



AGENDA

Garden Grove City
Council

Tuesday, August 27, 2019

6:30 PM

AMENDED - Community
Meeting Center 11300
Stanford Avenue Garden
Grove California 92840

Steven R. Jones

Mayor

Stephanie Klopfenstein

Mayor Pro Tem - District 5

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Kim B. Nguyen

Council Member - District 6

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a

spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

CONVENE

ROLL CALL: COUNCIL MEMBER BRIETIGAM, COUNCIL MEMBER O'NEILL, COUNCIL MEMBER T. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM KLOPFENSTEIN, MAYOR JONES

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

1.a. Update on the OC Streetcar as presented by the Orange County Transportation Authority.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

3.a. Adoption of a Proclamation celebrating Thanh My Restaurant's 40th Anniversary. *(Action Item)*

3.b. Adoption of a Proclamation declaring Tet Trung Thu 2019 - Mid-Autumn Children's Festival in Garden Grove. *(Action Item)*

3.c. Approval of a professional services agreement with Wood Environment & Infrastructure Solutions, Inc., for a Trash Amendments Plan - Phase 2. (Cost: \$53,600) *(Action Item)*

3.d. Authorize the issuance of a purchase order to AssetWorks for fleet fuel management hardware and software. (Cost: \$90,556.26) *(Action Item)*

3.e. Authorize the issuance of a purchase order to National Auto Fleet

Group for six (6) new sedans. (Cost: \$135,159.18) (*Action Item*)

3.f. Authorize the issuance of a purchase order to National Auto Fleet Group for four (4) new small pickup trucks and one (1) half ton pickup truck. (Cost: \$140,599.87) (*Action Item*)

3.g. Receive and file warrants. (*Action Item*)

3.h. Approval to waive full reading of ordinances listed. (*Action Item*)

4. PUBLIC HEARINGS

(*Motion to approve will include adoption of each Resolution unless otherwise stated.*)

4.a. Approval of Substantial Amendment No. 1 to the 2019-20 Annual Action Plan for the use of Housing and Urban Development funding. (*Action Item*)

4.b. Adoption of a Resolution approving the issuance of bonds by the Golden State Finance Authority (GSFA) for the benefit of Sungrove Garden Grove AR, L.P. to assist with the financing of an existing 82-unit senior affordable housing project, Sungrove Senior Apartments, located at 12811 Garden Grove Boulevard, Garden Grove. (*Action Item*)

5. ITEMS FOR CONSIDERATION

5.a. Appropriation of funding and award of sub-recipient contracts to Interval House Crisis Shelters and Mercy House Living Centers for the operation of a Homeless Emergency Assistance Rental Transition program. (Cost: \$600,000) (*Joint Action Item with the Housing Authority.*)

5.b. Adoption of Resolution of Intention to vacate the southern portion of Brady Way, Garden Grove, and setting the time and place for a public hearing. (*Action Item*)

6. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

6.a. Second reading of Ordinance No. 2907

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING PLANNED UNIT DEVELOPMENT NO. PUD-104-81/86/90 (REV. 2019) AMENDING THE GENERAL USE AND DEVELOPMENT STANDARDS FOR PLANNED UNIT DEVELOPMENT NO. PUD-104-81/86 REV. 90 TO REDUCE THE REQUIRED MINIMUM PARKING AREA LANDSCAPE SETBACK FOR AREA III B. (*Action Item*)

6.b. Second reading of Ordinance No. 2908

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING CHAPTER 8.60 OF TITLE 8 OF

THE GARDEN GROVE MUNICIPAL CODE RELATING TO ALARM
SYSTEMS. (*Action Item*)

7. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY
MANAGER

- 7.a. Update on options to manage coyotes citywide, including consideration of a proposed Coyote Management Plan. (*Action Item*)
- 7.b. Draft policy outlining the spending and reporting guidelines of potential district budget allocation funds within the City Council Contingency account as requested by the City Council. (*Action Item*)

8. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, September 10, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott Stiles From: Ana Pulido
Dept.: City Manager Dept.: Community Services
Subject: Adoption of a Proclamation celebrating Thanh My Restaurant's 40th Anniversary. (*Action Item*) Date: 8/27/2019

Attached is a proclamation celebrating Thanh My Restaurant's 40th anniversary recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	8/20/2019	Proclamation	8-27-19_Thanh_My_Restaurant.pdf

PROCLAMATION

Celebrating the 40th Anniversary of Thanh My Restaurant

WHEREAS, Thanh My Restaurant, located in Garden Grove, District 3, was established in 1979 by the Nguyen family (Anh Chi Ba) in the midst of farmlands, orange groves, and strawberry fields; and

WHEREAS, Thanh My Restaurant is one of the first Vietnamese restaurants in Orange County that helped pave the way for the oldest, largest, and most prominent Little Saigon in the United States; and

WHEREAS, bordering cities in Garden Grove, Westminster, Fountain Valley, and Santa Ana, Little Saigon now boasts over 4,000 Vietnamese-American businesses; and

WHEREAS, Garden Grove values the importance of family-owned businesses to the city's local economy, and quality-of-life; and

WHEREAS, a family-owned business, Thanh My Restaurant is still run by the original Anh Chi Ba family, and it is committed to upholding the same quality of authenticity, food, and service that has been recognized by three generations of loyal diners.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby proclaim that Thanh My Restaurant has reached a milestone 40 years of providing Vietnamese cuisine and bringing people to the table.

August 27, 2019

Steven R. Jones, *Mayor*

Stephanie Klopfenstein
Mayor Pro Tem, District 5

George S. Brietigam
Council Member, District 1

John O'Neill
Council Member, District 2

Thu-Ha Nguyen
Council Member, District 3

Patrick Phat Bui
Council Member, District 4

Kim B. Nguyen
Council Member, District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Adoption of a Proclamation Date: 8/27/2019
 declaring Tet Trung Thu 2019
 - Mid-Autumn Children's
 Festival in Garden Grove.
 (*Action Item*)

Attached is a Proclamation declaring Tet Trung Thu 2019 - Mid-Autumn Children's Festival in Garden Grove recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	8/15/2019	Proclamation	8-27-19_Mid-Autumn_Children_s_Festival_9-7-19.pdf

PROCLAMATION

MID-AUTUMN CHILDREN'S FESTIVAL DAY

WHEREAS, The Mid-Autumn Children's Festival, which is also known as Tet Trung Thu, dates back as far as 15,000-20,000 years ago in Southeast Asia, and is traditionally held on the 15th day of the 8th Lunar month when the moon is at its fullest and brightest of the year; and

WHEREAS, On this day, filled with joy and happiness, everyone gathers together to celebrate by eating moon cakes and appreciating the spectacular beauty of the full moon; and

WHEREAS, In Vietnam, the Mid-Autumn Festival ranks as one of Vietnam's top 3 lantern festivals, bringing great pleasure to children and families who decorate and play with the lanterns, making it the perfect pastime during this family-based holiday; and

WHEREAS, Today, the Mid-Autumn Children's Festival, as well as encouraging affection for children, promotes education, poetry, dance, and arts and crafts. Parents can help children make their lanterns and costumes for the lantern procession and discuss the history and culture of Vietnam; and

WHEREAS, Many Vietnamese communities in the United States hold Mid-Autumn Children's Festivals, including Garden Grove. It is a wonderful opportunity to celebrate traditions and show love for our children; and

WHEREAS, The City of Garden Grove joins with many other cities in celebrating Tet Trung Thu 2019 as Mid-Autumn Children's Festival Day by holding an event on September 7, 2019, at Atlantis Play Center.

