00
Automobile/Transportation/Mileage	\$0.00	\$0.00
Staff Training/Conferences	\$0.00	\$0.00
Professional Fees (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

ADDITIONAL PROGRAM COSTS (be specific)		
	Requested	Awarded
Crisis Assistance	\$11,137.96	\$11,137.96
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$11,137.96	\$11,137.96

INDIRECT PROGRAM COSTS		
*Only allowed with federal authorization letter/County approved		
	Requested	Awarded
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	Requested	Awarded
TOTAL:	\$20,000.00	\$20,000.00

Approved Budget and Amended Budget Totals **MUST** equal.

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation	Approve or Deny (Circle One)
Signature of Stanislaus County CDBG Program Official	Date <u>7/12/2019</u>

Signature of Project Director or Authorized Person Required Date 8/12/19

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Cindy Duenas Date: 8/5/19

Signature: Cindy Duenas Date: 8/5/19

Vendor Name: Center for Human Services (CHS) FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County
Community Development Block Grant (CDBG) Program
Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Oakdale Family Resource Center – Crisis Support
Total Amount Awarded (should match Budget "Exhibit A"): \$ 20,000.00
2. Legal Name of Agency Requesting Funding: Center for Human Services (CHS)
DBA: Center for Human Services (CHS)
Agency Address: 2000 W. Briggsmore Avenue, Ste. I, Modesto, CA 95350
Phone: (209) 526-1476 Fax: (209) 526-0908
Incorporated Year: 1970 501(c)() Tax ID number: 94-1725620
DUNS Number (9 digit No.): 038119202
3. Contact Name: Lori Schumacher Title: Program Director
Contact Address (if different than above): Same as above
Contact E-mail Address: lschumacher@centerforhumanservices.org
Contact Phone: (209) 526-1476 Fax: (209) 526-0908
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 650 (H) 250
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
 - 75% of clients will report improved functioning as a result of the concrete support services that they received.
 - 50 individuals who are of senior age will receive utility assistance or food during our work at the Senior Centre.
7. Summarized Project Description:

At Oakdale Family Resource and Counseling Centre, we see many families who are experiencing crisis due to stress and lack of basic needs (food, shelter, clothing, utilities). Our goal is to promote strong and stable residents, families and communities in Oakdale, Valley Home and Knights Ferry. We are proposing a continuation of our Crisis Support program at our Oakdale FRC, to address local emergency needs and help low-income or homeless residents facing economic burdens. CHS believes people need a safe environment and the capacity to protect and support their families. Our Crisis Support program will meet the county's Consolidated Plan goal of "alleviating physical and economic distress" by providing a caring environment at the FRC, working with our partners, connecting people to systems of support in their community and focusing on each resident's strengths. CHS will meet individually with residents and families who need assistance with utility bills, food, and clothing. Our staff will provide a Welcome Form and look for the root causes of need. We will provide budgeting information, water and energy conservation resources. We will also offer services to seniors at our local Senior Center. We will be stationed there monthly providing food, utility assistance and resources to seniors who struggle to get to our FRC.

EXHIBIT D

Personnel Information

Project: Oakdale Family Resource Center

Agency: Center for Human Services

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CDBG Funds (per month)
Program Specialist	Direct Service	\$15.78	39	\$615.42	\$615.42
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$615.42	\$615.42

Program Totals:	\$7,385.04	\$7,385.04
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Oakdale Family Resource Center – Crisis Support
Total Amount Awarded (should match Budget "Exhibit A"): \$ 20,000.00
2. Legal Name of Agency Requesting Funding: Center for Human Services (CHS)
DBA: Center for Human Services (CHS)
Agency Address: 2000 W. Briggsmore Avenue, Ste. I, Modesto, CA 95350
Phone: (209) 526-1476 Fax: (209) 526-0908
Incorporated Year: 1970 501(c)() Tax ID number: 94-1725620
DUNS Number (9 digit No.): 038119202
3. Contact Name: Lori Schumacher Title: Program Director
Contact Address (if different than above): Same as above
Contact E-mail Address: lschumacher@centerforhumanservices.org
Contact Phone: (209) 526-1476 Fax: (209) 526-0908
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 650 (H) 250
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
 - 75% of clients will report improved functioning as a result of the concrete support services that they received.
 - 50 individuals who are of senior age will receive utility assistance or food during our work at the Senior Centre.
7. Summarized Project Description:

At Oakdale Family Resource and Counseling Centre, we see many families who are experiencing crisis due to stress and lack of basic needs (food, shelter, clothing, utilities). Our goal is to promote strong and stable residents, families and communities in Oakdale, Valley Home and Knights Ferry. We are proposing a continuation of our Crisis Support program at our Oakdale FRC, to address local emergency needs and help low-income or homeless residents facing economic burdens. CHS believes people need a safe environment and the capacity to protect and support their families. Our Crisis Support program will meet the county's Consolidated Plan goal of "alleviating physical and economic distress" by providing a caring environment at the FRC, working with our partners, connecting people to systems of support in their community and focusing on each resident's strengths. CHS will meet individually with residents and families who need assistance with utility bills, food, and clothing. Our staff will provide a Welcome Form and look for the root causes of need. We will provide budgeting information, water and energy conservation resources. We will also offer services to seniors at our local Senior Center. We will be stationed there monthly providing food, utility assistance and resources to seniors who struggle to get to our FRC.

EXHIBIT D

Personnel Information

Project: Oakdale Family Resource Center

Project: Oakdale Family Resource Center Agency: Center for Human Services

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CDBG Funds (per month)
Program Specialist	Direct Service	\$15.78	39	\$615.42	\$615.42
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$615.42	\$615.42

Program Totals:	\$7,385.04	\$7,385.04
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: Center for Human Services – Westside Family Resource Center

Sub-recipient Address: 2000 West Briggsmore Ave., Ste. I, Modesto CA 95350

Program Contact Name and Phone: Lori B. Schumacher, Program Director, 209-526-1476

Email: lschumacher@centerforhumanservices.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Center for Human Services (CHS)
Sub-recipient Unique Entity Identifier	038119202
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$20,000.00
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Center for Human Services** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Westside Family Resource Centers- Supportive Services** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. COMPENSATION

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

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

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$20,000.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. **TERM**

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. **USE OF FUNDS**

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

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

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

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

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

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

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

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

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

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

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

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

14.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

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

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

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

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

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

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

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

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

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

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

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

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

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

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

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

To Organization: **Center for Human Services (CHS)**
 Attention: Cindy Duenas, Executive Director
 2000 West Briggsmore Avenue, Suite 1
 Modesto, CA 95350

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

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

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

–Signatures on following page –

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

COUNTY OF STANISLAUS

CENTER FOR HUMAN SERVICES

By: 

Angela Freitas, Director
Planning and Community Development

"County"


By: 

Cindy Duenas
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By: 
Robert J. Taro
Assistant County Counsel



**CDBG BUDGET
FY 2019-2020**

Agency: Center for Human Services
 Project: Westside Family Resource Centers - Supportive Services
 Project No.: _____

Individuals Served: 440 Households Served 143

PROGRAM GOALS:

ESSENTIAL SERVICES		
Essential Services	Requested	Awarded
Salaries	\$0.00	\$0.00
Salaries- Case Management	\$8,341.44	\$8,341.44
Benefits/Taxes (capped at 20% of salary)	\$1,668.00	\$1,668.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$10,009.44	\$10,009.44

DIRECT PROGRAM-RELATED COSTS		
Operational Costs	Requested	Awarded
Rent/Lease of Space:	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Telephone/Internet	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00
Printing	\$0.00	\$0.00
Automobile/Transportation/Mileage	\$0.00	\$0.00
Staff Training/Conferences	\$0.00	\$0.00
Professional Fees (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

ADDITIONAL PROGRAM COSTS (be specific)		
	Requested	Awarded
Crisis Assistance	\$9,990.56	\$9,990.56
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$9,990.56	\$9,990.56

INDIRECT PROGRAM COSTS		
*Only allowed with federal authorization letter/County approved		
	Requested	Awarded
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	Requested	Awarded
TOTAL:	\$20,000.00	\$20,000.00

Approved Budget and Amended Budget Totals MUST equal.

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation	Approve or Deny (Circle One)
	7/12/2019
Signature of Stanislaus County CDBG Program Official	Date

Signature of Project Director or Authorized Person **Required** Date 8/12/19

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Cindy Duenas Date: 8/5/19

Signature: Cindy Duenas Date: 8/5/19

Vendor Name: Center for Human Services (CHS) FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County
Community Development Block Grant (CDBG) Program
Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Westside Family Resource Centers – Supportive Services
Total Amount Awarded (should match Budget "Exhibit A"): \$ 20,000.00
2. Legal Name of Agency Requesting Funding: Center for Human Services (CHS)
DBA: Center for Human Services (CHS)
Agency Address: 2000 W. Briggsmore Avenue, Ste. I, Modesto, CA 95350
Phone: (209) 526-1476 Fax: (209) 526-0908
Incorporated Year: 1970 501(c)() Tax ID number: 94-1725620
DUNS Number (9 digit No.): 038119202
3. Contact Name: Lori Schumacher Title: Program Director
Contact Address (if different than above): Same as above
Contact E-mail Address: lschumacher@centerforhumanservices.org
Contact Phone: (209) 526-1476 Fax: (209) 526-0908
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 440 (H) 143
6. Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

of families and individuals who were provided with utility assistance.
of families and individuals who received crisis and basic needs.
7. Summarized Project Description:

CHS Westside Resource Centers is proposing to provide families and individuals with concrete support in time of need to include: utility assistance, crisis and basic needs assistance. These services will be provided through the Patterson and Newman Family Resource Centers to families and individuals whose income levels are extremely low, very low and moderate (HUD's guidelines). Families and individuals who will be assisted reside on the West part of the county, in Grayson, Westley, Patterson, Crows Landing, and Newman. Specific support provided:

- Utility Assistance: CHS will provide assistance to families and individuals who are at risk of having their utility service interrupted or disconnected.
- Crisis and basic needs assistance: CHS will provide support for food, clothing, temporary shelter, hygiene supplies, application assistance and translation services to families and individuals who meet the income criteria.
- Provide targeted support for senior citizens, including outreach, assistance with CalFresh applications and other resources/referrals at local senior centers in Patterson and Newman.

EXHIBIT D

Personnel Information

Project: Westside Family Resource Center

Project: Westside Family Resource Center Agency: Center for Human Services

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CA-ESG Funds (per month)
Family Advocate	Direct Service	\$16.32	35	\$571.20	\$571.20
Program Specialist	Direct Service	\$15.49	8	\$123.92	\$123.92
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$695.12	\$695.12

Program Totals:	\$8,341.44	\$8,341.44
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name and Program: Children's Crisis Center of Stanislaus County, Inc. – Guardian House

Sub-recipient Address: P.O. Box 1062, Modesto CA 95350

Program Contact Name and Phone: Colleen Garcia, ED, 209-577-0138 x110

Email: garciac@childrenscrisiscenter.com

Fiscal Year: 2019-2020

Program Description:
See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Children's Crisis Center of Stanislaus County, Inc.
Sub-recipient Unique Entity Identifier	052995354
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$19,999.80
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Children's Crisis Center** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Single Parent Intervention Services – Guardian House** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

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

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$19,999.80**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. TERM

The services of Organization are to commence on July 1, 2019, and end on June 30, 2020, 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.

10. USE OF FUNDS

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

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

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

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

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

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

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

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

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

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

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

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

14.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

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

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

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

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

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

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

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

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

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

25.2 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.

25.3 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 Assignment. County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

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

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

25.8 Integration. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

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

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

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

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

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

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

–Signatures on following page –

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

COUNTY OF STANISLAUS

By:

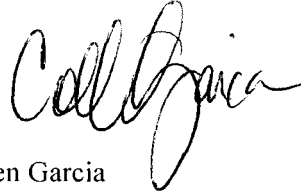


Angela Freitas, Director
Planning and Community Development

"County"

CHILDREN'S CRISIS CENTER

By:



Colleen Garcia
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By:



Robert J. Taro
Assistant County Counsel

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Colleen Garcia Date: _____

Signature: Colleen Garcia Date: _____

Vendor Name: Children's Crisis Center of Stanislaus County, Inc. FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Single Parent Intervention Services @ Guardian House
Total Amount Awarded (should match Budget "Exhibit A"): \$ 19,999.80
2. Legal Name of Agency Requesting Funding: Children's Crisis Center of Stanislaus County, Inc.
DBA: Children's Crisis Center
Agency Address: P.O. Box 1062, Modesto, CA 95353
Phone: (209) 577-0138 Fax: (209) 577-4337
Incorporated Year: 1980 501(c) (3.00) Tax ID number: 94-2686499
DUNS Number (9 digit No.): 052995354
3. Contact Name: Colleen Garcia Title: Executive Director
Contact Address (if different than above): _____
Contact E-mail Address: garciac@childrenscrisiscenter.com
Contact Phone: (209) 577-0138 Fax: (209) 577-4337
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 101 (H) 40
6. Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

Through this project, 101 high risk children will receive essential services to improve cognitive abilities; 40 members of single parent households will learn positive methods of coping with stressful life events.

7. Summarized Project Description:

The proposed program is a new project developed to administer child abuse prevention and intervention services to single parent households of marginalized families struggling with poverty and other risk factors such as homelessness, substance abuse, domestic violence, mental illness or housing insecurities. For this proposed project, participant families will be residents of Oakdale, Valley Home, Salida, Hickman and Waterford. Services will be delivered from Guardian House in Oakdale. This project will offer protective childcare, emergency shelter, meals, crisis counseling, case management, and essential support services to assist impoverished single parent households. Beneficiaries will be from high-risk single parent households, with children ages newborn to 17 years of age, living below 80% of the area median income; enduring social difficulties, economic hardships and traumatic events. Emergency Intervention specialists will serve the protective needs of children offering physical, emotional, medical, therapeutic and nutritional services. Case Managers will introduce essential, supportive services to single parents struggling with economic and social factors that are inhibiting their ability to safely parent.

EXHIBIT D

Personnel Information

Project: Single Parent/Guardian House Agency: Children's Crisis Center

Project: Single Parent/Guardian House Agency: Children's Crisis Center

[illegible]

Program Totals:	\$255,849.84	\$19,999.80
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: Children's Crisis Center of Stanislaus County, Inc. – Marsha's Shelter

Sub-recipient Address: P.O. Box 1062, Modesto CA 95350

Program Contact Name and Phone: Colleen Garcia, ED, 209-577-0138 x110

Email: garciac@childrenscrisiscenter.com

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Children's Crisis Center of Stanislaus County, Inc.
Sub-recipient Unique Entity Identifier	052995354
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$19,999.80
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Children's Crisis Center** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Single Parent Intervention Services – Marsha's House** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

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

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$19,999.80**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. **TERM**

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. **USE OF FUNDS**

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

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

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

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

12.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

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

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

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

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

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

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

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

14.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 **Status of Organization.** All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 **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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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

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

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

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

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. CONFLICTS OF INTEREST

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

16.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16.4 **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.

17. DISPUTES

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

22.4 Insolvency. If the Organization becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

25.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

25.6 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

25.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

25.9 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: **County of Stanislaus**
 Department of Planning and Community Development
 Attention: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To Organization: **Children's Crisis Center of Stanislaus County**
 Attention: Colleen Garcia, Executive Director
 P.O. Box 1062
 Modesto, CA 95353

25.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

25.11 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

25.12 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


COUNTY OF STANISLAUS

By: 

Angela Freitas, Director
Planning and Community Development

"County"

CHILDREN'S CRISIS CENTER

By: 

Colleen Garcia
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By: 

Robert J. Faro
Assistant County Counsel

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Colleen Garcia Date: _____

Signature: Colleen Garcia Date: _____

Vendor Name: Children's Crisis Center of Stanislaus County, Inc. FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Single Parent Intervention Services @ Marsha's House
Total Amount Awarded (should match Budget "Exhibit A"): \$ 19,999.80
2. Legal Name of Agency Requesting Funding: Children's Crisis Center of Stanislaus County, Inc.
DBA: Children's Crisis Center
Agency Address: P.O. Box 1062, Modesto CA 95353

Phone: (209) 577-0138 Fax: (209) 577-4337
Incorporated Year: 1980 501(c)(3.00) Tax ID number: 94-2686499
DUNS Number (9 digit No.): 052995354
3. Contact Name: Colleen Garcia Title: Executive Director
Contact Address (if different than above): _____
Contact E-mail Address: garciac@childrencrisiscenter.com
Contact Phone: (209) 577-0138 Fax: (209) 577-4337
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 96 (H) 28
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

Through this project, 96 high risk children will receive essential services to improve cognitive abilities; 124 members of single parent households will learn positive methods of coping with stressful life events.

7. Summarized Project Description:

The proposed program is a new project developed to administer child abuse prevention and intervention services to single parent households of marginalized families struggling with poverty and other risk factors such as, homelessness, substance abuse, domestic violence, mental illness or housing insecurities. For this proposed project, participant families will be residents of Ceres, Patterson, Westley, Grayson, Newman, Crows Landing, South Modesto, and surrounding unincorporated neighborhoods. Services will be delivered from Marsha's House in Ceres. This project will offer protective childcare, emergency shelter, meals, crisis counseling, case management, and essential support services to assist impoverished single parent households. Beneficiaries will be from high-risk single parent households, with children ages newborn to 12 years of age, living below 80% of the area median income; enduring social difficulties, economic hardships and traumatic events. Emergency Intervention specialist will serve the protective needs of children offering physical, emotional, medical, therapeutic and nutritional services. Case Managers will introduce essential, supportive services to single parents struggling with economic and social factors that are inhibiting their ability to safely parent.

EXHIBIT D

Personnel Information

Project: Single Parent/Marsha's Shelter Agency: Children's Crisis Center

Project: Single Parent/Marsha's Shelter Agency: Children's Crisis Center

[illegible]

Program Totals:	\$257,929.92	\$19,999.80
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: Children's Crisis Center of Stanislaus County, Inc. – Verda's House

Sub-recipient Address: P.O. Box 1062, Modesto CA 95350

Program Contact Name and Phone: Colleen Garcia, ED, 209-577-0138 x110

Email: garciac@childrenscrisiscenter.com

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Children's Crisis Center of Stanislaus County, Inc.
Sub-recipient Unique Entity Identifier	052995354
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$19,999.80
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Children's Crisis Center** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Single Parent Intervention Services – Verda's House** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$19,999.80**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. TERM

The services of Organization are to commence on July 1, 2019, and end on June 30, 2020, 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.

10. USE OF FUNDS

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

12.2 **Quarterly/Closeout Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

12.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the funded program.

12.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Organization Registration (CCR).