NOW, THEREFORE, BE IT RESOLVED, that the Garden Grove City Council does hereby proclaim September 7, 2019 as "Tet Trung Thu 2019 - Mid-Autumn Children's Festival Day in the City of Garden Grove, and encourages all residents to participate and share quality family time.

August 27, 2019

Steven R. Jones, *Mayor*

Stephanie Klopfenstein
Mayor Pro Tem, District 5

George S. Brietigam
Council Member, District 1

John R. O'Neill
Council Member, District 2

Thu-Ha Nguyen
Council Member, District 3

Patrick Phat Bui
Council Member, District 4

Kim B. Nguyen
Council Member, District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of a professional services agreement with Wood Environment & Infrastructure Solutions, Inc., for a Trash Amendments Plan - Phase 2. (Cost: \$53,600) (<i>Action Item</i>)		
		Date:	8/27/2019

OBJECTIVE

To receive City Council approval of a professional services agreement with Wood Environment & Infrastructure Solutions, Inc. (Wood), for planning assistance to a Trash Amendments Plan - Phase 2.

BACKGROUND

In 2015, new statewide "Trash Amendments" were issued by the State Water Resources Control Board. In 2017, a 13383 Administrative Order was issued by the Santa Ana Regional Water Quality Control Board to the City as an initial step towards incorporation of the Trash Amendments as part of the Orange County municipal separate storm sewer system (MS4) National Pollutant Discharge Elimination System (NPDES) Permit. This new legislation requires the City to ensure control of trash from Priority Land Use (PLU) areas entering the storm drain systems. Under this mandate, local jurisdictions must select one of two compliance tracks to be implemented within ten years of incorporation of the Trash Amendments into the Orange County MS4 permit, or by December 2030:

- Track 1- Installation of full capture systems (FCS's) in all PLU areas.
- Track 2- A combination of FCS's and alternative measures to achieve FCS's equivalency (e.g., trash capture devices, street sweeping enhancements, on-land trash pick-up, catch basin cleaning, trash bin/dumpster management, public outreach).

After careful analysis, City staff chose Track 2 compliance, which is anticipated to be a less costly option than Track 1 compliance. However, the final cost will depend on the success of the efforts undertaken. In 2018, the City contracted Wood consultants

to prepare a Track 2 Implementation Plan that was submitted to the Santa Ana Regional Water Quality Control Board last November.

DISCUSSION

Trash Amendments Plan - Phase 2 involves on-land visual trash assessments to establish a baseline trash generation rate, GIS mapping to identify optimal locations for the installation of FCS devices (e.g., catch basins and pipe screens), cost scenario analysis to help determine the most cost effective trash control measures that are technically feasible, and a workshop to educate City staff. The highly technical work and guidance from consultant expertise is needed to provide alternative compliance pathways that will meet the State's long-term target goals for effective storm drain trash management. Non-compliance could result in monetary fines from the State. Wood consultants have gained extensive knowledge of the City's GIS mapping and PLU areas during the development of the Track 2 Implementation Plan. They have a unique understanding of the City's focus areas and priorities to help create a City specific compliance plan. Therefore, staff recommends acquiring their continued compliance planning assistance services for the Trash Amendments Plan- Phase 2.

FINANCIAL IMPACT

The cost for the Trash Amendments Plan - Phase 2 agreement with Wood is a not-to-exceed amount of \$53,600, financed through Environmental funds within the current FY 2019-20 budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that City Council:

- Award the professional services agreement to Wood Environment & Infrastructure Solutions, LLC, in a fixed amount of \$53,600 until services are rendered; and
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

By: A.J. Holmon III, Streets/Environmental Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	8/5/2019	Agreement	Wood_Environment_Agreement.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**, a Nevada Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to CITY OF GARDEN GROVE City Council approval dated _____.
2. CITY desires to utilize the services of CONSULTANT to provide **Phase 2 of the Track 2 implementation plan for compliance with the California Water Code 13383 Administrative Order issued by the Santa Ana Regional Water Quality Control Board (OVTA Surveys)** (Attachment "A").
3. CITY does not have the personnel to accomplish said services.
4. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish the required services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement:

This Agreement shall cover services rendered from date of this Agreement until the services to be provided are completed or unless sooner terminated per Subsection 3.4.

2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the tasks specified in CONSULTANT'S Proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONSULTANT'S profession and the standards prevalent in the industry for such services. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

3. **Compensation.** CONSULTANT shall be compensated as follows:

- 3.1 **Amount.** CONSULTANT shall be compensated for the services provided under this Agreement on an hourly basis in accordance with the fee schedule set forth in CONSULTANT's Proposal; provided, however, that

total compensation payable by CITY to CONSULTANT under this Agreement shall not exceed the total amount of Fifty-Three Thousand Six Hundred Dollars and 00/100 cents (**\$53,600.00**), payable in arrears. Unless otherwise mutually agreed by the parties in writing, CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein.

- 3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice submitted by CONSULTANT for work completed.
- 3.3 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the Agreement is terminated by CITY, then the provisions of this Section 3 shall apply to that portion of the work completed. In such event, CITY will compensate CONSULTANT for work performed to date in accordance with the Proposal. CONSULTANT is required to present evidence to support performed work.

4. Insurance Requirements

- 4.1 **Commencement of Work.** CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 **Workers Compensation Insurance.** For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 **Insurance Amounts.** CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
 - b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not

acceptable) Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of CONSULTANT during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Wood Environment & Infrastructure Solutions, Inc.
9177 Sky Park Court
San Diego, CA 92123-4341
Attention: Ted Von Bitner, Associate Project Manager

(b) Address of CITY is as follows (with a copy to):

City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

City Attorney
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any

person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

ATTEST:

"CITY"
CITY OF GARDEN GROVE

City Clerk Dated

By: _____
City Manager Dated

APPROVED AS TO FORM:

City Attorney Dated

"CONSULTANT"
WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS,
INC.

By: _____

Title: President

By: _____

Title: Secretary

Dated: _____

Tax I.D.: _____

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

"Attachment A"

wood.

July 9, 2019

City of Garden Grove
Attn: Mr. Albert J. Holmon
Environmental Services Manager
13802 Newhope Street
Garden Grove, California 92843

Subject: Track 2 Implementation Plan Assistance to the City of Garden Grove for Compliance with the Trash Provisions Policy- Phase 2 (OVTA Surveys)

Dear Albert:

Wood Environment & Infrastructure Solutions, Inc. (Wood) would like to thank you for the opportunity to assist the City of Garden Grove with implementation of the Trash Provisions Track 2 implementation plan for compliance with the California Water Code 13383 Administrative Order issued by the Santa Ana Regional Water Quality Control Board (Regional Board).

We, meaning Wood, understand the City's intent and need for selecting the Track 2 compliance pathway and we are fully committed to supporting the City with this process. We prepared this proposal with a strong understanding the next steps that the City needs to complete in 2019, and have drafted our scope of work to reflect the priority work that should be completed.