12.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

12.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

12.7 **Privacy Procedures.** Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

13.2 **Reasonable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

13.3 **Allocable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

14.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

14.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

15.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

16.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

22.4 Insolvency. If the Organization becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

25.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

25.6 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

25.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

25.9 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: **County of Stanislaus**
 Department of Planning and Community Development
 Attention: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To Organization: **Children's Crisis Center of Stanislaus County**
 Attention: Colleen Garcia, Executive Director
 P.O. Box 1062
 Modesto, CA 95353

25.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

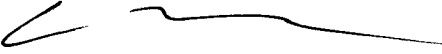
25.11 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

25.12 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


COUNTY OF STANISLAUS

By: 

Angela Freitas, Director
Planning and Community Development

"County"

CHILDREN'S CRISIS CENTER

By: 

Colleen Garcia
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By: 

Robert L. Faro
Assistant County Counsel

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Colleen Garcia Date: _____

Signature: Colleen Garcia Date: _____

Vendor Name: Children's Crisis Center of Stanislaus County, Inc. FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Single Parent Intervention Services @ Verda's House
Total Amount Awarded (should match Budget "Exhibit A"): \$ 19,999.80
2. Legal Name of Agency Requesting Funding: Children's Crisis Center of Stanislaus County, Inc.
DBA: Children's Crisis Center
Agency Address: P.O. Box 1062, Modesto, CA 95353
Phone: 209-577-0138 Fax: 209-577-4337
Incorporated Year: 1980 501(c)(3) Yes Tax ID number: 94-2686499
DUNS Number (9 digit No.): 052995354
3. Contact Name: Colleen Garcia Title: Executive Director
Contact Address (if different than above): _____
Contact e-mail address: garciac@childrenscrisiscenter.com
Contact Phone: (209) 577-0138 Fax: (209) 577-4337
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 65 (H) 20
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

Through this project, 45 high risk children will receive essential services to improve cognitive abilities; 65 members of single parents households will learn positive methods of coping with stressful life events.

7. Summarized Project Description:

The proposed program is a new project developed to administer child abuse prevention and intervention services to single parent households of marginalized families struggling with poverty and other risk factors such as, homelessness, substance abuse, domestic violence, mental illness or housing insecurities. For this proposed project, participant families will be residents of the unincorporated area of Turlock, and cities of Keyes, Denair, Empire, Waterford and Hughson. Services will be delivered from Verda's House in Turlock. This project will offer protective childcare, emergency shelter, meals, crisis counseling, case management, and essential support services to assist impoverished single parent households. Beneficiaries will be from high-risk single parent households, with children ages newborn to 17 years of age, living below 80% of the area median income; enduring social difficulties, economic hardships and traumatic events. Emergency Intervention specialist will serve the protective needs of children offering physical, emotional, medical, therapeutic and nutritional services. Case Managers will introduce essential, supportive services to single parents struggling with economic and social factors that are inhibiting their ability to safely parent.

EXHIBIT D

Personnel Information

Project: Single Parent/Verda's Shelter Agency: Children's Crisis Center

Project: Single Parent/Verda's Shelter Agency: Children's Crisis Center

[illegible]

Program Totals:	\$264,170.16	\$19,999.80
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name: Disability Resource Agency for Independent Living (DRAIL)- Assistive Technology Program

Sub-recipient Address: 1101 Sylvan Avenue, Suite A-25, Modesto, CA 95350

Program Contact Name and Phone: Heather Santos, Interim Executive Director 209-521-7260

Email: heather@drail.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Disability Resource Agency for Independent Living
Sub-recipient Unique Entity Identifier	801225111
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$11,126.00
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Disability Resource Agency for Independent Living (DRAIL)** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under **Assistive Technology Program** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$11,126.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. TERM

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. USE OF FUNDS

10.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 Ineligible Uses of Funds. In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 Reversion of Assets. Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

12.2 Quarterly/Closeout Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

12.3 HUD Sponsored Research. Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the funded program.

12.4 DUNS Number Requirement. Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Organization Registration (CCR).

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

12.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

12.7 **Privacy Procedures.** Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

13.2 **Reasonable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

13.3 **Allocable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

14.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

14.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 **Status of Organization.** All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 **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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age, political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age, political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

15.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. CONFLICTS OF INTEREST

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

16.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16.4 **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.

17. DISPUTES

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

22.4 Insolvency. If the Organization becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

25.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

25.6 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

25.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

25.9 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: **County of Stanislaus**
 Department of Planning and Community Development
 Attention: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To Organization: **Disability Resource Agency for Independent Living (DRAIL)**
 Attention: Heather Santos, Interim Executive Director
 1101 Sylvan Avenue, Suite A-25
 Modesto, CA 95350

25.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

25.11 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

25.12 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 

Angela Freitas, Director
Planning and Community Development

"County"

**DISABILITY RESOURCE AGENCY FOR
INDEPENDENT LIVING**

By: 

Heather Santos
Interim Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By: 

Robert J. Faro
Assistant County Counsel

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Heather Santos Date: 7/3/19

Signature: [Signature] Date: 7/3/19

Vendor Name: DRAIL- Disability Resource Agency for Independent Living FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Assistive Technology Program
Total Amount Awarded (should match Budget "Exhibit A"): \$ 11,126.00
2. Legal Name of Agency Requesting Funding: Disability Resource Agency for Independent Living
DBA: Drail – Disability Resource Agency for Independent Living
Agency Address: 1101 Sylvan Avenue, Suite A-25, Modesto, CA 95350

Phone: (209) 521-7260 Fax: (209) 521-4763
Incorporated Year: 1987 501(c)() Tax ID number: 77-0153208
DUNS Number (9 digit No.): 801225111
3. Contact Name: Heather Santos Title: Program Coordinator
Contact Address (if different than above): Same
Contact E-mail Address: heather@drail.org
Contact Phone: (209) 521-7260 Fax: (209) 521-4763
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 75 (H)
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

DRAIL served 72 consumers to attain an assistive device and 155 individuals received advocacy or were connected to another community program. We currently are holding an additional 41 individuals on a waiting list.
7. Summarized Project Description:

DRAIL would like to assist approximately 75 consumers in the next funding period in attaining the appropriate and necessary devices that they need to maintain their independence or to increase their independence. Assistive technology devices enable individuals with disabilities to live independently within their community and within their family structures. Devices range from eyeglasses, walkers, wheelchairs, grab bars, voice response thermostats to various types of communication devices. Assistive technology devices can increase mobility and transportation, increase communication skills, allow consumers to attend to personal care and seek employment to create a higher functioning contribution to themselves and their community. By having these devices, it can prevent an individual from being homebound, and having to rely on family and friends. Many assistive technology devices are not covered by Medi-Cal or Medicare. Consumers currently on the waiting list are in need of eyeglasses, ramps, wheelchairs, home modifications for accessibility, and other additional items. Many items are inexpensive, so the number of consumers served will range on the cost of each item.

EXHIBIT D

Personnel Information

Project: Assistive Technology Program Agency: DRAIL

Project: Assistive Technology Program Agency: DRAIL

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CDBG Funds (per month)
Executive Director	Admin Support	\$40.90	0.5	\$20.45	\$0.00
Center Coordinator	Admin Support	\$24.35	65	\$1,582.75	\$0.00
Assistive Technology	Direct Service	\$18.50	32.5	\$601.25	\$601.25
Bookkeeper	Admin Support	\$26.40	0.25	\$6.60	\$0.00
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$2,211.05	\$601.25

Monthly Totals:

\$2,211.05

\$601.25

Program Totals:

\$26,532.60

\$7,215.00

(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: Parent Resource Center- Families First and More

Sub-recipient Address: 811 5th Street Modesto, CA 95351

Program Contact Name and Phone: Susan Beasley, Executive Director 209-549-8193

Email: beasleysm@prcfamilies.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Parent Resource Center
Sub-recipient Unique Entity Identifier	849394424
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$20,000.00
Remaining Balance of Previous Award:	CDBG \$ 0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Parent Resource Center** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Families First and More** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to May 15 of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$20,000.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. TERM

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. USE OF FUNDS

10.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 Ineligible Uses of Funds. In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principles for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 Reversion of Assets. Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

12.2 **Quarterly/Closeout Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

12.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the funded program.

12.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Organization Registration (CCR).

12.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

12.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

12.7 **Privacy Procedures.** Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 to be delivered to County by December 30, 2020. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

13.2 **Reasonable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

13.3 **Allocable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

14.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

14.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 **Status of Organization.** All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 **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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

15.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

16.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

22.4 Insolvency. If the Organization becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

25.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

25.6 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

25.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

25.9 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: **County of Stanislaus**
 Department of Planning and Community Development
 Attention: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To Organization: **Parent Resource Center**
 Attention: Susan Beasley, Executive Director
 811 5th Street
 Modesto, CA 95351

25.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

25.11 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

25.12 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By:

Angela Freitas, Director
Planning and Community Development

"County"

PARENT RESOURCE CENTER

By:

Susan Beasley
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By:

Robert J. Taro
Assistant County Counsel



**CDBG BUDGET
FY 2019-2020**

Agency: Parent Resource Center
Project: Familias Primero y Mas (Families First and More)
Project No.: _____

Individuals Served: 100 Households Served 30
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS
(Include Revised #s Served): _____

ESSENTIAL SERVICES		
Essential Services	Awarded	Requested
Salaries		\$1,100.00
Salaries- Case Management		\$14,500.00
Benefits/Taxes (capped at 20% of salary)		\$2,400.00
Other (specify: _____)		
Other (specify: _____)		
Other (specify: _____)		
Subtotal:	\$0.00	\$18,000.00

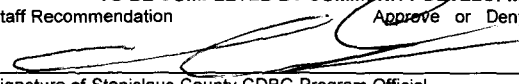
DIRECT PROGRAM-RELATED COSTS		
Operational Costs	Awarded	Requested
Rent/Lease of Space:		
Utilities		
Telephone/Internet		
Office Supplies		\$300.00
Printing		
Automobile/Transportation/Mileage		\$500.00
Staff Training/Conferences		
Professional Fees (specify: <u>Acctg / Insur</u>)		
Other (specify: <u>Janatorial</u>)		
Other (specify: _____)		
Other (specify: _____)		
Subtotal:	\$0.00	\$800.00

ADDITIONAL PROGRAM COSTS (be specific)		
	Awarded	Requested
Copy Equipment Expense (copy machine)		
Program Supplies (items used by facilitator and clients during class)		\$1,200.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$1,200.00

INDIRECT PROGRAM COSTS		
*Only allowed with federal authorization letter/County approved		
	Awarded	Requested
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	Awarded	Requested
TOTAL:	\$0.00	\$20,000.00

Approved Budget and Amended Budget Totals MUST equal.

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation	Approve or Deny (Circle One)
	<u>8/16/2019</u>
Signature of Stanislaus County CDBG Program Official	Date


	<u>Aug. 16, 2019</u>
Signature of Project Director or Authorized Person Required	Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: _____

Susan Beasley

Date: _____

Jul 15, 2019

Signature: _____

[Signature]

Date: _____

Vendor Name: _____

Parent Resource Center FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: _____

[Signature]

Date: _____

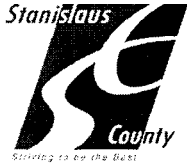


EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Familias Primero y Mas (Families First and More)
Total Amount Awarded (should match Budget "Exhibit A"): \$ 20,000.00
2. Legal Name of Agency Requesting Funding: Parent Resource Center
DBA: Parent Resource Center
Agency Address: 811 5th Street Modesto, CA 95351
Phone: (209) 549-8193 Fax: (209) 576-8718
Incorporated Year: 1992 501(c)(3.00) Tax ID number: 77-0324466
DUNS Number (9 digit No.): 849394424
3. Contact Name: Aurelia Vazquez Title: Program Manager
Contact Address (if different than above): _____
Contact E-mail Address: VazquezA@prcfamilies.org
Contact Phone: (209) 549-8193 Fax: (209) 576-8718
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 100 (H) 30
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

*65% of parents will complete the course and earn a completion certificate

*80% of parents will indicate an increase in knowledge parenting and life skills such as resume writing, housing preparation, budgeting, and renter responsibilities

7. Summarized Project Description:

Building on the success of the recent Familias Primero y Mas/Families First and More program, the Parent Resource Centre (PRC) proposes to expand to more families in unincorporated locations of Stanislaus County. The program will continue to use the Bavolek Nurturing Parenting Program, a 12-week co-ed parenting education program in English and Spanish, in conjunction with 30-minute life skills education sessions. The PRC has successfully used the Bavolek program for more than 10 years. The supplemental life skills sessions have also demonstrated success with previously implemented programs. One core goal of the curriculum is to stop the inter-generational cycle of child abuse and prevent recidivism in families receiving social services. The curriculum is trauma-informed, evidence-based, centered on the family, and designed to build nurturing parenting skills.

A successful program will demonstrate long- and short-term outcomes, including improved family functioning, parenting skills, communication, and increased knowledge of life skills such as job search skills. PRC's Familias Primero y Mas/Families First and More will provide education to improve stability for an increased number of families (individuals) in the Airport neighborhood and unincorporated areas of Stanislaus County.

EXHIBIT D

Personnel Information

Project: Families Primero y Mas/Families First and More Agency: Parent Resource Center

Project: Families Primero y Mas/Families First and More Agency: Parent Resource Center

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CDBG Funds (per month)
Class Fac/Case Mgr	Direct Service	\$14.87	49	\$728.63	\$743.50
Program Manager	Direct/Admin Service	\$21.00	6	\$126.00	\$168.00
Child Care Supervisor	Direct Service	\$16.12	4	\$64.48	\$64.48
Child Care Worker I	Direct Service	\$11.00	6	\$66.00	\$66.00
Program Specialist	Direct Service	\$12.36	6	\$74.16	\$74.16
Data/Payroll Processor	Direct/Admin Service	\$16.00	4	\$64.00	\$64.00
Monthly Totals:				\$1,123.27	\$1,180.14

Monthly Totals:	\$1,123.27	\$1,180.14
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Program Totals:	\$13,479.24	\$14,161.68
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X _____ ESG _____

Sub-recipient Name: Disability Resource Agency for Independent Living (DRAIL)- Assistive Technology Program

Sub-recipient Address: 1101 Sylvan Avenue, Suite A-25, Modesto, CA 95350

Program Contact Name and Phone: Heather Santos, Interim Executive Director 209-521-7260

Email: heather@drail.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	Disability Resource Agency for Independent Living
Sub-recipient Unique Entity Identifier	801225111
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$11,126.00
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **Disability Resource Agency for Independent Living (DRAIL)** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under **Assistive Technology Program** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$11,126.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. TERM

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. USE OF FUNDS

10.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 Ineligible Uses of Funds. In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 Reversion of Assets. Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

12.2 Quarterly/Closeout Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

12.3 HUD Sponsored Research. Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the funded program.

12.4 DUNS Number Requirement. Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Organization Registration (CCR).

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

12.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

12.7 **Privacy Procedures.** Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

13.2 **Reasonable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

13.3 **Allocable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

14.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

14.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 **Status of Organization.** All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 **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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

15.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

16.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

22.4 Insolvency. If the Organization becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

25.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

25.6 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

25.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

25.9 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: **County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354**

To Organization: **Disability Resource Agency for Independent Living (DRAIL)
Attention: Heather Santos, Interim Executive Director
1101 Sylvan Avenue, Suite A-25
Modesto, CA 95350**

25.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

25.11 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

25.12 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

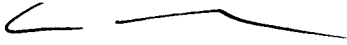
–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

**DISABILITY RESOURCE AGENCY FOR
INDEPENDENT LIVING**

By:



Angela Freitas, Director
Planning and Community Development

"County"

By:



Heather Santos
Interim Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By:



Robert J. Faro
Assistant County Counsel

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Heather Santos Date: 7/3/19

Signature: [Signature] Date: 7/3/19

Vendor Name: DRAIL- Disability Resource Agency for Independent Living FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: [Signature] Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Assistive Technology Program
Total Amount Awarded (should match Budget "Exhibit A"): \$ 11,126.00
2. Legal Name of Agency Requesting Funding: Disability Resource Agency for Independent Living
DBA: Drail – Disability Resource Agency for Independent Living
Agency Address: 1101 Sylvan Avenue, Suite A-25, Modesto, CA 95350

Phone: (209) 521-7260 Fax: (209) 521-4763
Incorporated Year: 1987 501(c)() Tax ID number: 77-0153208
DUNS Number (9 digit No.): 801225111
3. Contact Name: Heather Santos Title: Program Coordinator
Contact Address (if different than above): Same
Contact E-mail Address: heather@drail.org
Contact Phone: (209) 521-7260 Fax: (209) 521-4763
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 75 (H)
6. Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):
DRAIL served 72 consumers to attain an assistive device and 155 individuals received advocacy or were connected to another community program. We currently are holding an additional 41 individuals on a waiting list.
7. Summarized Project Description:
DRAIL would like to assist approximately 75 consumers in the next funding period in attaining the appropriate and necessary devices that they need to maintain their independence or to increase their independence. Assistive technology devices enable individuals with disabilities to live independently within their community and within their family structures. Devices range from eyeglasses, walkers, wheelchairs, grab bars, voice response thermostats to various types of communication devices. Assistive technology devices can increase mobility and transportation, increase communication skills, allow consumers to attend to personal care and seek employment to create a higher functioning contribution to themselves and their community. By having these devices, it can prevent an individual from being homebound, and having to rely on family and friends. Many assistive technology devices are not covered by Medi-Cal or Medicare. Consumers currently on the waiting list are in need of eyeglasses, ramps, wheelchairs, home modifications for accessibility, and other additional items. Many items are inexpensive, so the number of consumers served will range on the cost of each item.

EXHIBIT D **Personnel Information**

Project: Assistive Technology Program

Agency: DRAIL

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CDBG Funds (per month)
Executive Director	Admin Support	\$40.90	0.5	\$20.45	\$0.00
Center Coordinator	Admin Support	\$24.35	65	\$1,582.75	\$0.00
Assistive Technology	Direct Service	\$18.50	32.5	\$601.25	\$601.25
Bookkeeper	Admin Support	\$26.40	0.25	\$6.60	\$0.00
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$2,211.05	\$601.25

Program Totals: **\$26,532.60** **\$7,215.00**

(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name: The Salvation Army, a California Corporation
DBA: The Salvation Army Modesto Red Shield – Athletic and Fitness

Sub-recipient Address: P.O. Box 580480, Modesto CA 95358

Program Contact Name and Phone: Maria Arellano, Business Manager 209-538-7111

Email: maria.arellano@usw.salvationarmy.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	The Salvation Army, a California Corporation
Sub-recipient Unique Entity Identifier	074629460
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$19,480.00
Remaining Balance of Previous Award:	CDBG \$ 0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **The Salvation Army, a California Corporation (The Salvation Army Red Shield)** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Athletic and Fitness Program** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to May 15 of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed \$19,480.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. **TERM**

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. **USE OF FUNDS**

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

12.2 Quarterly/Closeout Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

12.3 HUD Sponsored Research. Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the funded program.

12.4 DUNS Number Requirement. Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Organization Registration (CCR).

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

12.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

12.7 Privacy Procedures. Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

12.8 Audit Provision. Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 to be delivered to County by December 30, 2020. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 General Uniform Administrative Requirements. Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

13.2 Reasonable Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

13.3 Allocable Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

14.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

14.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age, political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age, political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

15.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

16.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

22.4 Insolvency. If the Organization becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

25.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

25.2 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.

25.3 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 Assignment. County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

25.6 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

25.7 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25.8 Integration. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

25.9 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: **County of Stanislaus**
 Department of Planning and Community Development
 Attention: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To Organization: **The Salvation Army, a California Corporation**
 Alvin Lewis, Center Director
 P.O. Box 580480
 Modesto, CA 95358

25.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

25.11 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.