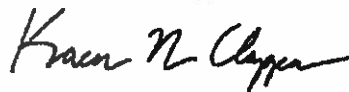
We very much thank you for this opportunity and look forward to supporting the City on this very important project. Should you have any questions regarding the scope of work, please contact me at (858) 514-7741 or by email at Theodore.VonBitner@woodplc.com.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Ted Von Bitner, PhD
Project Manager



Kacen Clapper
Assistant Project Manager

1.0 SCOPE OF WORK.

Our proposed approach for developing the implementation plan will focus on completing three tasks as described in the following sections.

Task 1. Trash Provisions Program Workshop

The Trash Provisions program represents a new challenge for the City and implementation of the program is expected to involve staff from a wide range of City departments. Wood intends to help the Mr. Holmon educate the City staff and will provide a workshop with a presentation and question-and-answer session for staff. The presentation is intended to provide an overview of the program to set the stage for future year's coordination and collaboration on a number of issues such as data collection procedures, annual reporting obligations, and improve coordination on a number of issues such as homeless encampment remediation.

Wood will provide Mr. Holmon with an electronic copy of the draft presentation in advance of the workshop. The final PowerPoint slides will be delivered on the day of workshop by electronic mail or transfer on a compact disk.

Deliverable: Draft and final PowerPoint presentation.

Task 2. On-land Visual Trash Assessments for Baseline Trash Generation Rate Verification.

This task covers the project planning steps and completion of a series of walking based inspections to estimate trash levels along the public right-of-way. The walking-based inspections referred to as "On-land Visual Trash Assessments" or "OVTAs" are the State and Regional Water Quality Control Board's preferred method for verifying the Track 2 trash generation rate model and to assess the removal effectiveness of trash capture Best Management Practices (BMPs). The State requires a minimum of two surveys over a representative proportion of the City's Priority Land Use parcel. Additionally, the OVTA surveys need to be completed by a two-person team to ensure quality assurance standards are maintained.

Our support to the City is expected to include the following:

- Geographic information system (GIS) based analyses to identify potential OVTA segments in each of the five priority land uses and Caltrans State Road 22 on-ramps and off-ramps,
- Preparation of hard copy maps for field teams which can also provide a paper trail in response to a potential Santa Ana Regional Water Quality Control Board audit,

- Completion of OVTA surveys at a representative number of OVTA segments in each of the five priority land uses,
- Transferring the field information into a GIS shapefile for the City's database, and
- Preparation of a hardcopy and GIS formatted baseline trash generation rate model.

The field validated trash generation rate baseline model serves as the technical foundation for the City's Track 2 implementation plan including the selecting of structural and non-structural BMPs, the framework of the annual monitoring program, and the reporting of compliance status with regards to demonstrating Full Capture System Equivalency. Our deliverable under this task will include providing a hardcopy and electronic formatted version of the validated trash generation rate model.

Deliverable: Validated Trash Generation Rate Map.
GIS shapefiles.

Task 3. GIS Support for Trash Provision Program Planning.

This task covers the GIS analysis needed in support of planning level efforts for BMP implementation and annual monitoring program implementation. Specifically, this task will focus on Wood performing a series of GIS analyses to identify optimal locations for installation of full capture system (FCS) devices such as catch basin connector pipe screens. Wood intends to generate a list of recommended sites for FCS installation to increase the trash capture in very high and high trash generating rates areas. Similarly, Wood will consult with representatives from neighboring cities to identify locations where the adjacent city has installed FCS devices and the upstream drainage area includes portions of Garden Grove. Wood intends to delineate the City's land area to these neighboring FCS devices to help the City understand the potential land offset or shared compliance issues that need to be clarified.

Our deliverable under this task will include a draft and final version of map and a hardcopy or electronic formatted list of the recommended sites for FCS installation. The map deliverable under this task will additionally include the inter-jurisdictional areas served by a neighboring City's FCS device.

Deliverable: Map with referenced list of recommended FCS installation sites.
GIS shapefiles.

Task 4. Adaptive BMP Implementation Costing Scenarios.

Wood's support under this task focuses on performing a series of BMP implementation and costing scenarios to help the City identify technical feasible and cost-effective pathways for achieving compliance. A second goal for Wood's work under this task is to help the City estimate the 10-year program costs so that staff can begin assessing the budgeting impacts and funding options that will be needed.

We propose to analyze a series of structural, non-structural, and combined approaches to provide the City with a range of potential implementation process options and to present our findings in a technical memorandum.

Deliverables. Draft and final technical memorandum.

Task 5. Project Management.

The Wood Project Team will be responsible for the general project-level administration and management throughout the duration of this project. Project management includes coordinating with the City to ensure that project goals, budgets, and schedules are met. The following activities will be performed:

- Administration of the contract for this project
- Coordination and communication with the City
- Preparation for and attendance at progress meetings,
- Participation in conference calls to provide progress updates, as necessary.

Deliverables. Electronic Submittal of Meeting Notes with Action Items, as directed by the City.

"Attachment A"



2.0 SCHEDULE.

The Period of Performance is expected to begin on September 1, 2019 contingent upon approval of the scope of work and issuance of an emailed Notice to Proceed (NTP) from Mr. Holmon. The Professional Services Agreement shall be executed in a timely manner by Wood and the City, with the understanding that receipt of the NTP is considered the City's acceptance of Wood's scope of work and proposed budget. The Period of Performance is expected to terminate on June 30, 2020. Any changes to the schedule will be made in consultation with the City.

The time schedule for completion of Task 1-5 is presented in the table below.

Task	Task Description	Deliverable	Proposed Deadline
1	Trash Provisions Program Workshop	Draft Presentation Final Presentation	May 15, 2020 May 30, 2020
2	OVRTA Surveys, Round 1 & 2 (Start in September 2019)	TGR Map	October 30, 2019
3	GIS Support for Trash Provisions	FCS Recommendation List Inter-Jurisdiction FCS Map	November 30, 2019
4	BMP Implementation Cost Analysis	Draft Technical Memo Final Technical Memo	January 30, 2020 February 28, 2020
5	Project Management	Meeting notes with action items, as directed by City staff	Monthly

"Attachment A"



3.0 COSTS.

The total of this Project will be \$53,600. All labor rates and other charges will be invoiced on a time and material basis per the Rate Schedule listed in Attachment 1 and per the requirements of the Professional Services Agreement, with the understanding that support will be provided on an as-needed basis. The budgets assigned to each task are additionally based on the understanding that the City's priorities may change over time and that task budgets may be re-assigned to priority issues as directed by the City.

The task level cost estimates for Wood's services to the City are provided below in Table 1.

Task	Task Description	Labor Costs	Mileage	Total	% Total Costs
1	Department Training	\$5,720	\$0	\$5,720	11%
2	OVRTA Surveys, Round 1/ 2	\$18,390	\$210	\$22,200	37%
3	GIS Support for Trash Provisions	\$9,760	\$0	\$9,760	20%
4	BMP Implementation Cost Analysis	\$12,500	\$0	\$12,500	25%
5	Project Management	\$3,420	\$0	\$3,420	7%
TOTAL		\$49,790	\$210	\$53,600	100%

Notes on Table 1. Wood's support to the City do not require subcontracted services. Other Direct Costs are estimated mileage for field related activities according to the 2018 IRS rate.

The Schedule of Hourly Rates for Wood staff is presented in the table below.