25.12 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.


–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


COUNTY OF STANISLAUS

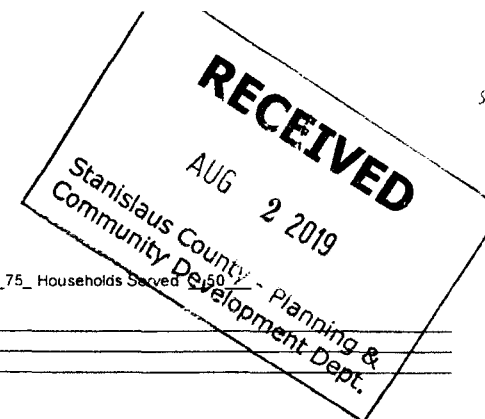
THE SALVATION ARMY, A CALIFORNIA
CORPORATION (THE SALVATION ARMY
RED SHIELD)

By: 
Angela Freitas, Director
Planning and Community Development
"County"

By: 
Please Print Name Major Mark Nelson
~~Director~~ General Secretary
"Organization"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By: 
Robert J. Taro
Assistant County Counsel



**CDBG BUDGET
FY 2019-2020**

Agency The Salvation Army - Red Shield
Project Athletic and Fitness Program
Project No _____

Individuals Served: 75 Households Served: 150
PROGRAM GOALS: _____

ESSENTIAL SERVICES		
Essential Services	Requested	Awarded
Salaries	\$14,400.00	\$868.00
Salaries- Case Management	\$0.00	\$13,532.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify _____)	\$0.00	\$0.00
Other (specify _____)	\$0.00	\$0.00
Other (specify _____)	\$0.00	\$0.00
Subtotal:	\$14,400.00	\$14,400.00

DIRECT PROGRAM-RELATED COSTS		
Operational Costs	Requested	Awarded
Rent/Lease of Space	\$0.00	\$0.00
Utilities	\$780.00	\$780.00
Telephone/Internet	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00
Printing	\$0.00	\$0.00
Automobile/Transportation/Mileage	\$0.00	\$0.00
Staff Training/Conferences	\$0.00	\$0.00
Professional Fees (specify _____)	\$0.00	\$0.00
Other (specify Janitorial)	\$300.00	\$300.00
Other (specify _____)	\$0.00	\$0.00
Other (specify _____)	\$0.00	\$0.00
Subtotal:	\$1,080.00	\$1,080.00

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation: <u>[Signature]</u>	Approve or Deny (Circle One)
Signature of Stanislaus County CDBG Program Official	Date <u>7/19/2019</u>

ADDITIONAL PROGRAM COSTS (be specific)		
	Requested	Awarded
Supplies (equipment: balls, nets, pumps)	\$2,500.00	\$2,500.00
Snacks/Healthy meals	\$1,500.00	\$1,500.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$4,000.00	\$4,000.00

INDIRECT PROGRAM COSTS		
*Only allowed with federal authorization letter/County approved		
	Requested	Awarded
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	Requested	Awarded
TOTAL:	\$19,480.00	\$19,480.00

Approved Budget and Amended Budget Totals **MUST** equal.

[Signature] 7.29.19
Signature of Project Director or Authorized Person Required Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.


[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Major Mark Nelson Date: 7/16/19

Signature:  Date: 7/16/19

Vendor Name: he Salvation Army, a California Corporation (The Salvation Army Red Shield) FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division:  Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Athletic and Fitness Program
Total Amount Awarded (should match Budget "Exhibit A"): \$ 19,480.00
2. Legal Name of Agency Requesting Funding: The Salvation Army a California Corporation
DBA: The Salvation Army Modesto Red Shield
Agency Address: P.O. Box 580480 Modesto CA 95358
Phone: (209) 538-7111 Fax: (209) 538-0724
Incorporated Year: 1949 501(c)(3) Tax ID number: 94-1156347
DUNS Number (9 digit No.): 07-4629460
3. Contact Name: Maria Arellano Title: Business Manager
Contact Address (if different than above): 1649 Las Vegas Street, Modesto, CA
Contact E-mail Address: maria.arellano@usw.salvationarmy.org
Contact Phone: (209) 538-7111 Fax: (209) 538-0724
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 75 (H) 50
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

The Red Shield Centre [RSC] Athletic and Fitness Program [AFP] will result in weight loss for overweight children and teens and improved strength and endurance for all regular program participants.

7. Summarized Project Description:

We propose a program to combat both the sedentary life style of many young people and the dangers faced by children and teens who are on the street in the RSC service area. We will hire an athletic/fitness coordinator, to organize and coordinate an athletics/fitness program for children, elementary through high school age. We anticipate that in the first year approximately 75 children and teens will participate. The program will consist of developmentally appropriate activities and games for boys and girls ages 5-19. For younger children there will be low organization games that get them moving and working together. For older children and teens there will be physical fitness activities and team sports. Activities and sports programs will be available to participants from 3:30 until 6:30, Monday through Friday. During the summer months the program will operate Noon to 6. The RSC has a gym, a fitness center, pool, and athletic fields. In addition, participants will be able to take part in current RSC programs that include a weight room, baseball, and boxing. Due to the presence of low-income individuals in the area, a meal will also be given. We will also take advantage of the NFL's Play 60 curriculum/resources and those of the National Heart, Lung, and Blood Institute.

EXHIBIT D

Personnel Information

Project: Athletic-Fitness Program

Agency: Salvation Army Modesto Red Shield

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CA-ESG Funds (per month)
Athletic/Fitness Coordinator	Direct Service	\$12.00	100	\$1,200.00	\$1,200.00
Program Manager	Indirect Service	\$22.44	25	\$561.00	
Center Director	Indirect Service	\$29.71	25	\$742.75	
Business Manager	Indirect Service	\$22.44	10	\$224.40	
Custodian	Indirect Service	\$12.53	20	\$250.60	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
Monthly Totals:				\$2,978.75	\$1,200.00

Program Totals:	\$35,745.00	\$14,400.00
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: The Salvation Army, a California Corporation
DBA: The Salvation Army Modesto Red Shield – At Risk Teen Program

Sub-recipient Address: P.O. Box 580480, Modesto CA 95358

Program Contact Name and Phone: Maria Arellano, Business Manager 209-538-7111

Email: maria.arellano@usw.salvationarmy.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	The Salvation Army, a California Corporation
Sub-recipient Unique Entity Identifier	074629460
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$20,000.00
Remaining Balance of Previous Award:	CDBG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **The Salvation Army, a California Corporation (The Salvation Army Red Shield)** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **At-Risk Teen Program** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$20,000.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

9. TERM

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. USE OF FUNDS

10.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 Ineligible Uses of Funds. In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 Reversion of Assets. Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

12.2 Quarterly/Closeout Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

12.3 HUD Sponsored Research. Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the funded program.

12.4 DUNS Number Requirement. Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Organization Registration (CCR).

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

12.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

12.7 **Privacy Procedures.** Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. UNIFORM ADMINISTRATIVE REQUIREMENTS

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

13.2 **Reasonable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

13.3 **Allocable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

14.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

14.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age , political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

15.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. **CONFLICTS OF INTEREST**

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

16.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16.4 **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.

17. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

22.4 Insolvency. If the Organization becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

25.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

25.6 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

25.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

25.9 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: **County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354**

To Organization: **The Salvation Army, a California Corporation
Attention: Alvin Lewis, Center Director
P.O. Box 580480
Modesto, CA 95358**

25.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

25.11 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.


25.12 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.


–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

THE SALVATION ARMY, A CALIFORNIA
CORPORATION (THE SALVATION ARMY
RED SHIELD)

By: 
Angela Freitas, Director
Planning and Community Development
"County"

By: 
Please Print Name *Major Mark Nelson*
~~Director~~ *General Secretary*
"Organization"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By: 
Robert J. Taro
Assistant County Counsel



**CDBG BUDGET
FY 2019-2020**

Agency: The Salvation Army - Red Shield
Project: At-Risk Teen Program
Project No.: _____

Individuals Served: 125 Households Served: 90
PROGRAM GOALS:

ESSENTIAL SERVICES		
Essential Services	Requested	Awarded
Salaries	\$14,688.00	\$188.00
Salaries- Case Management	\$0.00	\$14,500.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$14,688.00	\$14,688.00

DIRECT PROGRAM-RELATED COSTS		
Operational Costs	Requested	Awarded
Rent/Lease of Space:	\$0.00	\$0.00
Utilities	\$1,112.00	\$1,112.00
Telephone/Internet	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00
Printing	\$0.00	\$0.00
Automobile/Transportation/Mileage	\$0.00	\$0.00
Staff Training/Conferences	\$0.00	\$0.00
Professional Fees (specify: _____)	\$0.00	\$0.00
Other (specify: Janitorial)	\$700.00	\$700.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$1,812.00	\$1,812.00

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation	(Approve or Deny (Circle One))
	7/11/2019
Signature of Stanislaus County CDBG Program Official	Date

ADDITIONAL PROGRAM COSTS (be specific)		
	Requested	Awarded
Food	\$1,500.00	\$1,500.00
Program Supplies	\$1,000.00	\$1,000.00
Celebrations & Field Trips	\$1,000.00	\$1,000.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$3,500.00	\$3,500.00

INDIRECT PROGRAM COSTS		
*Only allowed with federal authorization letter/County approved		
	Requested	Awarded
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	Requested	Awarded
TOTAL:	\$20,000.00	\$20,000.00

Approved Budget and Amended Budget Totals **MUST** equal.

8-2-19
Signature of Project Director or Authorized Person Required Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.


[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Major Mark Nelson Date: 7/16/19

Signature:  Date: 7/16/19

Vendor Name: he Salvation Army, a California Corporation (The Salvation Army Red Shield) FY 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division:  Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County Community Development Block Grant (CDBG) Program Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: At-Risk Teen Program
Total Amount Awarded (should match Budget "Exhibit A"): \$ 20,000
2. Legal Name of Agency Requesting Funding: The Salvation Army a California Corporation
DBA: The Salvation Army Modesto Red Shield
Agency Address: P.O. Box 580480 Modesto CA 95358
Phone: (209) 538-7111 Fax: (209) 538-0724
Incorporated Year: 1949 501(c)(3) Tax ID number: 94-1156347
DUNS Number (9 digit No.): 07-4629460
3. Contact Name: Maria Arellano Title: Business Manager
Contact Address (if different than above): 1649 Las Vegas Street, Modesto, CA
Contact E-mail Address: maria.arellano@usw.salvationarmy.org
Contact Phone: (209) 538-7111 Fax: (209) 538-0724
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 125 (H) 90
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

100% of Teens who attend for two years or more graduate from High School.
7. Summarized Project Description:

The At-Risk Teen program is open for 12 to 19 year old teens Monday through Thursday from 3pm-6:30pm as well as 3pm-8pm on Friday nights during peak hours of crime. Teens come to our facility to escape the peer pressure of making poor decisions that could cause them to make vital errors. Teens are welcomed to the facility, where we offer them a meal and snacks. We develop positive relationships with the teens, telling them about the importance of education, behavior, a moral code, life lessons, leadership and healthy relationships. We help them with their school work. We also help them to see that there is a broader world outside of their neighborhood, and that an education is the way to access a better life. This year we will add activities designed to give teens job skills. We will develop internships for the teens. The RSC is in a neighborhood which contains 4 local gangs, who recruit at the young age of 11 years old. The focus of our program is to develop relationships and help teens make positive choices like staying in school. We also encourage them to be examples of positive behavior for the younger children. We are fortunate to have 100% of our teens, who have participated with us for 2 years or more, graduate from high school.

EXHIBIT D**Personnel Information**Project: At Risk Teen ProgramAgency: Salvation Army Modesto Red Shield

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CA-ESG Funds (per month)
Teen Program Coordinator	Direct Service	\$15.30	100	\$1,530.00	\$1,224.00
Assist. Youth Worker	Direct Service	\$12.25	12	\$147.00	\$0.00
Business Manager	Indirect Service	\$22.44	10	\$224.40	\$0.00
Corps Officer	Indirect Service	\$0.00	12	\$0.00	\$0.00
Janitorial	Indirect Service	\$12.00	12	\$144.00	\$0.00
Program Manager	Indirect Service	\$22.44	20	\$448.80	\$0.00
Center Director	Indirect Service	\$29.71	20	\$594.20	\$0.00
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$3,088.40	\$1,224.00

Program Totals:	\$37,060.80	\$14,688.00
------------------------	--------------------	--------------------

(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG X ESG

Sub-recipient Name/Program: United Samaritans Foundation – Daily Bread Mobile Lunch Program

Sub-recipient Address: 220 S. Broadway, Turlock CA 95380

Program Contact Name and Phone: Beverly Hatcher, ED, 209-668-4853

Email: bevusf@sbcglobal.net

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.218/CDBG
Sub-recipient Name:	United Samaritans Foundation
Sub-recipient Unique Entity Identifier	011683385
HUD Award Identification Number:	B-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 CDBG
Committed/Obligated Award Amount:	\$20,000.00
Remaining Balance of Previous Award:	N/A
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE AGREEMENT**

This AGREEMENT is made and entered into by and between the County of Stanislaus as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and **United Samaritans Foundation** hereinafter referred to as ("Organization") on **July 1, 2019**.

Introduction

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. **2019-0308**, 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 Block Grant Program; and

WHEREAS, the Organization is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

1.1 **General Scope.** Organization shall provide services under its **Daily Bread Mobile Lunch Program** as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and, by this reference, made a part hereof. In the event that any provision or description of work in the Organization's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 **Contract Manager.** Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The Director of Planning and Community Development, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the Contract Manager under the Agreement.

1.3 **Work Schedule.** A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Organization; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 **Work Product.** All documents, drawings and written work product prepared or produced by the Organization under the Agreement, including without limitation electronic data files, are the property of the Organization; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Organization may copyright the same, except that, as to any work which is copyrighted by the Organization, the County reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Organization from liability arising out of the reuse of documents prepared by the Organization.

1.5 **Compliance with Laws.** Organization services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

1.6 **Subcontractors.** If the Organization deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Organization will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Organization will be the agent of the Consultant not the County. Organization shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein or shall include subcontractors as additional insureds under its insurance policies.

2. **COMPENSATION**

2.1 **Time & Materials Payment.** The Organization compensation shall be based on the hours worked by the Organization and/or the Organization's employees or subcontractors, multiplied by the applicable rate set forth in the Organization's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Organization will provide the County 30-days written notice before any change in the rate schedule takes effect.

2.2 **Expenses.** In addition to the aforementioned fees, Organization will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Organization in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Organization.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Organization provided the County has agreed in writing to reimburse the Organization for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Organization for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.3 **Invoices.** The Organization shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. All invoices, also referred to as Requests for Funds (RFF) shall only be submitted on the County's approved standard Request for Funds form.

2.4 **Certification of Expenses.** In every case, funds 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 the Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this

report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

RFF’s will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all costs are specific to carrying out the agreement scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved contract budget and shall be requested prior to **May 15** of each Fiscal Year unless otherwise approved by authorized County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the contract scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allow-ability of invoiced costs.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.6 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed **\$20,000.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Organization in the performance of work or services under the Agreement. Amount shall be paid to the Organization upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A “Project Budget” and Exhibit C “Scope of Work” which is attached to this Agreement and incorporated herein by reference.

2.7 Other Compensation. Organization shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.8 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Organization. The Organization, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Organization.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERMINATION

The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Organization, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Organization's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the Agreement, and (d) if, for any

reason, Organization ceases to be licensed or otherwise authorized to do business in the State of California, and the Organization fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Organization to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Organization's sole cost and expense.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in another exhibit to the Agreement, the Organization shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Organization to provide the services under the Agreement.

6. INVOICES

All invoices, also referred to as Requests for Funds (RFF) shall be submitted by the organization to the County at **least once per quarter** as follows: (1) Organization must submit (1) first RFF by **October 1, 2019**; (2) A second RFF by **January 14, 2020**; (3) A third RFF by **April 15, 2020**; and (4) a fourth RFF by **June 30, 2020**. No expenditures past **June 30, 2020**. All completed RFF's must be received before **July 6, 2020**.

7. MONITORING AND REALLOCATION OF FUNDS

County shall perform quarterly onsite monitoring visits and/or desk audits with the Organization to review contract scope of work progress as outlined in the Stanislaus Urban County CDBG Public Services and Emergency Solutions Grants (ESG) Program Desk Manual. If at the time of monitoring the County determines that insufficient progress has been made, it will include such information in its monitoring documentation and identify a corrective action plan. The corrective action plan shall include communication with the Organization in order to ensure that all services will be delivered. If after the County communicates scope of work delivery concerns to the organization, the organization is not sufficiently able to ensure the County that there is a plan that will deliver the contracted scope of work, then the County may recapture and reallocate funds to a similar activity. If monitoring visit results in sufficient evidence of adequate progress toward meeting the scope of work, then County will record that there is such progress in monitoring documentation forwarded to the Organization.

8. SALARIES

Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall detail time spend carrying out the scope of work in this agreement. Only hours spent on this agreement will be paid, based on the hourly rate. If the employee is hourly pay exempt, salary will be allocated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which include taxes and insurance costs paid by the organization on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered non-allocable and not related to specific contract scope activity, and shall be covered by the Organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

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9. **TERM**

The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2020**, 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.

10. **USE OF FUNDS**

10.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG), 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.

10.2 **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. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

10.3 **Ineligible Uses of Funds.** In the event that Organization is found to have been paid for costs related to in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122 "Cost Principals for Non-profit Organizations"), such funds shall be returned to the County. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

10.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs.

10.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience, as set forth in Section 12 below.

10.6 **Reversion of Assets.** Upon contract expiration, termination, or upon Organization becoming insolvent, any real property under Organization's control that was acquired or improved in whole or in part with contract funds (including funds provided to Organization in the form of a loan) shall be utilized in accordance with Section 10.1 General Use of Funds, of this agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose, set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned unspent funds, if any, shall be treated by County as program income.

11. PROGRAM PARTICIPANT ELIGIBILITY

11.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and area of residency or business operation, shall be evaluated and documented prior to delivery of services by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG).

11.2 Income Standards. Organization agrees to use the standards, in effect at the time of service delivery to determine program eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

11.3 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

12. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

12.1 Documentation. Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

12.2 Quarterly/Closeout Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

12.3 HUD Sponsored Research. Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the funded program.

12.4 DUNS Number Requirement. Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Organization Registration (CCR).

12.5 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.

12.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

12.7 **Privacy Procedures.** Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

12.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020**. Organization agrees to provide additional audits upon request. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

13. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

13.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

13.2 **Reasonable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

13.3 **Allocable Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

14. HOLD HARMLESS AND INDEMNITY AGREEMENT

14.1 Defense and Indemnification. To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

14.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

14.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

14.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY

15.1 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition (including genetic characteristics), marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age, political affiliation or belief, or military and veteran 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age, political affiliation or belief, or military and veteran status who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

15.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out their 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.

15.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

15.4 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.

15.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

15.6 **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.

15.7 **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.

16. CONFLICTS OF INTEREST

16.1 **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).

16.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of 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.

16.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16.4 **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.