PROFESSIONAL SERVICES: The hourly labor rates set forth below are valid from September 2018. Client agrees to reimburse Wood Environment & Infrastructure Solutions, Inc. (Wood) at one and one half times or two times the associated rate/hour for non-exempt staff indicated by asterisk (*) when Wood is required by statute to pay the associated overtime premium.	
LABOR: CLIENT agrees to reimburse Wood for all hours worked by professionals at the following categories and associated hourly labor rates. Charges for expert services will be at the hourly rates shown. However, for depositions and court appearances, CLIENT agrees to reimburse Wood for all hours worked by professionals at the following classifications, but at two times the associated hourly labor rates. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances.	
<u>CONTRACT ROLE</u>	<u>RATE/HOUR</u>
Principal Engineer/Scientist	\$240.00
Senior Associate Engineer/Scientist	\$210.00
Associate Project Manager/Engineer/Scientist	\$180.00
Senior 2/Engineer / Scientist	\$160.00
Senior 1/Engineer/Scientist	\$155.00
Staff 3 Engineer / Scientist	\$130.00
Staff 2 Engineer / Scientist	\$120.00
Staff 1 Engineer / Scientist	\$110.00
Senior Technician	\$110.00
Field Technician	\$100.00
Senior Project Controller/Coordinator	\$150.00
Project Support/Coordinator	\$90.00
Technical Writer	\$110.00
ESCALATION: CLIENT agrees that hourly labor rates will be escalated 5% annually beginning January 1, 2020 unless otherwise specified by the agreement between Wood and CLIENT.	
OTHER DIRECT EXPENSES: CLIENT agrees to reimburse Wood for all other direct expenses incurred as follows unless otherwise specified by the agreement between Wood and CLIENT:	
Travel Expenses: Mileage	IRS Rate
Direct Expenses: Other expenses in support of project activities.	Cost + 15%
Unit Pricing: Any unit pricing work, such as laboratory analysis, in-house equipment rental, etc. will be quoted separately.	Quote
INVOICES: Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment charge of 1 1/2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to AssetWorks for fleet fuel management hardware and software. (Cost: \$90,556.26) (<i>Action Item</i>)		
		Date:	8/27/2019

OBJECTIVE

To secure City Council authorization to purchase new fleet fuel management hardware and software from Assetworks through the Sourcewell competitive bid program, contract #022217-AWI.

BACKGROUND

The Public Works Department Vehicle Maintenance Division currently utilizes old fuel management hardware and software that does not interface well with new fleet management software that was installed earlier this year. New Assetworks fuel management software and hardware will ensure that all fleet fuel data is accurately captured and will integrate effectively with the new Assetworks fleet management software that was recently installed. Funds to replace the old fuel management system are contained in the current FY 2019-20 City budget.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #022217-AWI. The results deemed Assetworks as the lowest responsive bid at \$90,556.26.

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$90,556.26 to the Fleet Management Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$90,556.26 to Assetworks for the purchase of new fleet fuel management hardware and software.

By: Steve Sudduth, Equipment Maintenance Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for six (6) new sedans. (Cost: \$135,159.18) (<i>Action Item</i>)		
		Date:	8/27/2019

OBJECTIVE

To secure City Council authorization to purchase six (6) new sedans from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #120716.

BACKGROUND

The Public Works Department has six (6) sedans that currently meet the City's guidelines for replacement and were approved through the Fiscal Year 2019-20 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group	\$22,526.53* each
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* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$135,159.18 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$135,159.18 to National Auto Fleet Group for the purchase of six (6) new sedans.

By: Steve Sudduth, Equipment Maintenance Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Authorize the issuance of a purchase order to National Auto Fleet Group for four (4) new small pickup trucks and one (1) half ton pickup truck. (Cost: \$140,599.87) (Action Item) Date: 8/27/2019

OBJECTIVE

To secure City Council authorization to purchase four (4) new small pickup trucks and one (1) new half ton pickup truck from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #120716.

BACKGROUND

The Public Works Department has five (5) vehicles that currently meet the City's guidelines for replacement and were approved through the Fiscal Year 2019-20 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group	\$28,271.79* each
Four (4) Small Pickups	

National Auto Fleet Group	\$27,512.71* each
One (1) Half Ton Pickup	

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$140,599.87 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$140,599.87 to National Auto Fleet Group for the purchase of four (4) new small pickup trucks and one (1) new half ton pickup.

By: Steve Sudduth, Equipment Maintenance Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file warrants. Date: 8/27/2019
(*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	8/22/2019	Warrants	8-27-19_CC_Warrants_(08-15-19PR).pdf

183503	JAYME K AHL0	3454.52	183504	WILLIAM J ENGELS	820.61
183505	ALFREDO R AVALOS	19083.35	183506	JUDITH A MOORE	1902.36
183507	DIANE BELAIR	1816.66	183508	MICHAEL F ROCHA	2005.43
183509	ARTHUR J FLORES	2226.19	183510	EDWIN O THURMAN JR	597.03
183511	QUINCY DREI M ALBERTO	745.44	183512	HANNAH F ALLEN	728.10
183513	DEANNA M CHUMACERO	179.14	183514	BLADEN E CROSBY	413.48
183515	VICTOR DE ROSAS	729.54	183516	AARON D DINH	505.85
183517	ALEXANDER R FOY	99.15	183518	STEVEN E GOMEZ	365.86
183519	HALLIE S HUANG	387.07	183520	JULLIANNA K KIM	496.94
183521	TAMMY D LE	799.93	183522	ZAIDA E MONARES	916.72
183523	HEAVYN J NANCE	894.54	183524	LUAN Q NGUYEN	543.17
183525	LAURA M PACHECO	499.00	183526	EDOUARD T PHAN	326.37
183527	MYCHAELELLA J SIEVE	276.89	183528	ETHAN TANG	531.40
183529	JACOB THAOSATIEN	237.30	183530	SAMANTHA B VARGAS	872.23
183531	DANIEL A ZEMBOWER	217.50	183532	WILLIAM ALLISON	3814.57
183533	O.C.E.A. GENERAL	2311.18	183534	O.C.E.A.	1065.59
183535	COMMUNITY HEALTH CHARITI	45.00	183536	GARDEN GROVE POLICE ASSO	1560.00
D352636	GEORGE S BRIETIGAM III	312.05	D352637	PHAT T BUI	27.95
D352638	STEVEN R JONES	175.66	D352639	STEPHANIE L KLOPFENSTEIN	117.30
D352640	DIEDRE THU HA NGUYEN	278.34	D352641	KIM B NGUYEN	279.85
D352642	JOHN R O'NEILL	297.25	D352643	PAMELA M HADDAD	1641.87
D352644	BRITTANI L JOHNSON	777.81	D352645	SHAWN S PARK	2091.67
D352646	SCOTT C STILES	6515.88	D352647	MARIA A STIPE	5342.14
D352648	MEENA YOO	2038.25	D352649	MARITZA PIZARRO	1650.15
D352650	TERESA L POMEROY	3152.63	D352651	LIZABETH C VASQUEZ	1941.83
D352652	VERONICA AVILA	1958.90	D352653	JEFFREY P DAVIS	2057.13
D352654	NOELLE N KIM	1863.42	D352655	MISSY M MENDOZA	548.65
D352656	MARIE L MORAN	2473.31	D352657	ANA E PULIDO	3476.08
D352658	KRISTY H THAI	2242.59	D352659	SHAUNA J CARRENO	2083.49
D352660	VY D HO	1446.20	D352661	DANNY HUYNH	3563.37
D352662	VILMA C KLOESS	2266.19	D352663	IVY LE	1845.22
D352664	TAMMY LE	1270.73	D352665	LINDA MIDDENDORF	2284.42
D352666	MARIA A NAVARRO	2293.59	D352667	PHUONG VIEN T NGUYEN	2062.60
D352668	QUANG NGUYEN	2445.94	D352669	TINA T NGUYEN	2157.02
D352670	THYANA T PHI	2378.22	D352671	MARIA RAMOS	2209.24
D352672	TANYA L TO	1459.40	D352673	CUONG K TRAN	2086.08
D352674	ELAINE TRUONG	1572.17	D352675	THANH-NGUYEN VO	1548.20
D352676	SYLVIA GARCIA	2059.32	D352677	YUAN SONG	4378.54
D352678	KAREN M HARRIS	2769.41	D352679	CHRISTI C MENDOZA	658.16
D352680	JANET J CHUNG	2561.16	D352681	ANN C BIFERT	3021.40
D352682	MARGARITA A ABOLA	1771.91	D352683	MARY ANN M ALCANCIA	2627.82
D352684	MARISA ATIN RAMOS	1257.53	D352685	ELLIS EUN ROK CHANG	2850.53
D352686	ROBERT W MAY	1581.28	D352687	SHAWNA A MCDONOUGH	1428.04
D352688	HEIDY Y MUNOZ	2904.11	D352689	SELAMAWIT NIGATU	1130.66
D352690	LIGIA ANDREI	1536.37	D352691	ARIANA B BAUTISTA	1653.20
D352692	KAREN J BROWN	777.29	D352693	CORINNE L HOFFMAN	1771.97
D352694	JEFF N KURAMOTO	2546.18	D352695	CHELSEA E LUKAS	1604.65
D352696	EDWARD E MARVIN JR	1735.25	D352697	ANGELA M MENDEZ	1707.65

*** PAGE TOTAL = 172033.33

D352698	JENNIFER L PETERSON	1840.91	D352699	ANH PHAM	1684.57
D352700	EVA RAMIREZ	1747.11	D352701	ALEXIS B ROMERO	1824.53
D352702	JAIME F CHAVEZ	1505.46	D352703	GARY F HERNANDEZ	1631.13
D352704	NEAL M MANALANSAN	1640.16	D352705	DANIEL J SANCHEZ	1570.32
D352706	SANDRA E SEGAWA	3398.43	D352707	ALANA R CHENG	2920.11
D352708	PAUL GUERRERO	3031.85	D352709	LISA L KIM	4668.14
D352710	JULIE A ASHLEIGH	1876.34	D352711	MICHAEL G AUSTIN	2513.68
D352712	RITA M CRAMER	2175.34	D352713	CHRISTOPHER J CRANDALL	2573.27
D352714	DAVID A DENT	3919.92	D352715	TODD C HARTWIG	2574.41
D352716	RALPH V HERNANDEZ	2238.45	D352717	AARON J HODSON	2244.36
D352718	DONALD E LUCAS	2773.40	D352719	SVETLANA MOURE	2087.19
D352720	PHU T NGUYEN	3439.02	D352721	LORENA J QUILLA-SOULES	2440.53
D352722	PEDRO ROQUE	2240.71	D352723	MARCO A VALADEZ	865.35
D352724	CHRISTOPHER CHUNG	2594.40	D352725	PRIT J KASKLA	1752.02
D352726	HUONG Q LY	1842.86	D352727	LEE W MARINO	3799.21
D352728	MARIA L MEDRANO	2126.98	D352729	MARIA C PARRA	3008.72
D352730	GREG BLODGETT	2880.75	D352731	MONICA COVARRUBIAS	2916.17
D352732	GRACE E LEE	2165.65	D352733	AMENAH ABU-HAMDIYYAH	1711.95
D352734	ROY N ROBBINS	5498.41	D352735	TIMOTHY E THRONE	1798.54
D352736	ALLISON D WILSON	2057.86	D352737	MICHAEL C BOS	2030.16
D352738	DANIEL J CANDELARIA	4077.54	D352739	VINCENT L DE LA ROSA	2048.08
D352740	KAMYAR DIBAJ	4786.04	D352741	ALICIA M HOFER	1723.60
D352742	NICOLAS C HSIEH	2866.22	D352743	ROSEMARIE JACOT	1973.12
D352744	SHAN L LEWIS	2300.26	D352745	NAVIN B MARU	3459.73
D352746	JUAN C NAVARRO	2252.52	D352747	MICHAEL F SANTOS	2902.29
D352748	MARK P UPHUS	3510.68	D352749	JOSE A VASQUEZ	2283.77
D352750	ANA G VERGARA NEAL	2347.89	D352751	DAI C VU	3879.58
D352752	KHANG L VU	3193.69	D352753	CHRISTOPHER L ALLEN	1652.51
D352754	JOSHUA J ARIONUS	1887.26	D352755	ALEJANDRO BANUELOS	1517.99
D352756	JAN BERGER	1987.65	D352757	ROBERT P BERMUDEZ	686.30
D352758	TIM P CANNON	2755.21	D352759	CARINA M DAN	1894.92
D352760	RYAN H DAVIS	1807.14	D352761	RONALD W DIEMERT	1944.75
D352762	CHRIS N ESCOBAR	3531.92	D352763	ALEJANDRO GONZALEZ	2413.34
D352764	MICHAEL J GRAY	1141.77	D352765	LARRY GRIFFIN	2566.51
D352766	ROBERT A HAENDIGES	2800.57	D352767	RYAN S HART	4126.74
D352768	EDWARD A HUY	2360.84	D352769	VIDAL JIMENEZ	1873.42
D352770	LIYAN JIN	2605.42	D352771	SAMUEL K KIM	3644.59
D352772	AMANDA LE LAI	325.36	D352773	REBECCA PIK KWAN LI	3424.16
D352774	DAVID MA'AE	1605.97	D352775	TYLER MEISLAHN	1883.49
D352776	JESSE K MONTGOMERY	2026.26	D352777	JUSTIN M MORRIS	762.07
D352778	STEVEN J MOYA JR	1969.20	D352779	BASIL G MURAD	2298.83
D352780	KIRK L NATLAND	1251.75	D352781	DUC TRUNG NGUYEN	1841.69
D352782	CORNELIU NICOLAE	2681.39	D352783	ANDREW I ORNELAS	1638.34
D352784	DAVID A ORTEGA	1979.28	D352785	CELESTINO J PASILLAS	2626.97
D352786	WILLIAM F PEARSON	2222.89	D352787	CHRISTOPHER B PRUDHOMME	1263.27
D352788	ESTEBAN H RODRIGUEZ	1383.13	D352789	JESSICA J ROSA	2956.29
D352790	LES A RUITENSCHILD	3377.50	D352791	JONATHAN RUIZ	2035.71
D352792	ALEXIS SANTOS	1039.76	D352793	ADRIAN M SARMIENTO	2296.65