17. DISPUTES

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

19. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

20. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

21. ENVIRONMENTAL LAW COMPLIANCE

21.1 **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.

22. TERMINATION OF SERVICES & REVERSION OF ASSETS

22.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

22.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this

Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall be as follows: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days.; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

22.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by HUD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or of any agency, department, or any political subdivision of the federal government which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to the County for the Program, this Agreement shall be amended to reflect any reduction of funds.

22.4 Insolvency. If the Organization becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

23. ENTIRE AGREEMENT

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

24. ADVICE OF ATTORNEY

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

25. GENERAL TERMS AND CONDITIONS

25.1 Debarment, Suspension, and Other Responsibilities. Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

25.2 **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.

25.3 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance at Stanislaus Community System of Care (CSOC) meetings, the local Continuum of Care (CoC), are strongly encouraged. Levels of participation may be part of future funding considerations.

25.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

25.5 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

25.6 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

25.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25.8 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with sections 25.5 or 25.6.

25.9 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: **County of Stanislaus**
 Department of Planning and Community Development
 Attention: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To Organization: **United Samaritans Foundation**
 Attention: Beverly Hatcher, Executive Director
 220 South Broadway
 Turlock, CA 95380

25.10 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

25.11 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

25.12 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

UNITED SAMARITANS FOUNDATION

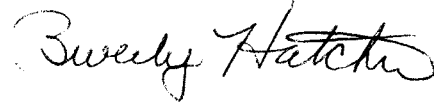
By:



Angela Freitas, Director
Planning and Community Development

"County"

By:



Beverly Hatcher
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By:



Robert J. Taro
Assistant County Counsel



**CDBG BUDGET
FY 2019-2020**

Agency: United Samaritans Foundation
Project: Daily Bread Mobile Lunch Program
Project No.: _____

Individuals Served: 750 Households Served: _____
PROGRAM GOALS:

ESSENTIAL SERVICES		
Essential Services	Requested	Awarded
Salaries	\$10,000.00	\$10,000.00
Salaries- Case Management	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$10,000.00	\$10,000.00


ADDITIONAL PROGRAM COSTS (be specific)		
	Requested	Awarded
Purchase Food	\$5,000.00	\$5,000.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$5,000.00	\$5,000.00

DIRECT PROGRAM-RELATED COSTS		
Operational Costs	Requested	Awarded
Rent/Lease of Space:	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Telephone/Internet	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00
Printing	\$0.00	\$0.00
Automobile/Transportation/Mileage	\$5,000.00	\$5,000.00
Staff Training/Conferences	\$0.00	\$0.00
Professional Fees (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$5,000.00	\$5,000.00

INDIRECT PROGRAM COSTS		
*Only allowed with federal authorization letter/County approved		
	Requested	Awarded
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	Requested	Awarded
TOTAL:	\$20,000.00	\$20,000.00

Approved Budget and Amended Budget Totals MUST equal.

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation	Approve or Deny (Circle One)
	8/15/2019
Signature of Stanislaus County CDBG Program Official	Date

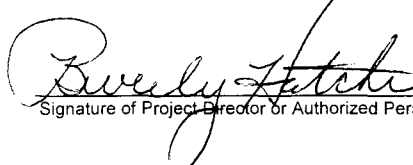
 7-12-19
Signature of Project Director or Authorized Person Required Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

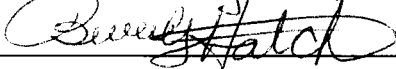
[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Beverly Hatcher Date: 7-11-19

Signature:  Date: 7-11-19

Vendor Name: United Samaritans Foudation 2019 CDBG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division:  Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County
Community Development Block Grant (CDBG) Program
Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: Daily Bread Mobile Lunch Program
Total Amount Awarded (should match Budget "Exhibit A"): \$ 20,000.00
2. Legal Name of Agency Requesting Funding: United Samaritans Foundation
DBA: Same
Agency Address: 220 S. Broadway, Turlock CA 95380
Phone: 209-668-4853 Fax: 209-668-4854
Incorporated Year: 1994 501(c)(3) Yes Tax ID number: 77-0393321
DUNS Number (9 digit No.): 011683385
3. Contact Name: Beverly Hatcher Title: Executive Director
Contact Address (if different than above): _____
Contact E-mail address: bevusf@sbcglobal.net
Contact Phone: 209-668-4853 Fax: 209-668-4854
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 750 (H)
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

In January 2018, a user-survey reported that 32% of our participants said they would not have had anything to eat that day, if they had not received the Daily Bread Lunch. USF provides this critical meal to our most vulnerable.

7. Summarized Project Description:

USF's daily meal program (Daily Bread Mobile Lunch Program) reaches those living in poverty, without access or means to acquire higher quality, to provide nutritional foods. The program serves 750 mid-day meals to 9 communities in Stanislaus County. Hot meals containing high quality ingredients (meats, dairy, and vegetables) or brown bag (deli meat sandwiches, eggs, fruit/vegetables) are provided to anyone who visits the established stops located throughout the county. They provide financial and nutritional relief to the area's most vulnerable, who would otherwise not eat that day or perhaps not eat a second time that day. Included in this application is meal delivery in the following communities: Ceres, Hughson, Waterford, Patterson, Empire, Denair, Hickman, Keyes, and Grayson. In 2018, USF expanded delivery into Patterson and Grayson.

Access to nutritious and affordable food presents a challenge to those in the economic margins. Food insecurity (15% overall – 27% children), adult diabetes (14%), obesity (71%) are chronic problems, especially for families living in poverty. More information in detailed project description: Exhibit P.

EXHIBIT D

Personnel Information

Project: Daily Bread Mobile Lunch Program

Agency: United Samaritans Foundation

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of CDBG Funds (per month)
Kitchen Super/Driver	Direct Service	\$13.31	173.33	\$2,307.02	\$833.33
Kitchen Asst./Driver	Direct Service	\$12.92	173.33	\$2,239.42	
Site Manager	Direct Service	\$13.31	121.3	\$1,614.50	
In-Kind Volunteers	Direct Service	\$11.50	580.67	\$6,677.71	
Kitchen Asst./Driver	Direct Service	\$11.50	26	\$299.00	
In-Kind Volunteers	Direct Service	\$11.50	26	\$299.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
Monthly Totals:				\$13,436.65	\$833.33

Program Totals:	\$161,239.80	\$9,999.96
------------------------	---------------------	-------------------

(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG _____ ESG X

Sub-recipient Name/Program: Community Housing & Shelter Services of Stanislaus County - HMIS

Sub-recipient Address: 708 W. "H" Street Suite B Modesto CA 95354

Program Contact Name and Phone: Esther Rosas, ED. 209-527-0444

Email: chssrosas@gmail.com

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.231/ESG
Sub-recipient Name:	Community Housing & Shelter Services of Stanislaus County
Sub-recipient Unique Entity Identifier	83568782
HUD Award Identification Number:	E-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 ESG
Committed/Obligated Award Amount:	\$14,500.00
Remaining Balance of Previous Award:	ESG \$38,824.63 Award as of 6/04/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

EMERGENCY SOLUTIONS GRANTS (ESG) AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, as the implementer of the Emergency Solutions Grants ("ESG") Program (hereinafter referred to as "County") and the **COMMUNITY HOUSING AND SHELTER SERVICES** (hereinafter referred to as "Organization") on **July 1, 2019**.

INTRODUCTION

WHEREAS, County has received an Emergency Solutions Grants ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution **No. 2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Grants Program; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the Emergency Solutions Program;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICE**

1.1 **General Scope.** Organization shall provide services under its **Homeless Management Information System (HMIS)**, as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2021**, 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 **\$14,500.00** in ESG grant funds (**\$14,500.00** allocated for **HMIS Data Support**) for **Fiscal Years 2019-2020**, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" which is attached to this Agreement and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by **October 15, 2019**; (2) A second draw by **January 14, 2020**; (3) A third draw by **April 15, 2020**; (4) A fourth draw by **June 30, 2020**; (5) A fifth draw by **October 14, 2020**; (6) A sixth draw by **January 18, 2021**; (7) A seventh draw by **April 16, 2021** and (8) An eighth and final draw by **June 14, 2021**. No expenditures past **June 30, 2021**. All complete draw requests must be received before **July 6, 2021**.

2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds “RFF” in addition to a Cost Verification Form “CVF” specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to **May 15** of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allowability of expenses.

2.4 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

2.5 Reallocation of Grant Funds. If at the end of the second quarter, which commences on December 15 of each Fiscal Year, Organization has been unable to spend down funds or meet their goal for numbers served in a timely manner (4th quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a similar activity.

2.6 Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

2.7 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (2) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity

to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

2.8 Match Funding. The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers, and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. USE OF FUNDS

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), as amended by the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs, and other regulations governing the Emergency Solutions Grants Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the program regulations).

3.2 Compliance with Local Code. Organization agrees to implement all activities supported with CDBG and ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

3.3 Ineligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing; (4) Retirement Benefits, overtime, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever are not eligible for reimbursement with ESG funds. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

3.4 **Program Income.** Program income shall be handled in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant-related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-Housing Program (HPRP) participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 **Reversion of Assets.** Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

4.5 **Coordinated Entry.** As per 24 CFR 578.7 (a)(8) ESG Grantees must actively participate in the development and use of a centralized or coordinated assessment system as established by the County and the locally recognized Continuum of Care (CoC), the Stanislaus Community System of Care (CSOC), to meet with the minimum requirements as established by HUD. ESG Grantees participation must also be in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant’s debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client’s Housing Plan and signed by the client.

4.8 **Collaboration, Coordination, Resources and Referral Services.** All ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the monthly CoC meetings are recommended. Levels of participation may be part of future funding considerations.

4.9 **Coordination with Continuum(s) of Care and other programs.** The ESG grantee must document their compliance with the requirements of 24 CFR § 576.400 for participating with the CoC and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The ESG grantee must keep records of the participation in the Homeless Management Information System (HMIS) or a comparable database authorized by County staff for ESG grantees.

4.10 **HMIS Sub-committee.** All ESG grantees must attend the HMIS Sub-committee, which meets monthly. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

5. **RESTRICTIONS RELATED TO RENTAL UNITS**

5.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard

Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.

5.2 Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide financial assistance for a housing unit into which a program participant already resides may be inspected, by the Organization, according to the habitability standards required for the Homeless Prevention Rapid Re Housing Program (HPRP). ESG funds utilized to provide financial assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the HPRP Program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$64.00, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant funding. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 48 hours of the inspection completion. (4) Organization is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG financial assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

5.3 Lease Agreement. Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.

5.4 Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 Rental Unit General Requirements. Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 Use with Other Subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grants guidance. Shelters renovated with ESG funds are also required to meet state or local

government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 Shelter Rehab Activities. (1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grants (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

6.5 Prohibition against involuntary family separation. The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grants (ESG) funding or services and provides shelter to families with children under age 18.

6.6 Essential Shelter Services. In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.7 Clean Air Act and Federal Water Pollution Control Act. Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS**

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

7.2 **Quarterly/Closeout Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the funded program.

7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

7.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 **Privacy Procedures.** The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020** and for **Fiscal Year 2020-2021** to be delivered to County by **December 30, 2021**.

7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County staff to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

7.10 **Monitoring.** An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HUD for the ESG program. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the ESG award to the County and may be prohibited from any further participation in the ESG program. As requested by the County the Organization shall submit to the County all ESG monitoring documentation necessary to ensure that the Organization is in continued compliance with federal ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS.

8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

8.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

9.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the

Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

9.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

9.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

10.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, sex, age, disability, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 Equal Participation of Religious Organizations. Under ESG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide ESG funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.5 Labor Standards. Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70. 10.6.

10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of project activities.

10.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

11. CONFLICTS OF INTEREST

11.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. DISPUTES

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

13. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

14. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

15. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. ENVIRONMENTAL LAW COMPLIANCE

16.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

17. TERMINATION OF SERVICES & REVERSION OF ASSETS

17.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

17.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if

Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall consist of: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of ESG funds.

17.3 **Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

18. **ENTIRE AGREEMENT**

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. **ADVICE OF ATTORNEY**

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. **GENERAL TERMS AND CONDITIONS**

20.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

20.3 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

20.4 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

20.5 **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.

20.6 **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.

20.7 **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 sections 20.5 or 20.6.

20.8 **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: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: Community Housing and Shelter Services
Attention: Esther Rosas, Executive Director
P.O. Box 881
708 H Street, #B
Modesto, CA 95353

20.9 **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.

20.10 **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.

20.11 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

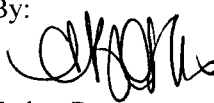
COUNTY OF STANISLAUS

**COMMUNITY HOUSING AND SHELTER
SERVICES**

By: 

Angela Freitas, Director
Planning and Community Development

"County"

By: 

Esther Rosas
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel



Robert J. Taro
Assistant County Counsel

ESG BUDGET
FY 2019-2020

Agency: Community Housing and Shelter Services
Project: HMIS Data Support
Project#:

PROGRAM GOALS
Individuals to be Served: 2,500 Households to be Served: 5,000



EMERGENCY SHELTER		
Essential Services	Requested	Awarded
Salaries Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Motel Expenses	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Operational Costs		
Rent:	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Maintenance or Security (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

HOMELESS PREVENTION		
Essential Services	Requested	Awarded
Salaries Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Financial Assistance Costs		
Rental Arrears	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

HMIS		
Essential Services	Requested	Awarded
Salaries- Data Entry Only	\$9,984.00	\$9,984.00
Benefits/Taxes (capped at 20% of salary)	\$2,341.00	\$2,341.00
Other (specify: Office Lease Space)	\$2,175.00	\$2,175.00
Subtotal:	\$14,500.00	\$14,500.00

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF

Staff Recommendation ☒ Approve or ☐ Deny

Signature of Stanislaus County Community Development Program Official [Signature] Date 7/11/19

STREET OUTREACH (Not Eligible in FY 2019-2020)		
Essential Services	Requested	Awarded
Salaries-Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

RAPID RE-HOUSING		
Essential Services	Requested	Awarded
Salaries Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Financial Assistance Costs		
Rental Application Fees (FA)	\$0.00	\$0.00
Security Deposits (FA)	\$0.00	\$0.00
Last Month's Rent (FA)	\$0.00	\$0.00
Utility Deposits	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Moving Costs (FA)	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Inspection Costs	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	REQUESTED	AWARDED
TOTAL:	\$14,500.00	\$14,500.00

[Signature] 7/16/19
Signature of Project Director or Authorized Person Required Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

- ☒ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.
- ☒ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Esther Rosal Date: 7/10/19

Signature: [Signature] Date: 7/10/19

Vendor Name: Community Housing and Shelter Services (CHSS) FY 2019 ESG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: [Signature] Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County
Emergency Solutions Grant (ESG) Program
Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: HMIS Data Support
Total Amount Awarded (should match Budget "Exhibit A"): \$ 14,500

☐ Shelter \$ _____ ☒ HMIS \$ 14,500.00
2. Legal Name of Agency Requesting Funding: Community Housing and Shelter Services
DBA: Community Housing Shelter Services
Agency Address: 708 H Street, Modesto, CA 95354
Phone: (209) 527-0444 Fax: (209) 575-9818
Incorporated Year: 1981 501(c)(3.00) Tax ID number: 77-0079748
DUNS Number (9 digit No.): 835658782
3. Contact Name: Esther Rosas Title: Executive Director
Contact Address (if different than above): same
Contact e-mail address: chssrosas@gmail.com
Contact Phone: (209) 527-0444 Fax: (209) 575-9818
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 5,500 (H) 2,500
6. Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

The program will continue to provide essential homeless data to allow us to gain Federal and State Homeless funds for individuals, families, and households within our community.
7. Summarized Project Description

This program will allow CHSS to continue to capture the essential missing data from the Modesto Gospel Mission, the largest homeless shelter provider within Stanislaus County, as they are not able to apply for government funding to provide these types of services per their mission statement. CHSS will also continue to enter the data for our various shelter programs that would not be entered due to lack of funding. In addition, CHSS will be able to assist other agencies such as Turlock Gospel Mission and Patterson HOST House, who lack the resources to enter the essential data into HMIS. Entering this essential data has and will continue to allow our Community System of Care (CSOC) to provide a better representation of the homeless population needs within the community. This makes it more likely for our community to receive additional funding for homeless services, reducing the burden on our limited public safety dollars. This data collected will also be utilized to report on the Annual Homeless Assessment Report (AHAR) and Housing Inventory Count Report (HIC).

Personnel Information

Agency: Community Housing and Shelter Services

Monthly Totals:	\$1,663.80	\$832.00
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(above totals x12/22/24 months- based on your estimated program length)

Exhibit D

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG _____ ESG X

Sub-recipient Name/Program: WE CARE PROGRAM – Emergency Shelter Program

Sub-recipient Address: P.O. BOX 1291 TURLOCK CA 95380

Program Contact Name and Phone: Maris Sturtevant, Executive Director 209-664-2003

Email: maris@wecareturlock.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.231/ESG
Sub-recipient Name:	WE CARE PROGRAM
Sub-recipient Unique Entity Identifier	179569772
HUD Award Identification Number:	E-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 ESG
Committed/Obligated Award Amount:	\$91,992.00
Remaining Balance of Previous Award:	ESG \$0.00 Award as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

EMERGENCY SOLUTIONS GRANTS (ESG) AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, as the implementer of the Emergency Solutions Grants ("ESG") Program (hereinafter referred to as "County") and the **WE CARE PROGRAM - TURLOCK** (hereinafter referred to as "Organization") on **July 1, 2019**.

INTRODUCTION

WHEREAS, County has received an Emergency Solutions Grants ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution **No. 2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Grants Program; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the Emergency Solutions Program;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICE**

1.1 **General Scope.** Organization shall provide services under its **Emergency Shelter Program**, as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2021**, 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 **\$91,992.00** in ESG grant funds (**\$91,992.00** allocated for **shelter activities**) for **Fiscal Years 2019-2020**, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" which is attached to this Agreement and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by **October 15, 2019**; (2) A second draw by **January 14, 2020**; (3) A third draw by **April 15, 2020**; (4) A fourth draw by **June 30, 2020**; (5) A fifth draw by **October 14, 2020**; (6) A sixth draw by **January 18, 2021**; (7) A seventh draw by **April 16, 2021** and (8) An eighth and final draw by **June 14, 2021**. No expenditures past **June 30, 2021**. All complete draw requests must be received before **July 6, 2021**.

2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds “RFF” in addition to a Cost Verification Form “CVF” specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to May 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allowability of expenses.

2.4 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

2.5 Reallocation of Grant Funds. If at the end of the second quarter, which commences on December 15 of each Fiscal Year, Organization has been unable to spend down funds or meet their goal for numbers served in a timely manner (4th quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a similar activity.

2.6 Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

2.7 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (2) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity

to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

2.8 Match Funding. The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers, and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. USE OF FUNDS

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), as amended by the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs, and other regulations governing the Emergency Solutions Grants Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the program regulations).

3.2 Compliance with Local Code. Organization agrees to implement all activities supported with CDBG and ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

3.3 Ineligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing; (4) Retirement Benefits, overtime, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever are not eligible for reimbursement with ESG funds. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

3.4 **Program Income.** Program income shall be handled in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant-related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-Housing Program (HPRP) participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 **Reversion of Assets.** Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

4.5 **Coordinated Entry.** As per 24 CFR 578.7 (a)(8) ESG Grantees must actively participate in the development and use of a centralized or coordinated assessment system as established by the County and the locally recognized Continuum of Care (CoC), the Stanislaus Community System of Care (CSOC), to meet with the minimum requirements as established by HUD. ESG Grantees participation must also be in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant’s debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client’s Housing Plan and signed by the client.

4.8 **Collaboration, Coordination, Resources and Referral Services.** All ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the monthly CoC meetings are recommended. Levels of participation may be part of future funding considerations.

4.9 **Coordination with Continuum(s) of Care and other programs.** The ESG grantee must document their compliance with the requirements of 24 CFR § 576.400 for participating with the CoC and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The ESG grantee must keep records of the participation in the Homeless Management Information System (HMIS) or a comparable database authorized by County staff for ESG grantees.

4.10 **HMIS Sub-committee.** All ESG grantees must attend the HMIS Sub-committee, which meets monthly. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

5. RESTRICTIONS RELATED TO RENTAL UNITS

5.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard

Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.

5.2 Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide financial assistance for a housing unit into which a program participant already resides may be inspected, by the Organization, according to the habitability standards required for the Homeless Prevention Rapid Re Housing Program (HPRP). ESG funds utilized to provide financial assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the HPRP Program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$64.00, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant funding. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 48 hours of the inspection completion. (4) Organization is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG financial assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

5.3 Lease Agreement. Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.

5.4 Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 Rental Unit General Requirements. Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 Use with Other Subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grants guidance. Shelters renovated with ESG funds are also required to meet state or local

government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 Shelter Rehab Activities. (1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grants (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

6.5 Prohibition against involuntary family separation. The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grants (ESG) funding or services and provides shelter to families with children under age 18.

6.6 Essential Shelter Services. In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.7 Clean Air Act and Federal Water Pollution Control Act. Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS**

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

7.2 **Quarterly/Closeout Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the funded program.

7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

7.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 **Privacy Procedures.** The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020** and for **Fiscal Year 2020-2021** to be delivered to County by **December 30, 2021**.

7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County staff to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

7.10 **Monitoring.** An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HUD for the ESG program. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the ESG award to the County and may be prohibited from any further participation in the ESG program. As requested by the County the Organization shall submit to the County all ESG monitoring documentation necessary to ensure that the Organization is in continued compliance with federal ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS.

8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

8.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

9.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the

Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

9.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

9.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

10.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, sex, age, disability, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 Equal Participation of Religious Organizations. Under ESG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide ESG funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.5 Labor Standards. Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70. 10.6.

10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of project activities.

10.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

11. CONFLICTS OF INTEREST

11.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. DISPUTES

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

13. **WAIVER OF DEFAULT**

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

14. **DRUG-FREE WORK PLACE**

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

15. **NOTICE**

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. **ENVIRONMENTAL LAW COMPLIANCE**

16.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

17. **TERMINATION OF SERVICES & REVERSION OF ASSETS**

17.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

17.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if

Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall consist of: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of ESG funds.

17.3 **Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

18. **ENTIRE AGREEMENT**

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. **ADVICE OF ATTORNEY**

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. **GENERAL TERMS AND CONDITIONS**

20.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

20.3 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

20.4 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

20.5 **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.

20.6 **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.

20.7 **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 sections 20.5 or 20.6.

20.8 **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: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: We Care Program-Turlock
Attention: Maris Sturtevant, Treasurer
P.O. Box 1291
Turlock, CA 95381

20.9 **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.

20.10 **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.


20.11 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.


–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

WE CARE PROGRAM-TURLOCK

By: 

By: 

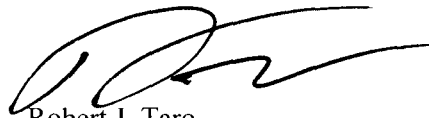
Angela Freitas, Director
Planning and Community Development

Maris Sturtevant
Treasurer

"County"

"Organization"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel



Robert J. Taro
Assistant County Counsel

**ESG BUDGET
FY 2019-2020**

Agency: We Care Program
Project: We Care Program - Emergency Shelter
Project#:



PROGRAM GOALS
Individuals to be Served: 340 Households to be Served: 340

EMERGENCY SHELTER		
Essential Services	Requested	Awarded
Salaries Case Management	\$68,000.00	\$68,000.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$6,000.00	\$6,000.00
Transportation	\$0.00	\$0.00
Motel Expenses	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$74,000.00	\$74,000.00
Operational Costs		
Rent:	\$20,000.00	\$5,000.00
Utilities	\$0.00	\$0.00
Maintenance or Security (specify Utilities, Security, Supplies)	\$23,000.00	\$12,992.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$43,000.00	\$17,992.00

HOMELESS PREVENTION		
Essential Services	Requested	Awarded
Salaries Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Financial Assistance Costs		
Rental Arrears	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

HMIS		
Essential Services	Requested	Awarded
Salaries- Data Entry Only	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation <input checked="" type="checkbox"/> Approve or <input type="checkbox"/> Deny	
7/25/19 signed by Ana San Nicolas	8/6/2019
Signature of Stanislaus County Community Development Program Official	Date

STREET OUTREACH (Not Eligible in FY 2019-2020)		
Essential Services	Requested	Awarded
Salaries-Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

RAPID RE-HOUSING		
Essential Services	Requested	Awarded
Salaries Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Financial Assistance Costs		
Rental Application Fees (FA)	\$0.00	\$0.00
Security Deposits (FA)	\$0.00	\$0.00
Last Month's Rent (FA)	\$0.00	\$0.00
Utility Deposits	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Moving Costs (FA)	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Inspection Costs	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Other (specify: _____)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

	REQUESTED	AWARDED
TOTAL:	\$117,000.00	\$91,992.00

7/22/19 signed by Maris Sturtevant (rh) *Maris Sturtevant* 8-6-19
Signature of Project Director or Authorized Person Required Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Maris Sturtevant Date: 7-3-19

Signature: Maris Sturtevant Date: 7-3-19

Vendor Name: We Care Program - Turlock FY 2019 ESG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County
Emergency Solutions Grant (ESG) Program
Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: We Care Program Emergency Shelter
Total Amount Awarded (should match Budget "Exhibit A"): \$ 91,992.00
☒ Shelter \$ 91,992.00
2. Legal Name of Agency Requesting Funding: We Care Program - Turlock
DBA: We Care Program - Turlock
Agency Address: P.O. Box 1291, Turlock, CA 95381
Phone: (209) 664-2003 Fax: (209) 226-1255
Incorporated Year: 2003 501(c)(3.00) Tax ID number: 20-1843967
DUNS Number (9 digit No.): 179569772
3. Contact Name: Maris Sturtevant Title: Executive Director
Contact Address (if different than above): 221 S. Broadway, Turlock, CA 95380
Contact e-mail address: maris@wecareturlock.org
Contact Phone: (209) 484-1768 Fax: (209) 226-1255
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 340 (H) 340
6. Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

Total number of shelter nights provided, the number of men that transition into our Rapid-Rehousing or Permanent Housing Program, and the number of men receiving assistance from our shelter case manager.
7. Summarized Project Description

The We Care Program (WCP) is requesting funding to extend service of the shelter from 10 ½ months to 11 ½ months during the 2019-2020 fiscal year, if fully-funded. We have a two week break from 6/30/19 to 7/15/19 for repairs and painting. This will be an increase of one month from the present season. This is the only men's shelter in Turlock offering services to men in the southern part of Stanislaus County to 49 men over the age of 18 who fall at or below 30% of the county median income. The WCP shelter provides a safe and stable environment for individuals who would otherwise be sleeping on the street or in places not meant for human habitation. The following on site services are provided: a case manager two nights per week; nutritious meals are provided nightly by over 50 local churches, civic organizations, local businesses and individual families; computer access; and WCP's Rapid Re-Housing and Permanent Supportive Housing case manager provides housing information to those looking to move out of homelessness.

Personnel Information

Agency: We Care Program - Turlock

Monthly Totals:	\$15,839.50	\$5,914.00
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(above totals x12/22/24 months- based on your estimated program length)

Exhibit D

CONTRACT GRANT AWARD SUMMARY

Stanislaus County HUD Funding Information

CDBG ____ ESG X

Sub-recipient Name/Program: WE CARE PROGRAM – Rapid Re-Housing Program

Sub-recipient Address: P.O. BOX 1291 TURLOCK CA 95380

Program Contact Name and Phone: Maris Sturtevant, Executive Director 209-664-2003

Email: maris@wecareturlock.org

Fiscal Year: 2019-2020

Program Description:

See Attached Agreement

FEDERAL AWARD IDENTIFICATION INFORMATION	COUNTY STAFF USE ONLY:
Federal Funding Agency:	U.S. Department of HUD
Local Pass-through Agency:	Stanislaus County
Local Pass-through Agency Contact Name	Angela Freitas
Local Pass-through Agency Contact Number:	209-525-6330
Catalog of Federal Domestic Assistance (CFDA) Number/HUD Program Name:	14.231/ESG
Sub-recipient Name:	WE CARE PROGRAM
Sub-recipient Unique Entity Identifier	179569772
HUD Award Identification Number:	E-19-UC-06-0010
Federal Award Date:	July 1, 2019
Contract Start Date:	July 1, 2019
Contract End Date:	June 30, 2020 ESG
Committed/Obligated Award Amount:	\$81,137.00
Remaining Balance of Previous Award:	ESG \$39,700.89 as of 6/30/19
*Indirect Cost Rate (if applicable-Federal Certification Letter Required)	N/A
Research and Development (R&D) Award (if applicable):	N/A
Scope of Work	See Attached Agreement
Program Budget	See Attached Agreement

*Indirect cost rate for the sub-recipient must be an approved federally recognized indirect cost rate negotiated between the sub-recipient and the federal government or a de minimis indirect cost rate as defined in CFR 200.414 (f).

All federal CDBG and ESG requirements, including required financial and/or performance reports are identified in the Agreement. Please note that both Stanislaus County and HUD are required to have access to the records and financial statements related to the grant award as necessary under 2 CFR part 200. Terms and conditions concerning the closeout of the CDBG-PSG or ESG grant award will be provided in the 4th Quarter monitoring visit.

EMERGENCY SOLUTIONS GRANTS (ESG) AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, as the implementer of the Emergency Solutions Grants ("ESG") Program (hereinafter referred to as "County") and the **WE CARE PROGRAM - TURLOCK** (hereinafter referred to as "Organization") on **July 1, 2019**.

INTRODUCTION

WHEREAS, County has received an Emergency Solutions Grants ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution **No. 2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Grants Program; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the Emergency Solutions Program;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICE**

1.1 **General Scope.** Organization shall provide services under its **Homeless Prevention and Rapid Re-Housing Program**, as described in the Grant Application for Funding in accordance with the provisions of Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on **July 1, 2019**, and end on **June 30, 2021**, 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 **\$81,137.00** in ESG grant funds (**\$81,137.00** allocated for **homeless prevention, rapid re-housing activities**) for **Fiscal Years 2019-2020**, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget", Exhibit B "Insurance", and Exhibit C "Scope of Work" which is attached to this Agreement and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by **October 15, 2019**; (2) A second draw by **January 14, 2020**; (3) A third draw by **April 15, 2020**; (4) A fourth draw by **June 30, 2020**; (5) A fifth draw by **October 14, 2020**; (6) A sixth draw by **January 18, 2021**; (7) A seventh draw by **April 16, 2021** and (8) An eighth and final draw by **June 14, 2021**. No expenditures past **June 30, 2021**. All complete draw requests must be received before **July 6, 2021**.

2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds “RFF” in addition to a Cost Verification Form “CVF” specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A “Project Budget” and Exhibit C “Scope of Work”. Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to **May 15** of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope and shall be subject to prior-approval by HUD, if required, pursuant to 2 CFR 200.308. Organization agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allowability of expenses.

2.4 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

2.5 Reallocation of Grant Funds. If at the end of the second quarter, which commences on December 15 of each Fiscal Year, Organization has been unable to spend down funds or meet their goal for numbers served in a timely manner (4th quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a similar activity.

2.6 Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40-hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the organization. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

2.7 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (2) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity

to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

2.8 Match Funding. The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Organization must apply all funds and progress payments received by the Organization from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Organization shall direct or otherwise manifest the Organization's intention and desire that payments made by the Organization to subcontractors, suppliers, and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. USE OF FUNDS

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), as amended by the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs, and other regulations governing the Emergency Solutions Grants Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the program regulations).

3.2 Compliance with Local Code. Organization agrees to implement all activities supported with CDBG and ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities. Services and work provided by the Organization will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Organization shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

3.3 Ineligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing; (4) Retirement Benefits, overtime, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever are not eligible for reimbursement with ESG funds. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

3.4 **Program Income.** Program income shall be handled in the manner described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant-related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-Housing Program (HPRP) participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 **Reversion of Assets.** Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 576, are considered to be Urban County residents.

4.5 **Coordinated Entry.** As per 24 CFR 578.7 (a)(8) ESG Grantees must actively participate in the development and use of a centralized or coordinated assessment system as established by the County and the locally recognized Continuum of Care (CoC), the Stanislaus Community System of Care (CSOC), to meet with the minimum requirements as established by HUD. ESG Grantees participation must also be in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant’s debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client’s Housing Plan and signed by the client.

4.8 **Collaboration, Coordination, Resources and Referral Services.** All ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the monthly CoC meetings are recommended. Levels of participation may be part of future funding considerations.

4.9 **Coordination with Continuum(s) of Care and other programs.** The ESG grantee must document their compliance with the requirements of 24 CFR § 576.400 for participating with the CoC and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The ESG grantee must keep records of the participation in the Homeless Management Information System (HMIS) or a comparable database authorized by County staff for ESG grantees.

4.10 **HMIS Sub-committee.** All ESG grantees must attend the HMIS Sub-committee, which meets monthly. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

5. RESTRICTIONS RELATED TO RENTAL UNITS

5.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard

Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.

5.2 Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide financial assistance for a housing unit into which a program participant already resides may be inspected, by the Organization, according to the habitability standards required for the Homeless Prevention Rapid Re Housing Program (HPRP). ESG funds utilized to provide financial assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the HPRP Program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$64.00, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant funding. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 48 hours of the inspection completion. (4) Organization is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG financial assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

5.3 Lease Agreement. Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.

5.4 Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 Rental Unit General Requirements. Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 Use with Other Subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grants guidance. Shelters renovated with ESG funds are also required to meet state or local

government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 Shelter Rehab Activities. (1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grants (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

6.5 Prohibition against involuntary family separation. The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grants (ESG) funding or services and provides shelter to families with children under age 18.

6.6 Essential Shelter Services. In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.7 Clean Air Act and Federal Water Pollution Control Act. Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS**

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs.

7.2 **Quarterly/Closeout Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the funded program.

7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

7.6 **General Records.** Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. Organization will keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 **Privacy Procedures.** The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for **Fiscal Year 2019-2020** to be delivered to County by **December 30, 2020** and for **Fiscal Year 2020-2021** to be delivered to County by **December 30, 2021**.

7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County staff to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

7.10 **Monitoring.** An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HUD for the ESG program. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the ESG award to the County and may be prohibited from any further participation in the ESG program. As requested by the County the Organization shall submit to the County all ESG monitoring documentation necessary to ensure that the Organization is in continued compliance with federal ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS.

8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

8.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

9.1 **Defense and Indemnification.** To the fullest extent permitted by law, Organization shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of the Agreement by the

Organization or Organization's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Organization's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Organization in contributing to such claim, damage, loss or expense.

9.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No Request for Funds (RFF), however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

9.3 Required Insurance. Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit B.

9.4 Status of Organization. All acts of the Organization and its officers, employees, agents, representatives, subcontractors, relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of the County. Except as otherwise expressly provided in the Agreement, Organization has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Organization. It is understood by both Organization and County that the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

10.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Organization shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Organization shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the Organization's delivery of services.

(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, religious creed, sex, age, disability, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

10.2 Equal Participation of Religious Organizations. Under ESG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide ESG funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 HUD Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

10.5 Labor Standards. Organization shall comply with all applicable labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70. 10.6.

10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of project activities.

10.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

11. **CONFLICTS OF INTEREST**

11.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

11.2 **Conflict of Interest.** Organization shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

12. **DISPUTES**

Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County. The Organization shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Organization mails or delivers a written appeal to the Chief Executive Officer (CEO) or designee. The decision of the CEO, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Organization shall proceed diligently with the performance of work as directed by the Director of Planning and Community Development, unless the Organization has received a notice of termination.

13. WAIVER OF DEFAULT

Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless the Agreement is modified as provided below.

14. DRUG-FREE WORK PLACE

Organization will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

15. NOTICE

Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first-class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. ENVIRONMENTAL LAW COMPLIANCE

16.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

17. TERMINATION OF SERVICES & REVERSION OF ASSETS

17.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another organization staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

17.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if

Organization fails to comply with the terms and conditions of the award, including: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) County's termination process shall consist of: (a) Written warning to Organization by County including steps to bring project into compliance within 30 days; (b) Notification by County that said project has been determined deficient and that continued support of the project has not provided an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of ESG funds.

17.3 **Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

18. **ENTIRE AGREEMENT**

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. **ADVICE OF ATTORNEY**

Each party warrants and represents that in executing the Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. **GENERAL TERMS AND CONDITIONS**

20.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

20.3 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

20.4 **Amendment and Modification.** The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Organization intends to dispute the change, the Organization must, within ten (10) days after receipt of a written "contract modification" submit to the County a written statement setting forth the disagreement with the change.

20.5 **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.

20.6 **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.

20.7 **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 sections 20.5 or 20.6.

20.8 **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: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: We Care Program-Turlock
Attention: Maris Sturtevant, Treasurer
P.O. Box 1291
Turlock, CA 95381

20.9 **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.

20.10 **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.

20.11 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

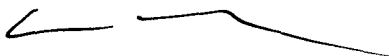
–Signatures on following page –

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

WE CARE PROGRAM-TURLOCK

By:



Angela Freitas, Director
Planning and Community Development

"County"

By:



Maris Sturtevant
Treasurer

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel



Robert J. Taro
Assistant County Counsel

ESG BUDGET
AWARDED BUDGET REVISION FY 19-20
 FOR INSPECTION ALLOCATION

Agency: We Care Program
 Project: We Care Program - Rapid Re-Housing
 Project#:

PROGRAM GOALS
 Individuals to be Served: 11 Households to be Served: 30



RECEIVED
 AUG 2 2019
 Stanislaus County - Planning &
 Community Development Dept.