D352794	ALBERT TALAMANTES JR	1721.06	D352795	MINH K TRAN	1735.13
D352796	ALEJANDRO VALENZUELA JR	3861.14	D352797	ALEJANDRO N VALENZUELA	2838.86
D352798	KATHLEEN N VICTORIA	915.53	D352799	RONALD J WOLLAND	1296.74
D352800	VICTOR K YERGENSEN	1901.57	D352801	ALICE K FREGOSO	3632.02
D352802	ALICIA R GARCIA	741.52	D352803	RAQUEL K MANSON	2564.06
D352804	WILLIAM E MURRAY JR	6133.18	D352805	EMILY H TRIMBLE	1867.54
D352806	ALFRED J AGUIRRE	2751.93	D352807	EDWARD D AMBRIZ GARCIA	650.23
D352808	RODOLPHO M BECERRA	1962.83	D352809	RAYMOND A BUCHLER	1195.51
D352810	EDGAR A CANO	1734.79	D352811	ALBERT J CARRISOZA	1637.58
D352812	GABRIELA R CONTRERAS	2621.97	D352813	JULIE T COTTON	1740.93
D352814	DANIEL A DEL ROSARIO	588.69	D352815	DOROTHY I DUATA	628.82
D352816	ERIC M ESPINOZA	1752.45	D352817	ALBERT R EURS II	2432.04
D352818	ROBERT J FRANCO	700.58	D352819	MAURICIO S GARCIA	2393.22
D352820	CASEY G GIROUARD	1758.38	D352821	HERMILO HERNANDEZ	1578.66
D352822	DARNELL D JERRY	681.87	D352823	BRENT KAYLOR	2125.57
D352824	MARK W LADNEY	2634.53	D352825	RAUL LEYVA	1902.53
D352826	ANTONIO R MARTIN	2553.08	D352827	DIEGO A MEJIA	1703.91
D352828	RIGOBERTO MENDEZ	2376.41	D352829	STEVEN T ORTIZ	3302.03
D352830	PHILLIP Q PHAM	414.06	D352831	RICHARD L PINKSTON	2268.39
D352832	JOSE J ROMAN	590.88	D352833	ALEXIS P TARIN	2450.92
D352834	STEVE J TAUANU'U	3639.36	D352835	SUSAN VITALI	917.73
D352836	STEPHANIE A WASINGER	466.64	D352837	IOAN ANDREI	959.31
D352838	SYLVESTER A BABINSKI IV	1548.02	D352839	DONEISHA L BELL	659.84
D352840	JEFFREY G CANTRELL	2358.07	D352841	JAMES CUNNINGHAM	2328.43
D352842	JULIA ESPINOZA	1199.11	D352843	CECELIA A FERNANDEZ	1168.73
D352844	CONRAD A FERNANDEZ	1139.49	D352845	DIANA GOMEZ	872.89
D352846	JORGE GONZALEZ	1125.99	D352847	MICHAEL R GREENE	2017.51
D352848	RONALD D GUSMAN	945.47	D352849	GLORIA A HARO	1117.09
D352850	ERIC W JOHNSON	1122.91	D352851	LEONEL A LAMAS	762.08
D352852	DION J MATSON JR	616.14	D352853	KHUONG NGUYEN	1181.94
D352854	DELFRADO C REYES	1181.94	D352855	RAFAEL ROBLES	1374.14
D352856	ADRIANNA M RODRIGUEZ	1017.88	D352857	RODERICK THURMAN	1838.77
D352858	EVARISTO VERA	1529.98	D352859	RICHARD L WILLIAMS	1798.06
D352860	ANSELMO AGUIRRE	1874.18	D352861	DOMINIC CAMERA	686.92
D352862	PHILLIP J CARTER	2503.39	D352863	RICK L DUVAL	3114.42
D352864	AARON R HANSEN	1719.68	D352865	HUY HOA HUYNH	2098.27
D352866	BRYAN D KWIATKOWSKI	1783.90	D352867	DANIEL C MOSS	1036.06
D352868	ROLANDO QUIROZ	2092.13	D352869	TODD R REED	2135.91
D352870	ROBERTO RODRIGUEZ	647.84	D352871	WILLIAM A SOTO	439.03
D352872	LUIS A TAPIA	2221.42	D352873	MICHAEL W THOMPSON	3103.54
D352874	JOSEPH E TRUJILLO	653.19	D352875	WILLIAM J WHITE	1979.14
D352876	JESSE GUZMAN	2065.91	D352877	MARK M KHALIL	1835.27
D352878	BRETT A MEISLAHN	2031.71	D352879	DOUGLAS A MOORE	1993.34
D352880	ANDREW J MORELAND	507.04	D352881	AUSTIN H POWELL	1785.17
D352882	MELVIN P REED	1451.59	D352883	STEPHEN D SUDDUTH	1239.86
D352884	TIMOTHY WALLINGFORD	2193.13	D352885	SOUHELIA K GOUNTOUNMA	2187.35
D352886	ALBERT J HOLMON III	3300.16	D352887	VICTOR T BLAS	2319.45
D352888	FRANK X DE LA ROSA	1640.24	D352889	JEREMY J GLENN	1319.17

D352890	JOSE GOMEZ	2311.04	D352891	MICHAEL V GUERRERO	1368.99
D352892	BRENT W HAYES	3615.58	D352893	FRANK D HOWENSTEIN	2276.54
D352894	ALLEN G KIRZNER	6520.17	D352895	BRANDON S NUNES	3567.96
D352896	STEPHEN PORRAS	2714.13	D352897	JESSE VIRAMONTES	1762.63
D352898	JOHN ZAVALA	1999.48	D352899	KAETLYN L AGATEP	749.76
D352900	YOLANDA A ALVARADO	137.20	D352901	STEPHANIE AMBRIZ	412.86
D352902	JOSELYN D AVALOS	654.06	D352903	REBECCA J BAILOR	520.66
D352904	SARAH M BAIRD	1514.84	D352905	GABRIELLA E BALANDRAN	1069.51
D352906	JOSE BARREIRO MENDOZA	1311.87	D352907	ALEXIS R BAUTISTA-MOYANO	115.68
D352908	ALEX C BEARD	917.49	D352909	DYLAN J BOGGAN	1029.30
D352910	MEGAN M CALDERON	1007.19	D352911	RACHEL M CAMARENA	1989.01
D352912	RENE CAMARENA	1785.53	D352913	ABEL A CARDONA	614.19
D352914	VICTORIA M CASILLAS	1786.53	D352915	CARLOS-DAVID G CAZARES	610.87
D352916	RACHAEL M CHOATE	795.87	D352917	ALEXANDRA M COLE	716.76
D352918	AMANDA D CROSS	1621.77	D352919	GISELL L CRUZ	648.05
D352920	KENNETH E CUMMINGS	1083.35	D352921	MARLY DELGADO CHAVEZ	630.96
D352922	GABRIELA DIAZ	998.82	D352923	LORENE U DO-LE	894.81
D352924	KELDEN A DOWNS	1035.73	D352925	GRISELL V EVERASTICO	522.16
D352926	MARK C FREEMAN	2818.96	D352927	JARED D GARCIA	370.92
D352928	VANESSA L GARCIA	786.52	D352929	ALINA D GONZALEZ	358.06
D352930	JACOB R GRANT	1772.59	D352931	BIJAN HADADY	469.89
D352932	EMERIE R HERRERA	382.32	D352933	KIMBERLY K HOLER	679.10
D352934	CASIDY D HUTTON	650.84	D352935	JOHN C KONRAD	247.88
D352936	KALYSTA N LOPEZ	955.54	D352937	ERIK C LUBSEN	685.84
D352938	ELAINE M MA'AE	2431.49	D352939	JOHANA L MALDONADO	663.96
D352940	LORENA OCHOA MCINTYRE	1712.32	D352941	JESUS MEDINA	1697.80
D352942	JUAN MEDINA	2029.29	D352943	JOHN A MONTANCHEZ	4267.09
D352944	EVAN ROSE MOSTAD	768.76	D352945	KIRSTEN K NAKAISHI	1860.99
D352946	GINA D NECCO	289.93	D352947	JACOB J NEELY	525.97
D352948	ALLEN T NGUYEN	659.88	D352949	PRISCILLA P NGUYEN	527.27
D352950	NOEL N NICHOLAS	1029.11	D352951	DANIEL G NORDWICK	160.61
D352952	JENNIFER GODDARD NYE	2450.81	D352953	GABRIELA O'CADIZ-HERNAND	2882.45
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D352956	CHRISTIAN PANGAN	452.59	D352957	JAMES S PARK	633.13
D352958	EMILY PATINO MARQUEZ	527.27	D352959	NICKOLE PAUL	884.29
D352960	GABRIELA PEDRAZA	1168.78	D352961	JANET E PELAYO	3153.10
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D352966	ALEXA PRADO	598.03	D352967	SUGEIRY REYNOSO	2632.58
D352968	CATIA J RIVERA	55.08	D352969	MARINA Y ROMERO	1859.27
D352970	MARIA D ROSALES	621.53	D352971	TANYA ROSAS	427.93
D352972	DIANA SALDIVAR	530.08	D352973	RICARDO SALDIVAR	827.54
D352974	DANA MARIE SAUCEDO	2025.52	D352975	EMERON J SCHLUMBERGER	998.77
D352976	GENESIS SERRATOS	633.70	D352977	REBECCA S SMITH	318.61
D352978	SARAH L SMITH	570.86	D352979	AUSTIN M ST MARSEILLE	405.56
D352980	RYAN J STEVENS	332.63	D352981	ANGELICA Q TO	1055.86
D352982	SAMUELE M TRAN	657.34	D352983	KENNETH P TRAVIS III	264.41
D352984	TIFFANY V TRIEU	914.49	D352985	CLAUDIA VALDIVIA	2797.11