EMERGENCY SHELTER		
Essential Services	Requested	Awarded
Salaries Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Motel Expenses	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Operational Costs		
Rent:	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Maintenance or Security (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

HOMELESS PREVENTION		
Essential Services	Requested	Awarded
Salaries Case Management	\$4,000.00	\$4,000.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$4,000.00	\$4,000.00
Financial Assistance Costs		
Rental Arrears	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$4,000.00	\$4,000.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$4,000.00	\$4,000.00

HMIS		
Essential Services	Requested	Awarded
Salaries- Data Entry Only	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF

Staff Recommendation ☐ Approve or ☐ Deny

Signature of Stanislaus County Community Development Program Official 8/1/2019 Date

STREET OUTREACH (Not Eligible in FY 2019-2020)		
Essential Services	Requested	Awarded
Salaries-Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

RAPID RE-HOUSING		
Essential Services	Requested	Awarded
Salaries Case Management	\$22,000.00	\$22,000.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify: HMIS Case Management)	\$1,000.00	\$1,000.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$23,000.00	\$23,000.00
Financial Assistance Costs		
Rental Application Fees (FA)	\$0.00	\$0.00
Security Deposits (FA)	\$8,000.00	\$10,000.00
Last Month's Rent (FA)	\$0.00	\$0.00
Utility Deposits	\$2,000.00	\$2,000.00
Utility Payments	\$0.00	\$0.00
Moving Costs (FA)	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$20,000.00	\$21,137.00
Medium-term Rental Assistance (4-24 mos.)	\$14,000.00	\$14,000.00
Inspection Costs	\$3,000.00	\$3,000.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$47,000.00	\$50,137.00

	REQUESTED	AWARDED

Maris Sturtevant 8-1-19
 Signature of Project Director or Authorized Person Required Date

ESG BUDGET
AWARDED BUDGET REVISION FY 19-20
 FOR INSPECTION ALLOCATION



Agency: We Care Program
 Project: We Care Program - Rapid Re-Housing
 Project#:

PROGRAM GOALS
 Individuals to be Served: 11 Households to be Served: 30

EMERGENCY SHELTER		
Essential Services	Requested	Awarded
Salaries Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Motel Expenses	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Operational Costs		
Rent:	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Maintenance or Security (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

HOMELESS PREVENTION		
Essential Services	Requested	Awarded
Salaries Case Management	\$4,000.00	\$4,000.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$4,000.00	\$4,000.00
Financial Assistance Costs		
Rental Arrears	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$4,000.00	\$4,000.00
Medium-term Rental Assistance (4-24 mos.)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$4,000.00	\$4,000.00

HMIS		
Essential Services	Requested	Awarded
Salaries- Data Entry Only	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

TO BE COMPLETED BY COMMUNITY DEVELOPMENT MONITORING STAFF	
Staff Recommendation <input type="checkbox"/> Approve or <input checked="" type="checkbox"/> Deny	8/1/2019
Signature of Stanislaus County Community Development Program Official	Date

STREET OUTREACH (Not Eligible in FY 2019-2020)		
Essential Services	Requested	Awarded
Salaries-Case Management	\$0.00	\$0.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00

RAPID RE-HOUSING		
Essential Services	Requested	Awarded
Salaries Case Management	\$22,000.00	\$22,000.00
Salaries- Case Management HMIS - Coordinated Entry	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary)	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Other (specify: HMIS Case Management)	\$1,000.00	\$1,000.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$23,000.00	\$23,000.00
Financial Assistance Costs		
Rental Application Fees (FA)	\$0.00	\$0.00
Security Deposits (FA)	\$8,000.00	\$10,000.00
Last Month's Rent (FA)	\$0.00	\$0.00
Utility Deposits	\$2,000.00	\$2,000.00
Utility Payments	\$0.00	\$0.00
Moving Costs (FA)	\$0.00	\$0.00
Services Costs (FA)	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.)	\$20,000.00	\$21,137.00
Medium-term Rental Assistance (4-24 mos.)	\$14,000.00	\$14,000.00
Inspection Costs	\$3,000.00	\$3,000.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Other (specify:)	\$0.00	\$0.00
Subtotal:	\$47,000.00	\$50,137.00

	REQUESTED	AWARDED
TOTAL	\$74,000.00	\$74,137.00

Signature of Project Director or Authorized Person Required Date

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Maris Sturtevant Date: 7-3-19

Signature: Maris Sturtevant Date: 7-3-19

Vendor Name: We Care Program - Turlock FY 2019 ESG

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin White Date: _____



EXHIBIT C SCOPE OF WORK

Stanislaus County
Emergency Solutions Grant (ESG) Program
Fiscal Year 2019-2020

PROJECT SUMMARY

1. Project Title: We Care Program Rapid Re-Housing
Total Amount Awarded (should match Budget "Exhibit A"): \$ 78,000
☒ Homeless Prevention (ESG-Federal Only) \$ 12,000.00
☒ Rapid Re-Housing \$ 66,000.00
2. Legal Name of Agency Requesting Funding: We Care Program - Turlock
DBA: We Care Program - Turlock
Agency Address: P.O. Box 1291, Turlock, CA 95381
Phone: (209) 664-2003 Fax: (209) 226-1255
Incorporated Year: 2003 501(c)(3.00) Tax ID number: 20-1843967
DUNS Number (9 digit No.): 179569772
3. Contact Name: Maris Sturtevant Title: Executive Director
Contact Address (if different than above): 221 S. Broadway, Turlock, CA 95380
Contact e-mail address: maris@wecareturlock.org
Contact Phone: (209) 484-1768 Fax: (209) 226-1255
4. Agency Type (check all that apply):
☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education
5. Number of unduplicated persons and households you anticipate serving for this project: (I) 30 (H) 11
6. Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

Program success is measured by the number of clients who are sustainably housed, participate in financial classes, open checking accounts, and learn about budgeting.

7. Summarized Project Description

The We Care Program (WCP) Rapid Re-Housing program provides services to individuals and families who are currently homeless. The Homeless Prevention program helps prevent those individuals and families, who have received a 3-day notice from their landlords, from becoming homeless. These programs are for single individuals, couples without children and families. The Rapid Re-Housing program will assist 11 homeless individuals and families with searching for housing and placement, rental and utility deposits, rental and utility assistance, case management, referrals and support services. The Homeless Prevention program will serve 4 persons with assistance to prevent them from becoming homeless by providing rental assistance, and relocation assistance if necessary. Both programs are case management-based programs with each participant having an individualized housing plan, with attainable goals that are monitored on a weekly or monthly basis, per the household's needs. Our goal is to help people who are homeless, or at risk of homelessness, obtain or maintain their housing.

EXHIBIT D

Personnel Information

Project: Rapid Re-Housing and Homeless Agency: We Care Program

Project: Rapid Re-Housing and Homeless Agency: We Care Program

Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (*Hourly without Fringe)	Total Hours Per Month (for the program)	Total Cost to Program (per month)	Total Cost of ESG Funds (per month)
Case Manager	Direct Service	\$14.50	120	\$1,740.00	\$1,740.00
Case Manager	Direct Service	\$14.20	37	\$525.40	\$511.00
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
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				\$0.00	
				\$0.00	
				\$0.00	
Monthly Totals:				\$2,265.40	\$2,251.00

Program Totals:	\$27,184.80	\$27,012.00
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(above totals x12/22/24 months- based on your estimated program length)

* If staff person is salaried, please still provide an hourly rate based on the number of hours worked per week.

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. **2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall be allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

G. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

H. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 **Compliance with Local Code.** City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 **Ineligible Uses of Funds.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

3.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 Eligible Urban County Areas. Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and the unincorporated areas of Stanislaus County.

4.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

5.1 Documentation. Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 HUD Sponsored Research. Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 DUNS Number Requirement. City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

5.5 Data Required. City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. **HOLD HARMLESS AND INDEMNITY AGREEMENT**

7.1 **General Indemnification.** City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

9.1 Contract Provisions. City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) Copeland “Anti-Kickback” Act. All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. **CONFLICTS OF INTEREST**

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

14.7 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
 Department of Planning and Community Development
 Attention: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

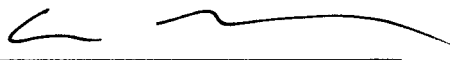
Signatures on following page

COUNTY OF STANISLAUS

By 
Jody Hayes
Chief Executive Officer

Dated _____

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 
Robert J. Taro
Assistant County Counsel

By Chris T. Vierra
Chris Vierra
Mayor

ATTEST:

[illegible]

Attachment 1 Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. **2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

G. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

H. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 Compliance with Local Code. City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 Ineligible Uses of Funds. In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

3.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 Reversion of Assets. Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 General Eligibility. Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and the unincorporated areas of Stanislaus County.

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. **DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS**

5.1 **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

5.5 **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 Privacy Procedures. City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 General Uniform Administrative Requirements. City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

9.1 Contract Provisions. City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) Copeland “Anti-Kickback” Act. All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

9.2 Debarment and Suspension. No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. CONFLICTS OF INTEREST

10.1 Hatch Act Incorporated. Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 Conflict of Interest. City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 Lobbying and Disclosure Requirements. City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

14.7 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


Signatures on following page

COUNTY OF STANISLAUS


By 
Jody Hayes
Chief Executive Officer

Dated _____

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

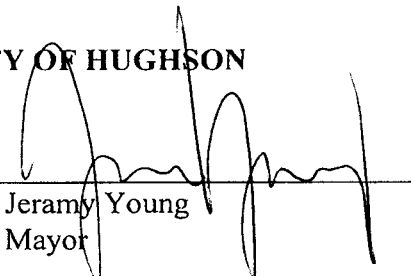
By 
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 
Robert J. Taro
Assistant County Counsel

CITY OF HUGHSON

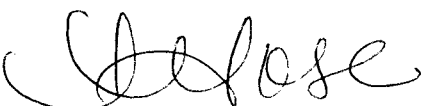
By


Jeramy Young
Mayor

7/8/19
Dated

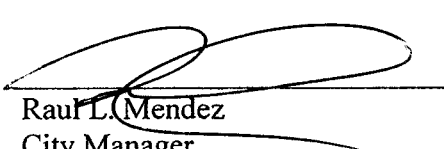
ATTEST:

By


Ashton Gose
City Clerk

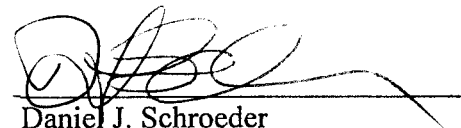
APPROVED AS TO CONTENT:

By


Raul L. Mendez
City Manager

APPROVED AS TO FORM:

By


Daniel J. Schroeder
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. 2019-0308, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

G. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

H. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 Compliance with Local Code. City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 Ineligible Uses of Funds. In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

3.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 Reversion of Assets. Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 General Eligibility. Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 Eligible Urban County Areas. Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and the unincorporated areas of Stanislaus County.

4.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

5.1 Documentation. Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 HUD Sponsored Research. Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 DUNS Number Requirement. City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

5.5 Data Required. City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 Privacy Procedures. City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 General Uniform Administrative Requirements. City shall comply with 24 CFR 570.502-Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

9.1 Contract Provisions. City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) Copeland “Anti-Kickback” Act. All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. **CONFLICTS OF INTEREST**

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

14.7 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


Signatures on following page

COUNTY OF STANISLAUS

By 
Jody Hayes
Chief Executive Officer

Dated _____


APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

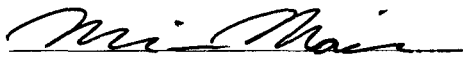
By 
Robert J. Taro
Assistant County Counsel

CITY OF NEWMAN


By 
Robert Martina
Mayor

Dated 7/27/19


ATTEST:

By 
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By 
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By 
~~For~~ Nubia Goldstein
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. **2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

G. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

H. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 Compliance with Local Code. City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 Ineligible Uses of Funds. In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

3.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 Reversion of Assets. Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 General Eligibility. Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 Eligible Urban County Areas. Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and the unincorporated areas of Stanislaus County.

4.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

5.1 Documentation. Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 HUD Sponsored Research. Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 DUNS Number Requirement. City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

5.5 Data Required. City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 Privacy Procedures. City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 General Uniform Administrative Requirements. City shall comply with 24 CFR 570.502-Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services.

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

9.1 Contract Provisions. City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) Copeland “Anti-Kickback” Act. All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

9.2 Debarment and Suspension. No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. CONFLICTS OF INTEREST

10.1 Hatch Act Incorporated. Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 Conflict of Interest. City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 Lobbying and Disclosure Requirements. City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. **DRUG-FREE WORK PLACE**

11.1 **Drug-free Workplace.** City will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

12. **ENVIRONMENTAL LAW COMPLIANCE**

12.1 **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. **TERMINATION OF SERVICES & REVERSION OF ASSETS**

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. **GENERAL TERMS AND CONDITIONS**

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

14.7 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **Governing Law and Venue.** This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


Signatures on following page

COUNTY OF STANISLAUS

By 
Jody Hayes
Chief Executive Officer

Dated _____

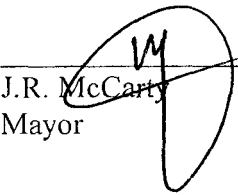
APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

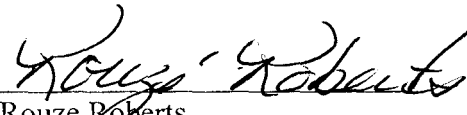
By 
Robert J. Taro
Assistant County Counsel

CITY OF OAKDALE

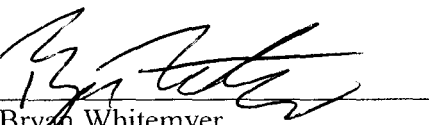
By 
J.R. McCarty
Mayor

7-10-19
Dated

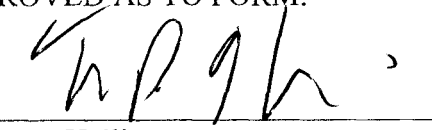
ATTEST:

By 
Rouze Roberts
City Clerk

APPROVED AS TO CONTENT:

By 
Brynn Whitemyer
City Manager

APPROVED AS TO FORM:

By 
Tom Hallinan
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. 2019-0308, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall be allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.

C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. 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.

E. 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.

F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.

G. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

H. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 Allocation Amount. City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

2.3 Certification of Expenses. In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 Authorized Personnel. Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 Compliance with Local Code. City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 Ineligible Uses of Funds. In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

3.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 Reversion of Assets. Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 General Eligibility. Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and the unincorporated areas of Stanislaus County.

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

5.1 **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

5.5 **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 **General Indemnification.** City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

9.1 Contract Provisions. City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) Copeland "Anti-Kickback" Act. All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 Debarment and Suspension. No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. CONFLICTS OF INTEREST

10.1 Hatch Act Incorporated. Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 Conflict of Interest. City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 Lobbying and Disclosure Requirements. City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 Assignment. Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

14.7 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

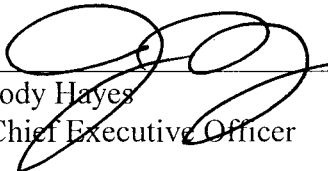
14.9 Authorization. City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

14.10 Counterparts. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

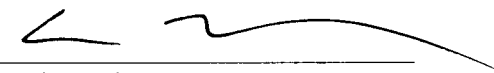
Signatures on following page

COUNTY OF STANISLAUS

By 
Jody Hayes
Chief Executive Officer

Dated _____

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 
Angela Freitas
Director

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By 
Robert J. Taro
Assistant County Counsel

CITY OF PATTERSON

By Deborah M. Novelli 7/17/2019
Deborah M. Novelli Dated
Mayor

ATTEST:

By Maricela L. Vela
Maricela L. Vela
City Clerk

APPROVED AS TO CONTENT:

By Ken Irwin
Ken Irwin
City Manager

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

Attachment 1 Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (the "City" individually or "Cities" collectively) on July 1, 2019.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020) in the amount \$2,306,059 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the U.S. 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. **2019-0308**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$641,742
Ceres	\$257,068
Hughson	\$128,574
Newman	\$146,008
Oakdale	\$161,101
Patterson	\$145,847
Waterford	\$133,901
TOTAL	\$1,614,241

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2019-2020 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

- i. An amount not to exceed \$393,257 of the available administrative funds shall be allocated to the County and each City as follows:

Jurisdiction	Administration
Stanislaus County	\$321,503
Ceres	\$ 11,959
Hughson	\$ 11,959
Newman	\$ 11,959
Oakdale	\$ 11,959
Patterson	\$ 11,959
Waterford	\$ 11,959
TOTAL	\$393,257

- ii. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- iii. An amount not to exceed \$42,955 from the available administrative funding shall be allocated to the development of the Fiscal Year 2020-2025 Consolidated Planning efforts.
- C. An amount not to exceed ten percent of the total Fiscal Year 2019-2020 CDBG entitlement funds, \$230,606, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.
- D. 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.
- E. 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.
- F. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan.
- G. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.
- H. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.
- I. If the Cities have any unspent CDBG administration funds by May 1, 2020 those funds will be reallocated to pay for the Fiscal Year 2020-2025 Consolidated Planning efforts. Any unspent administrative funds that are not required for the Consolidated Planning efforts may be made available to the corresponding City for approved project activities (not including administration) in the next Fiscal Year.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2019-2020 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2020, or until all Fiscal Year 2019-2020 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be

extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 Allocation Amount. City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2019; (2) A second draw by January 16, 2020; (3) A third draw by April 16, 2020; and (4) A fourth and final draw by June 30, 2020. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2020.

2.3 Certification of Expenses. In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 Authorized Personnel. Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant Program, and any

amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 Compliance with Local Code. City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 Ineligible Uses of Funds. In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

3.5 Termination of Contract. Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 Reversion of Assets. Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 General Eligibility. Eligibility of program activities shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 Income Standards. City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method

of income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 Eligible Urban County Areas. Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and the unincorporated areas of Stanislaus County.

4.4 Environmental Review Record. City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as the Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTENANCE OF RECORDS

5.1 Documentation. Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 HUD Sponsored Research. Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 DUNS Number Requirement. City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

5.5 Data Required. City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and

records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 Privacy Procedures. City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 Audit Provision. City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2019-2020 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 General Uniform Administrative Requirements. City shall comply with 24 CFR 570.502-Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, federal and state laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 **Equal Participation of Religious Organizations.** Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out their mission, including the definition, practice, and expression of their religious beliefs, provided that they do not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services,

without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 HUD Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 Eligibility Restrictions. City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

9.1 Contract Provisions. City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) Copeland "Anti-Kickback" Act. All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) Contract Work Hours and Safety Standards. Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) Byrd Anti-Lobbying Amendment. Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. **CONFLICTS OF INTEREST**

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no state or federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County

responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 Assignment. Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

14.7 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

14.9 Authorization. City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

14.10 Counterparts. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

CITY OF WATERFORD

By M. Michael Van Winkle
Michael Van Winkle
Mayor

7-18-19
Dated

ATTEST:

By Patricia Krause
Patricia Krause
City Clerk

APPROVED AS TO CONTENT:

By Michael G. Pitcock
Michael G. Pitcock
City Manager

APPROVED AS TO FORM:

By Corbett Browning
Corbett Browning
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

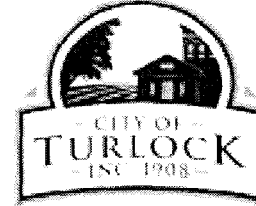
City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TURLOCK
AND
COUNTY OF STANISLAUS FOR**

JOINT CONSOLIDATED PLANNING AND ASSESSMENT OF IMPEDIMENTS

This MEMORANDUM OF UNDERSTANDING, entered into this 9th day of July 2019 is between the County of **Stanislaus** (hereinafter referred to as “**County**”), whose address is 1010 10th Street, Suite 3400, Modesto CA 95354, and **City of Turlock** (hereinafter referred to as “**City**”) whose address is 156 South Broadway, Suite 140, Turlock, CA 95380.

WHEREAS, **County** and the **City** are partners in the City of Turlock/Stanislaus Urban County HOME Consortium; and

WHEREAS, **County** is the “lead agency” for the Stanislaus Urban County and the **City** is the “lead agency” of the City of Turlock/Stanislaus County HOME Consortium both which receive federal funding requiring the independent preparation of a Consolidated Plan, Annual Action Plan, and an Analysis of Impediments; and

WHEREAS, **County** and the **City** have solicited proposals from qualified consultants for consultant services to complete: 1) a Consortium Consolidated Plan and a regional Analysis of Impediments to Fair Housing for both jurisdictions, plus the City of Modesto and the Stanislaus Regional Housing Authority, and 2) individual Annual Action Plans for each jurisdiction; and

WHEREAS, on December 19, 2018 the **County** and the **City** received two proposals for consultant services – TDA Consulting, Inc. and The Cloudburst Group; and

WHEREAS, The Cloudburst Group has been selected as the Consultant to provide the desired professional services; and

WHEREAS, **County** will serve as the “lead agency” for purposes of the development of the Consortium Consolidated Plan and the **City** will serve as the “Participating Agency” for purposes of the Consolidated Plan, with federal authorization to submit the Consortium Consolidated Plan in IDIS; and

WHEREAS, **County** and the **City** wish to enter into this Memorandum of Understanding (MOU) to clearly identify the roles and responsibilities of each party as they relate to professional services to be provided by the selected Consultant, including payment of all costs incurred.

NOW THEREFORE, County and the **City** agree as follows:

ARTICLE I
PARTY RESPONSIBILITIES

1. County will enter into a professional services agreement with The Cloudburst Group for the delivery of services as outlined in the program details, for a City and County joint project, in the Consultants Proposal to the County's RFP #18-61-AS.
2. County will provide all Consultant invoices with costs payable by the City to the City for review and approval prior to payment. The County will pay all invoices in full and the City shall reimburse the County for their share of the costs within 30-days of invoice approval as outlined in Article IV.
3. County will serve as the "lead agency" for purposes of the development of the Consortium Consolidated Plan submittal to the United States Department of Housing and Urban Development in IDIS and the City will serve as the "Participating Agency" for purposes of the Consortium Consolidated Plan. The City is the federally authorized entity that will submit the completed Consortium Consolidated Plan to HUD via IDIS.
4. Adoption of the Consortium Consolidated Plan, Analysis of Impediments, and Annual Action Plans resulting from this MOU shall be conducted independently through each jurisdiction's legislative decision-making body.
5. Both County and City shall adhere to applicable federal and state laws, regulations, and guidelines.
6. County and City shall follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>
7. County and the City shall be responsible for all costs incurred under this MOU as reflected in Attachment "A" – Joint Consolidated Planning and Assessment of Impediments Cost Sharing.

ARTICLE II
GENERAL PROVISIONS

1. This MOU, including attachments, shall form the entire agreement and understanding between **County** and **City**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this MOU in any way.

2. The governing law of this MOU shall be the law of the State of California, . The parties agree that County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this MOU.
3. Communications to **County** shall be directed to:

Stanislaus County Planning & Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525 - 6330
FAX: (209) 525 - 5911

Communications to **City** shall be directed to:

City of Turlock, Housing Program Services Division
156 South Broadway, Suite 140,
Turlock, CA 95380

ARTICLE III TERM

The term of this MOU shall be from June 1, 2019 through October 31, 2020 or until all work to be conducted by The Cloudburst Group under the terms of this Agreement has been conducted and all costs incurred paid.

ARTICLE IV CHARGES, INVOICING, AND PAYMENT

1. County will provide all Consultant invoices, with costs payable by the City, to the City for review and approval prior to payment. The City shall have 15-days to review the invoice.
2. The County will pay all invoices in full and the City shall reimburse the County for its share of the costs within 30-days of invoice approval.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

This MOU is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with City or any persons employed by City including Subcontractors or employees thereof. The City and County shall control the manner and means of accomplishing the performance of the MOU.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

1. The **City and County** shall maintain throughout the period of this MOU the following insurance coverages, which shall be written on an “occurrence” basis:
 - A. Worker's Compensation and Employer's Liability insurance, as required by law;
 - B. Comprehensive General, bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
 - C. Comprehensive automobile liability insurance for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.
2. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of any act or failure to act by the other party under or in connection with any work delegated to that party under this MOU. The parties further agree, pursuant to Governmental Code Section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this MOU.

ARTICLE VII MODIFICATIONS

Specific activities outlined in this MOU may be modified in keeping with established Program regulations and guidelines by written consent of all parties involved.

ARTICLE VIII DISPUTES

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this MOU.

ARTICLE IX NON-ASSIGNMENT

Neither party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

ARTICLE X SEVERABILITY AND SURVIVAL

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this MOU will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XI
TERMINATION**

1. Each party retains the right to terminate this MOU without cause upon thirty (30) days advance notice to the other. Each party retains the right to terminate this MOU for cause upon twenty-one (21) days advance written notice to the other, which notice shall specify the cause.
2. After termination, the City shall remain responsible for the payment of any outstanding cost share for work already performed by the Consultant for the benefit of the City.

**ARTICLE XII
ENTIRE DOCUMENT**

This MOU represents the entire agreement between the parties and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, as follows:

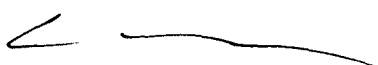
COUNTY OF STANISLAUS

County of Stanislaus Planning &
Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
209-525-6330


CITY OF TURLOCK

Housing Services Division
156 South Broadway, Suite 140
Turlock, CA 95380
209) 668-5542

SIGNATORIES

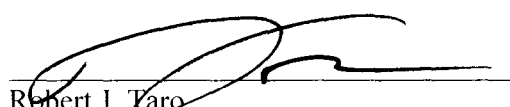


Angela Freitas, Director
County of Stanislaus
Planning and Community Development
Department



Robert C. Lawton, City Manager
City of Turlock

APPROVED AS TO FORM:



Robert J. Taro
Assistant County Counsel



**INTER-GOVERNMENTAL AGREEMENT
RENEWING THE TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM
Amendment No. 1**

THIS AMENDMENT, dated September 18, 2019, is made and entered into by and among the City of Turlock, a municipal corporation of the State of California and located within the boundaries of Stanislaus County (hereinafter "Turlock") and the Stanislaus Urban County.

WHEREAS, the parties hereto previously entered into an agreement dated May 28, 2019, whereby Turlock and Stanislaus Urban County desire to renew their commitment to act jointly as a consortium for purposes of the Act and hereby enter into this Inter-Governmental Agreement which supersedes all other inter-governmental agreements setting up the Turlock/Stanislaus County HOME Consortium: and

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

VII. EFFECTIVE DATE

This Agreement shall go into effect October 1, 2019 and shall continue in full force and remain in effect until the HOME funds received during each of the three federal fiscal years through September 30, 2022 are expended on eligible activities or returned to HUD. The consecutive three-year qualification period is the federal fiscal years are Oct. 1, 2019 to Sept. 30, 2020, Oct. 1, 2020 to Sept. 30, 2021, and Oct 1, 2021 to Sept. 30, 2022. The Stanislaus Urban County and Turlock shall be included in the TURLOCK HOME CONSORTIUM for a minimum of the three qualification federal fiscal years.

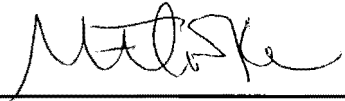
VIII. TERMINATION OF AGREEMENT

Consortium members may not withdraw from the consortium during the consecutive three-year qualification period.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below.

CITY OF TURLOCK
156 South Broadway, Suite 140
Turlock, CA 95380

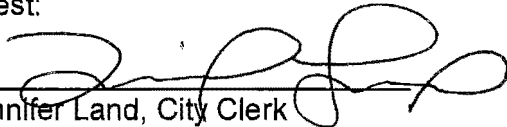
By 
Michael I. Cooke, Interim City Manager

Date 9-25-2019


Approved as to form:

By 
Douglas White, City Attorney

Attest:

By 
Jennifer Land, City Clerk

STANISLAUS COUNTY
1010 Tenth Street, Suite 3400
Modesto, CA 95354

By 
Jody L. Hayes,
Stanislaus County Chief Executive
Officer, acting as "Lead Entity" for the
Stanislaus Urban County

Date 9/19/19

Approved as to form:

By 
Robert J. Taro, Assistant County Counsel

Consortium Consolidated Plan (Con Plan), Annual Action Plans (AAPs), and Regional Analysis of Impediments to Fair Housing (AI)
Stanislaus County and City of Turlock Cost Share

Joint Consolidated Plan, Annual Action Plans, and Regional Analysis of Impediments to Fair Housing	Stanislaus County	City of Turlock	City of Modesto	Housing Authority	Total Cost
Consolidated Plan	\$ 10,123.00	\$ 10,123.00	N/A	N/A	\$ 20,246.00
Annual Action Plans	\$ 3,200.00	\$ 3,200.00	N/A	N/A	\$ 6,400.00
Analysis of Impediments to Fair Housing	\$ 11,031.00	\$ 2,988.00	\$ 8,963.00	\$ 5,744.00	\$ 28,726.00
Project Costs*	\$ 18,601.20	\$ 18,601.20	\$ 2,066.80	\$ 2,066.80	\$ 41,336.00
TOTAL	\$ 42,955.20	\$ 34,912.20	\$ 11,029.80	\$ 7,810.80	\$ 96,708.00
<u>*Project Costs Breakdown</u>	<u>Stanislaus County</u>	<u>City of Turlock</u>	<u>City of Modesto</u>	<u>Housing Authority</u>	<u>Total Cost</u>
Project Launch	\$ 3,821.85	\$ 3,821.85	\$ 849.30	\$ 849.30	\$ 7,643.70
Initial Data Analysis	\$ 2,443.95	\$ 2,443.95	\$ 543.10	\$ 543.10	\$ 4,887.90
Citizen and Stakeholder Engagement	\$ 5,907.15	\$ 5,907.15	\$ 1,312.70	\$ 1,312.70	\$ 11,814.30
Final Data Analysis & Recommendations	\$ 2,172.60	\$ 2,172.60	\$ 482.80	\$ 482.80	\$ 4,345.20
Final Draft of Documents	\$ 764.55	\$ 764.55	\$ 169.90	\$ 169.90	\$ 1,529.10
Public Hearings and Submission	\$ 3,491.10	\$ 3,491.10	\$ 775.80	\$ 775.80	\$ 6,982.20

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 13th day of May, 2019, by and between the CITY OF CERES, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the County is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974 ("HCDA"), as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including the Community Development Block Grant Entitlement ("CDBG"), Emergency Solutions Grants ("ESG"), and the HOME Investment Partnerships ("HOME") Programs funded by HUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2020, and be in effect until terminated, but termination may not occur before September 30, 2023. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 20-21- (July 1, 2020 to June 30, 2021), 21-22 (July 1, 2021 to June 30, 2022), and 22-23 (July 1, 2022 to June 30, 2023) program years, and any related

program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). Grant Review Panel duties shall include reviewing and scoring of applications, and attendance during all grant applicant presentations.
3.
 - a. After deduction of administrative expenses, which shall not exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by an Urban County member has CDBG documentation that 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.
4.
 - a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in

which the action is taken. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

The next such qualification period will end September 30, 2023. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2023, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2019 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, along with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any program income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to

the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. City shall not sell, trade, or otherwise transfer all or any portion of such funds to another city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCDA.
9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is the Stanislaus County Board of Supervisors.
11. By executing this Agreement, City understands the following:
 - b. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.
 - d. This agreement remains in effect until CDBG, ESG, HOME funds, along with any program income received with respect to activities carried out during the

three-year qualification period, are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

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 19-04.
13.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the

concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: 

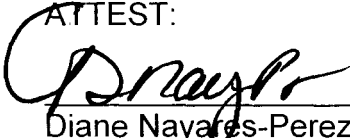
Angela Freitas, Director
Planning & Community Development

CITY OF CERES

By: 

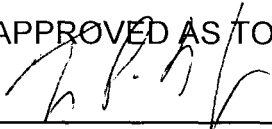
Toby Wells
City Manager

ATTEST:

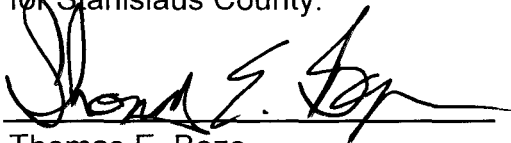

Diane Nayaes-Perez
City Clerk

Reso. No. 2019-48; 5/13/2019

APPROVED AS TO FORM:


Tom Hallinan
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.



Thomas E. Boze
County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 13th day of May, 2019, by and between the CITY OF HUGHSON, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the County is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974 ("HCDA"), as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including the Community Development Block Grant Entitlement ("CDBG"), Emergency Solutions Grants ("ESG"), and the HOME Investment Partnerships ("HOME") Programs funded by HUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2020, and be in effect until terminated, but termination may not occur before September 30, 2023. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 20-21- (July 1, 2020 to June 30, 2021), 21-22 (July 1, 2021 to June 30, 2022), and 22-23 (July 1, 2022 to June 30, 2023) program years, and any related

program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). Grant Review Panel duties shall include reviewing and scoring of applications, and attendance during all grant applicant presentations.
3.
 - a. After deduction of administrative expenses, which shall not exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by an Urban County member has CDBG documentation that 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.
4.
 - a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in

which the action is taken. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

The next such qualification period will end September 30, 2023. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2023, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2019 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, along with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any program income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to

the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. City shall not sell, trade, or otherwise transfer all or any portion of such funds to another city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCDA.
9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is the Stanislaus County Board of Supervisors.
11. By executing this Agreement, City understands the following:
 - b. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.
 - d. This agreement remains in effect until CDBG, ESG, HOME funds, along with any program income received with respect to activities carried out during the

three-year qualification period, are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

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 19-04.
13.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the

concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

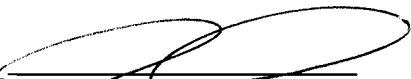
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS


By: 

Angela Freitas, Director
Planning & Community Development

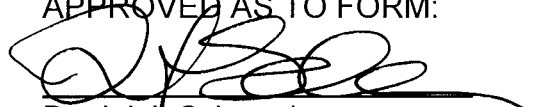
CITY OF HUGHSON

By: 
Raul Mendez
City Manager

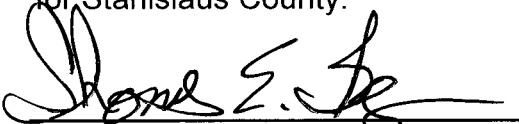
ATTEST:


~~Susana Diaz~~ Ashton Gose
City Clerk

APPROVED AS TO FORM:


Daniel J. Schroeder
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.


Thomas E. Boze
County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 6th day of May, 2019, by and between the CITY OF NEWMAN, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the County is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974 ("HCDA"), as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including the Community Development Block Grant Entitlement ("CDBG"), Emergency Solutions Grants ("ESG"), and the HOME Investment Partnerships ("HOME") Programs funded by HUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2020, and be in effect until terminated, but termination may not occur before September 30, 2023. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 20-21- (July 1, 2020 to June 30, 2021), 21-22 (July 1, 2021 to June 30, 2022), and 22-23 (July 1, 2022 to June 30, 2023) program years, and any related program

income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following committee and panel to coordinate and review Urban County information:

- a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
- b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). Grant Review Panel duties shall include reviewing and scoring of applications, and attendance during all grant applicant presentations.

3.

- a. After deduction of administrative expenses, which shall not exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by an Urban County member has CDBG documentation that 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.

4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the action is taken. City may participate in a HOME Program only through the Urban

which the action is taken. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

The next such qualification period will end September 30, 2023. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2023, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2019 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, along with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any program income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to

the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. City shall not sell, trade, or otherwise transfer all or any portion of such funds to another city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCDA.
9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is the Stanislaus County Board of Supervisors.
11. By executing this Agreement, City understands the following:
 - b. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.
 - d. This agreement remains in effect until CDBG, ESG, HOME funds, along with any program income received with respect to activities carried out during the

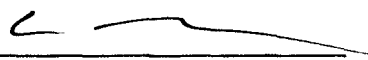
three-year qualification period, are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

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 19-04.
13.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the

concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: 

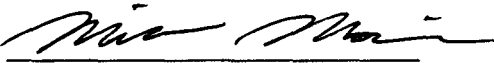
Angela Freitas, Director
Planning & Community Development

CITY OF NEWMAN

By: 

Michael Holland
City Manager

ATTEST:



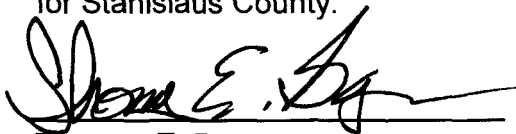
Mike Maier
City Clerk

APPROVED AS TO FORM:



Nubia Goldstein
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.



Thomas E. Boze
County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 20th day of May, 2019, by and between the CITY OF OAKDALE, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the County is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974 ("HCDA"), as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including the Community Development Block Grant Entitlement ("CDBG"), Emergency Solutions Grants ("ESG"), and the HOME Investment Partnerships ("HOME") Programs funded by HUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2020, and be in effect until terminated, but termination may not occur before September 30, 2023. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 20-21- (July 1, 2020 to June 30, 2021), 21-22 (July 1, 2021 to June 30, 2022), and 22-23 (July 1, 2022 to June 30, 2023) program years, and any related

program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). Grant Review Panel duties shall include reviewing and scoring of applications, and attendance during all grant applicant presentations.
3.
 - a. After deduction of administrative expenses, which shall not exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by an Urban County member has CDBG documentation that 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.
4.
 - a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the

action is taken. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

The next such qualification period will end September 30, 2023. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2023, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2019 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, along with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any program income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to

the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. City shall not sell, trade, or otherwise transfer all or any portion of such funds to another city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCDA.
9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is the Stanislaus County Board of Supervisors.
11. By executing this Agreement, City understands the following:
 - a. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - b. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.
 - c. This agreement remains in effect until CDBG, ESG, HOME funds, along with any program income received with respect to activities carried out during the

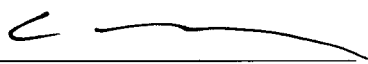
three-year qualification period, are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

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 19-04.
13.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the

concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

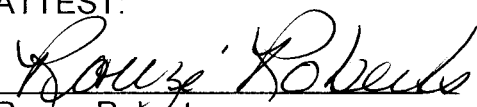
By: 

Angela Freitas, Director
Planning & Community Development

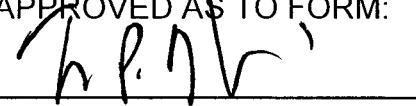
CITY OF OAKDALE

By: 
Bryan Whitemyer
City Manager

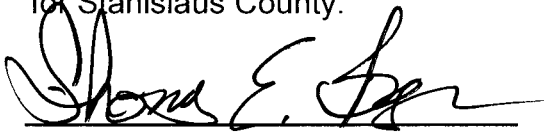
ATTEST:


Rouze Roberts
City Clerk

APPROVED AS TO FORM:


Tom Hallinan
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.