**** PAGE TOTAL = 115279.91

D352986	JEFFREY VAN SICKLE	2130.45	D352987	JOSHUA VENCES	420.41
D352988	CARMEN I VERA	475.08	D352989	JENNIFER J VICENS	846.42
D352990	PAUL E VICTORIA	1266.63	D352991	JACOB D VIRAMONTES	334.30
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D352994	TIFFANY D VU	583.54	D352995	DAVID M WILMES	876.40
D352996	AMANDA M POLLOCK	1693.24	D352997	TREVOR G SMOUSE	2125.16
D352998	ALBERTO ACOSTA	5727.35	D352999	JOHN D BARANGER III	3238.60
D353000	LUCAS B BAUER	5137.53	D353001	BRADLEY D BELL	4310.71
D353002	JERRY R BRENNAN	3863.14	D353003	JOSE J CAMBEROS	4627.42
D353004	YVES G CLERMONT	3254.85	D353005	JOE W CRAWFORD	3187.77
D353006	TIMOTHY A CRAWFORD	2540.26	D353007	JUSTIN D DOYLE	4954.53
D353008	MICHAEL G ECKHARDT JR	3335.25	D353009	STEVE P FELLNER	7060.19
D353010	JAMES L GABBARD	4080.97	D353011	DREW R GARCIA	7175.40
D353012	JEFF W HANNA	4776.09	D353013	MATTHEW R HENSHAW	4223.54
D353014	MICHAEL L JACOBS	4738.93	D353015	WILLIAM R JAEGER	3015.31
D353016	JORDAN R JEMIOLA	4330.71	D353017	MATTHEW C KLEIBACKER	4756.47
D353018	SCOTT A KUHLMAN	8162.18	D353019	NICHOLAS A LERARIO	2369.87
D353020	COREY L LINDSAY	2359.87	D353021	NORMAN M LOVELY	4018.01
D353022	JOHN M MARQUEZ JR	4515.81	D353023	CHEYNE C MAULE	8083.78
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D353026	TRAVIS M MELLE	7363.69	D353027	MARK A MICKELSEN	4297.09
D353028	SON L NGUYEN	3388.95	D353029	THANH Q NGUYEN	7737.50
D353030	FREDERICK N NIBLO	3410.71	D353031	BRENT C PARDOEN	5846.64
D353032	MICHAEL KURT RIETH	5924.34	D353033	WADE E RUHMAN	3476.90
D353034	DENNIS L RUZICKA	5081.24	D353035	DAVID C SANCHEZ	3541.16
D353036	NICK R SCHAEFER	3816.76	D353037	SCOTT A SCHERER	5175.97
D353038	MORRIS B SPELL	3817.45	D353039	WILLIAM S STROHM	4657.33
D353040	JUSTIN D TRAVER	6273.92	D353041	CHRISTOPHER B TRENHOLM	6914.83
D353042	JUSTIN TRUHILL	8538.72	D353043	MARIO G VALDERRAMA	6216.32
D353044	DAVID S WALDSCHMIDT	4985.87	D353045	MARK S WEISS	5795.78
D353046	JOSEPH A WINGERT JR	4828.28	D353047	JASON R BLOMGREN	4401.30
D353048	MYLES A BURROUGHS	3550.40	D353049	DAVID M CARLSON	3953.05
D353050	PARKER W CARY	2214.46	D353051	JOSHUA A FELDMAN	3345.77
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D353054	CHRISTOPHER P HAWKINS	3554.87	D353055	SHANE S HOWEY	3709.94
D353056	PETER M HUBER	2445.95	D353057	JAYCEN R JUSTUS	3165.65
D353058	ANTHONY L KNAACK	6302.55	D353059	JOSHUA D LEE	3691.54
D353060	DANIEL J MOORE	6508.73	D353061	GRANT A NOBLE	2139.40
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D353064	ERIC M PALOMO	2413.01	D353065	ANDREW J ROACH	3806.00
D353066	RICHARD RONSTADT	4123.01	D353067	TIMOTHY N STOWE	3313.32
D353068	ERIC THORSON	4342.91	D353069	RYAN D VAN WIE	5012.80
D353070	JONATHAN C WHITE	3193.71	D353071	GREGORY D WILLIAMS	9675.31
D353072	JEREMIE E YORKE	3855.40	D353073	ANTHONY R ACOSTA	3722.46
D353074	BRYAN T DAHLHEIMER	2048.69	D353075	LISA S GUARDI	808.39
D353076	DYLAN A NELSON	143.13	D353077	DON T NGUYEN	3389.79
D353078	PAUL J WHITTAKER	6349.10	D353079	THOMAS R DARE	6691.27
D353080	CAROLE A KANEGAE	2194.56	D353081	VINCENTE J VAICARO	3353.19