Thomas E. Boze
County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 16 day of July, 2019, by and between the CITY OF PATTERSON, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the County is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974 ("HCDA"), as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including the Community Development Block Grant Entitlement ("CDBG"), Emergency Solutions Grants ("ESG"), and the HOME Investment Partnerships ("HOME") Programs funded by HUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2020, and be in effect until terminated, but termination may not occur before September 30, 2023. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 20-21- (July 1, 2020 to June 30, 2021), 21-22 (July 1, 2021 to June 30, 2022), and 22-23 (July 1, 2022 to June 30, 2023) program years, and any related

program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). Grant Review Panel duties shall include reviewing and scoring of applications, and attendance during all grant applicant presentations.
3. a. After deduction of administrative expenses, which shall not exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by an Urban County member has CDBG documentation that 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.
- a. 4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in

which the action is taken. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

The next such qualification period will end September 30, 2023. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2023, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2019 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, along with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any program income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to

the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. City shall not sell, trade, or otherwise transfer all or any portion of such funds to another city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCDA.
9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is the Stanislaus County Board of Supervisors.
11. By executing this Agreement, City understands the following:
 - b. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.
 - d. This agreement remains in effect until CDBG, ESG, HOME funds, along with any program income received with respect to activities carried out during the

three-year qualification period, are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

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 19-04.
13.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the

concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: 

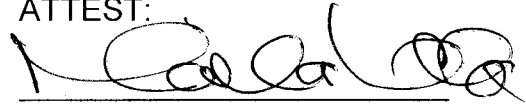
Angela Freitas, Director
Planning & Community Development

CITY OF PATTERSON

By: 

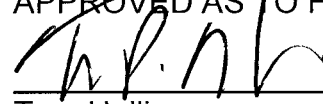
Ken Irwin
City Manager

ATTEST:



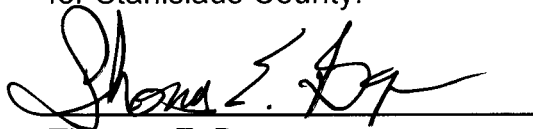
Maricela L. Vela
City Clerk

APPROVED AS TO FORM:



Tom Hallinan
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.



Thomas E. Boze
County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 30th day of May, 2019, by and between the CITY OF RIVERBANK, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the County is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974 ("HCDA"), as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including the Community Development Block Grant Entitlement ("CDBG"), Emergency Solutions Grants ("ESG"), and the HOME Investment Partnerships ("HOME") Programs funded by HUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2020, and be in effect until terminated, but termination may not occur before September 30, 2023. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 20-21- (July 1, 2020 to June 30, 2021), 21-22 (July 1, 2021 to June 30, 2022), and 22-23 (July 1, 2022 to June 30, 2023) program years, and any related

program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following committee and panel to coordinate and review Urban County information:

- a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
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3. a. After deduction of administrative expenses, which shall not exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by an Urban County member has CDBG documentation that 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.

- a. 4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in

which the action is taken. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

The next such qualification period will end September 30, 2023. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2023, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2019 (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.

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6. County and City, along with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
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the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. City shall not sell, trade, or otherwise transfer all or any portion of such funds to another city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCDA.
9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is the Stanislaus County Board of Supervisors.
11. By executing this Agreement, City understands the following:
 - b. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.
 - d. This agreement remains in effect until CDBG, ESG, HOME funds, along with any program income received with respect to activities carried out during the

three-year qualification period, are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

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 19-04.
13.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the

concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: 

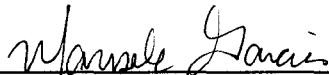
Angela Freitas, Director
Planning & Community Development

CITY OF RIVERBANK

By: 

Sean Scully
City Manager

ATTEST:



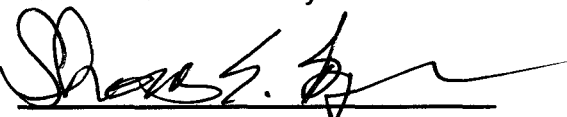
Marisela Garcia
Acting City Clerk

APPROVED AS TO FORM:



Tom Hallinan
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.



Thomas E. Boze
County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 2nd day of May, 2019, by and between the CITY OF WATERFORD, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the County is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974 ("HCDA"), as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including the Community Development Block Grant Entitlement ("CDBG"), Emergency Solutions Grants ("ESG"), and the HOME Investment Partnerships ("HOME") Programs funded by HUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2020, and be in effect until terminated, but termination may not occur before September 30, 2023. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 20-21- (July 1, 2020 to June 30, 2021), 21-22 (July 1, 2021 to June 30, 2022), and 22-23 (July 1, 2022

to June 30, 2023) program years, and any related program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). Grant Review Panel duties shall include reviewing and scoring of applications, and attendance during all grant applicant presentations.
3.
 - a. After deduction of administrative expenses, which shall not exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by an Urban County member has CDBG documentation that 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.
4.
 - a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the action is taken. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local

governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

The next such qualification period will end September 30, 2023. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2023, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2019 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, along with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any program income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.


8. City shall not sell, trade, or otherwise transfer all or any portion of such funds to another city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the HCDA.
9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
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10. The parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is the Stanislaus County Board of Supervisors.
11. By executing this Agreement, City understands the following:
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or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: 

Angela Freitas, Director
Planning & Community Development

CITY OF WATERFORD

By: 

Michael Pitcock
City Manager

ATTEST:



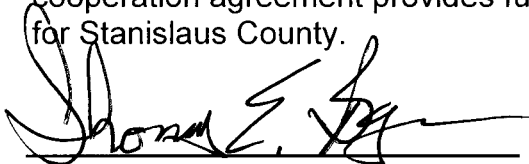
Patricia Krause
Assistant to City Manager
/City Clerk

APPROVED AS TO FORM:



Corbett Browning
City Attorney

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Thomas E. Boze
County Counsel

STANISLAUS COUNTY

Annual Action Plan Fiscal Year 2019 - 2020

**Board of Supervisors
May 21, 2019**



Planning & Community Development

Stanislaus Urban County Members



Presentation Overview

- HUD Entitlement Requirements
- Purpose of Annual Action Plan
- HUD Funding Allocations
- Projects and Programs
- Staff Recommendations



Annual Action Plan

HUD Entitlement Requirements

- Consolidated Plan-Con Plan
3-5 Years
- Analysis of Impediments to Fair Housing-AI
3-5 Years
- Annual Action Plan-AAP
Annually
- Consolidated Annual Performance Evaluation
Report-CAPER
Annually



HUD Entitlement Allocations

Fiscal Year 2019-2020

CDBG	\$2,306,059
ESG	<u>202,842</u>
Total	\$2,508,901



FY 2019-2020 Funding Allocations

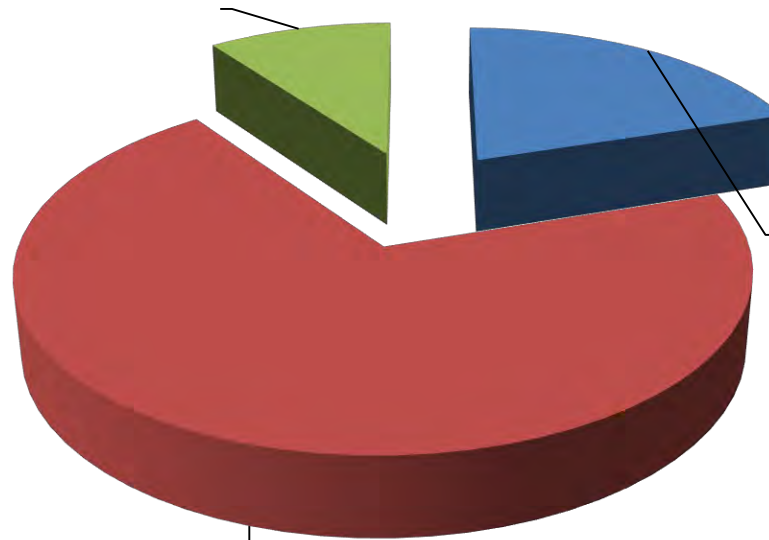
Urban County Member	Activities	Administration	Total
Ceres	\$257,068	\$11,959	\$269,027
Hughson	128,574	11,959	140,533
Newman	146,008	11,959	157,967
Oakdale	161,101	11,959	173,060
Patterson	145,847	11,959	157,806
Waterford	133,901	11,959	145,860
Stanislaus County	641,742	321,503	963,245
Public Services	230,606		230,606
Fair Housing		25,000	25,000
Consolidated Plan		42,955	42,955
CDBG Subtotal	\$1,844,847	\$461,212	\$2,306,059
ESG	187,629	15,213	202,842
Total	\$2,032,476	\$476,425	\$2,508,901

FY 2019 CDBG Funds Distribution

Total Allocation = \$2,306,059

Public Services \$230,606

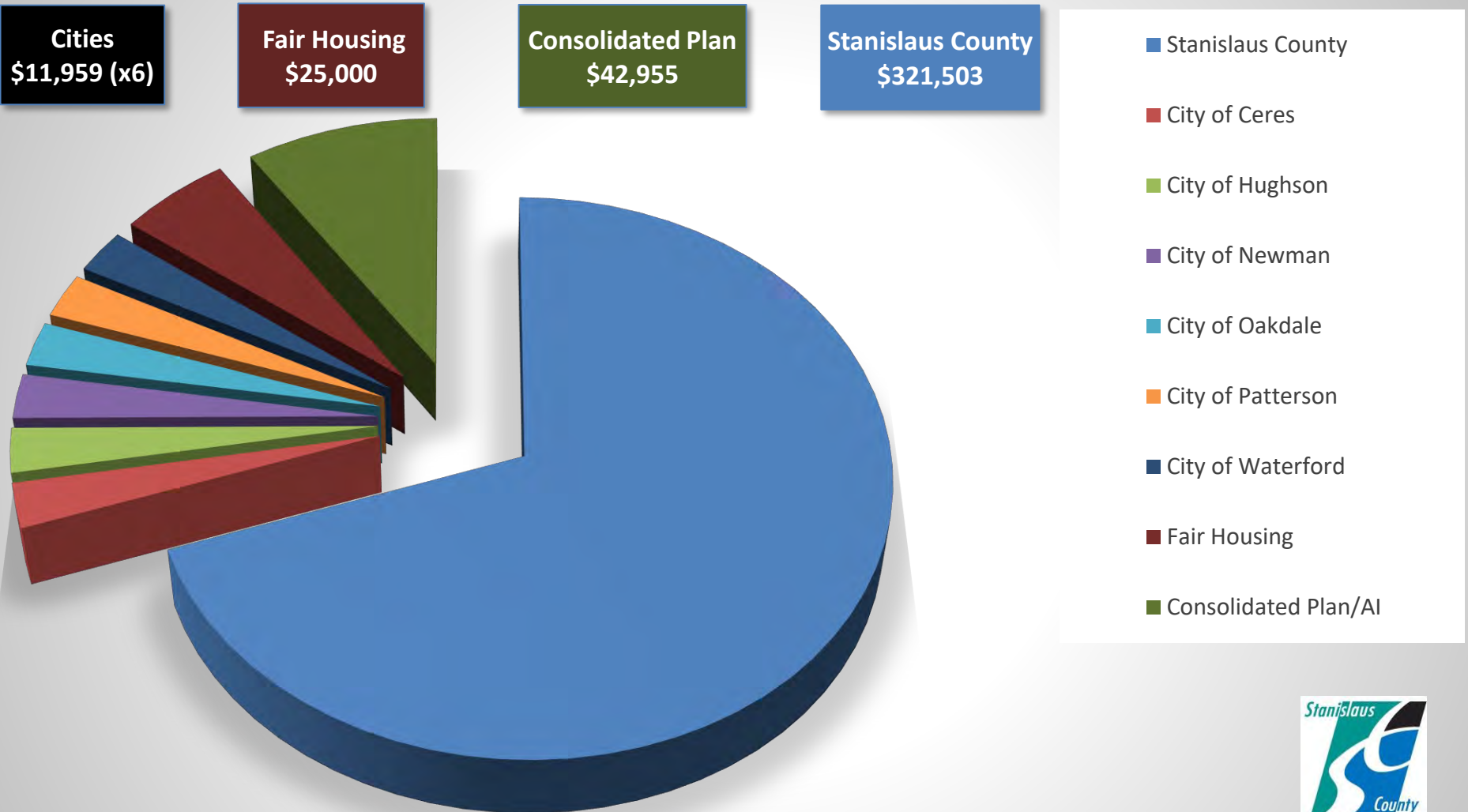
Administration \$461,212



**Infrastructure Projects
\$1,614,241**

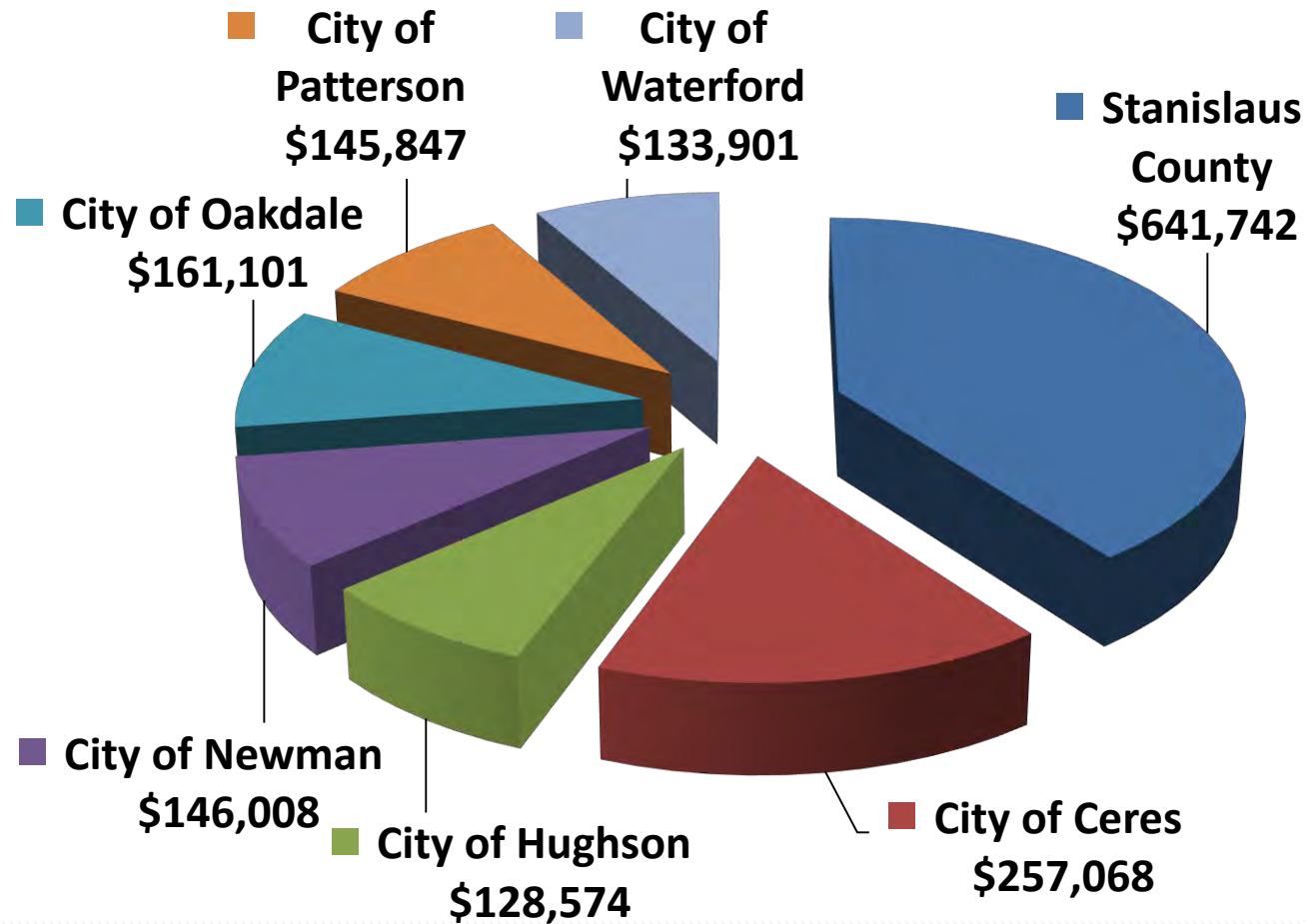
FY 2019 CDBG Administration

Total = \$461,212



FY 2019 CDBG Activities

Total = \$1,614,241



FY 2019-2020 Projects

Infrastructure - Stanislaus County:

- West Modesto Sewer Infrastructure Project

Activity in the areas of:

- Spencer/Marshall
- Beverly/Waverly
- Rouse/Colorado



FY 2019-2020 Programs

Stanislaus Urban County

CDBG Public Service Recommendations

▪ <u>Center for Human Services - Ceres Family Resource Center</u>	<u>\$20,000.00</u>
▪ <u>Center for Human Services - Oakdale Family Resource Center</u>	<u>\$20,000.00</u>
▪ <u>Center for Human Services - Westside Family Resource Center</u>	<u>\$20,000.00</u>
▪ <u>Children's Crisis Center - Guardian House</u>	<u>\$19,999.80</u>
▪ <u>Children's Crisis Center - Marsha's Shelter</u>	<u>\$19,999.80</u>
▪ <u>Children's Crisis Center - Verda's Shelter</u>	<u>\$19,999.80</u>
▪ <u>Court Appointed Special Advocates - Direct Services</u>	<u>\$20,000.00</u>
▪ <u>DRAIL - Assistive Technology Program</u>	<u>\$11,126.00</u>
▪ <u>Parent Resource Center - Families First and More</u>	<u>\$20,000.00</u>
▪ <u>Salvation Army Red Shield - Athletic and Fitness Program</u>	<u>\$19,480.00</u>
▪ <u>Salvation Army Red Shield - At Risk Teen Program</u>	<u>\$20,000.00</u>
▪ <u>United Samaritans Foundation - Daily Bread Mobile Lunch</u>	<u>\$20,000.00</u>

TOTAL

\$230,605.40

FY 2019-2020 Programs

(continued)

ESG Recommendations

■ <u>We Care Program - Emergency Shelter Program</u>	<u>\$ 91,992.00</u>
■ <u>We Care Program - Rapid Re-Housing Program</u>	<u>\$ 81,137.00</u>
■ <u>Community Housing & Shelter Services - HMIS</u>	<u>\$ 14,500.00</u>
■ <u>Administration</u>	<u>\$ 15,213.00</u>
TOTAL	\$202,842.00

Public Comments

- No written comments received
- Community meeting feedback
 - Prioritization of infrastructure projects
 - Lack of affordable rental units
 - Coordinated Entry System



Staff Recommendations

- Close Public Review Period
- Conduct a Public Hearing
- Approval
 - Fiscal Year 2019-2020
Annual Action Plan (AAP)

Staff Recommendations

(continued)

- Authorizations
 - County CEO to sign Sub-recipient Agreements
 - Planning & Community Development Director to execute any related program agreements, contracts or other documentation
 - Planning & Community Development Director to incorporate any comments & make edits to the document as required
 - Submittal of AAP to HUD



Questions