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D353082	KRISTEN A BACKOURIS	1558.96	D353083	SHARON S BAEK	2088.01
D353084	RAY E BEX	3415.86	D353085	GENA M BOWEN	1411.24
D353086	JESSENIA CAMPOS	1891.92	D353087	AMIR A EL-FARRA	3621.91
D353088	HELENA EL SOUSOU	2633.35	D353089	PATRICK E GILDEA	3345.94
D353090	AI KELLY HUYNH	1779.67	D353091	KEIRA LONG	1810.28
D353092	JOHN E REYNOLDS	3535.11	D353093	REYNA ROSALES	1729.60
D353094	MICHAEL J VISCOMI	4528.58	D353095	GIOVANNI ACOSTA	2582.81
D353096	PEDRO R ARELLANO	3982.81	D353097	TIMOTHY R ASHBAUGH	2409.70
D353098	ALFREDO R AVALOS	3797.94	D353099	COLLIN E BAKER	2145.12
D353100	RENE BARRAZA	3028.23	D353101	BEAU A BERENGER	2779.07
D353102	RYAN S BERLETH	2064.84	D353103	SUMMER A BOGUE	1914.98
D353104	RENZO CHUMBE	1969.46	D353105	GARY L COULTER	6625.64
D353106	CHARLIE DANIELEY III	1460.33	D353107	ISAAC DAVILA	2172.75
D353108	BROC D DUDLEY	2261.73	D353109	STEPHEN C ESTLOW	1121.54
D353110	JESUS FAJARDO	2038.06	D353111	HECTOR FERREIRA JR	2509.90
D353112	KARI A FLOOD	2200.28	D353113	ROBERT D FRESENIUS	1956.43
D353114	JASON S FULTON	2558.54	D353115	VICTORIA A GILL	2046.30
D353116	JOSEPH P GROSS JR	887.15	D353117	TRAVIS J HADDEN	1929.17
D353118	TROY HALLER	3756.02	D353119	JASON A HOWARD	2660.07
D353120	KIRK P HURLEY	1926.76	D353121	NICKOLAS K JENSEN	2636.35
D353122	KRISTOFER D KELLEY	3872.95	D353123	EDWARD K KIM	10353.10
D353124	TIMOTHY P KOVACS	6499.82	D353125	MARK A LORD	3354.09
D353126	JORGE L MAZON	2599.92	D353127	BRYAN J MEERS	2607.63
D353128	JAKE T MELIA	1561.14	D353129	JEREMY N MORSE	3927.46
D353130	MITCHEL S MOSSER	2735.78	D353131	AARON S NELSON	5005.05
D353132	JASON S PERKINS	4265.50	D353133	PHILLIP H PHAM	2278.15
D353134	COREY T POLOPEK	2571.13	D353135	SINDY RAMIREZ OROZCO	2574.64
D353136	JOHN E RANEY	4429.38	D353137	THOMAS S REED	2255.75
D353138	DANIELLE E RIEDL	2327.04	D353139	CHRISTIN E ROGERS	3970.20
D353140	AARON T SHIPLEY	2099.17	D353141	EDGAR VALENCIA	3181.96
D353142	ROYCE C WIMMER	2866.47	D353143	SARAH A WRIGHT	2212.92
D353144	COLE A YNIGUEZ	2794.37	D353145	MARCOS R ALAMILLO	2779.91
D353146	RICHARD A ALVAREZ-BROWN	2884.21	D353147	BOBBY B ANDERSON	5503.22
D353148	JOHN F BANKSON	3828.05	D353149	JOSHUA K BEHZAD	1929.29
D353150	EVAN S BERESFORD	2610.75	D353151	JEFFREY A BROWN	3473.25
D353152	JOHN CASACCIA II	6125.16	D353153	JUAN C CENTENO	3341.70
D353154	JEROME L CHEATHAM	2670.84	D353155	HAN J CHO	2703.88
D353156	BRIAN M CLASBY JR	3293.79	D353157	JULIO C CORTEZ	2729.62
D353158	JUAN L DELGADO JR	3407.64	D353159	KEVIN DINH	2866.86
D353160	OTTO J ESCALANTE	5198.58	D353161	JOSHUA N ESCOBEDO	2553.85
D353162	MICHELLE N ESTRADA-MONSA	2755.42	D353163	GEORGE R FIGUEREDO	7118.24
D353164	BRIAN C GIRGENTI	3025.57	D353165	SEAN M GLEASON	2558.30
D353166	EFRAIN A JIMENEZ JR	2284.09	D353167	CODY M JOHNSON	2108.71
D353168	ROBERT J KIVLER	2738.32	D353169	ARION J KNIGHT	3164.45
D353170	PETER M KUNKEL	5884.24	D353171	RAPHAEL M LEE	5076.87
D353172	ERICK LEYVA	3565.94	D353173	RAFAEL LOERA JR	2538.51
D353174	JESSE A LUCATERO	3116.72	D353175	ROBERTO MACHUCA	3534.46
D353176	TAYLOR A MACY	2471.40	D353177	GIANLUCA F MANIACI	2655.77

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D353178	NATHAN D MORTON	2529.94	D353179	PATRICK W MURPHY	2053.65
D353180	PATRICK J MUSCHETTO	3183.58	D353181	JEFFREY C NGUYEN	2914.00
D353182	JOSHUA T OLIVO	3570.68	D353183	STEVEN TRUJILLO ORTIZ	2274.62
D353184	OMAR F PEREZ	1909.97	D353185	DANIEL RODRIGUEZ	3573.78
D353186	ERIC T RUZIECKI	3259.63	D353187	SEAN M SALAZAR	2695.56
D353188	ROBERT M STEPHENSON III	3657.18	D353189	JOHN J YERGLER	3081.69
D353190	PAUL W ASHBY	3799.40	D353191	RYAN V BUSTILLOS	4409.14
D353192	THOMAS A CAPPS	2795.37	D353193	MICHAEL K ELHAMI	3460.94
D353194	AUSTIN C LAVERTY	2629.21	D353195	DANNY J MIHALIK	2549.08
D353196	JASON M MURO	2780.56	D353197	RON A REYES	2975.15
D353198	ROCKY F RUBALCABA	2903.03	D353199	LINO G SANTANA	4669.84
D353200	CHRISTOPHER M EARLE	2695.82	D353201	BENJAMIN M ELIZONDO	2618.21
D353202	NICHOLAS A LAZENBY	3754.69	D353203	CHARLES H LOFFLER	4268.44
D353204	BRADLEY A LOWEN	2403.18	D353205	LUIS F RAMIREZ	3181.62
D353206	RYAN R RICHMOND	2362.45	D353207	GAREY D STAAL	3199.38
D353208	AARON J COOPMAN	3093.31	D353209	MICHAEL E GERDIN	3507.38
D353210	DONALD J HUTCHINS	4218.37	D353211	JASON L JOHNSON	4431.74
D353212	RYAN M LUX	2295.02	D353213	RAUL MURILLO JR	3311.21
D353214	COURTNEY P ALLISON	2685.90	D353215	LISA A BELTHIUS	427.93
D353216	ADAM B COUGHRAN	22.09	D353217	CHRISTOPHER C DOVEAS	274.97
D353218	DANIEL S EDWARDS	696.29	D353219	EDUARDO C LEIVA	4174.02
D353220	JOSEPH D VARGAS	242.67	D353221	CARL J WHITNEY	984.62
D353222	FRANCISCO AVALOS JR	664.41	D353223	TANNER C DE PADUA	427.37
D353224	JOSEPH A GARCIA	284.08	D353225	SERGIO J JIMENEZ TAVAREZ	466.14
D353226	EUN WHA LEE	367.98	D353227	JULIAN TAPIA	300.46
D353228	KENTON TRAN	300.46	D353229	CALEB I VAUGHN	279.63
D353230	TYLER D VU	420.65	D353231	TROY F BOWMAN	1770.64
D353232	KAREN D BRAME	1064.41	D353233	KENNETH L CHISM	2093.69
D353234	PAUL E DANIELSON	1337.43	D353235	KORY C FERRIN	3454.87
D353236	JAMES D FISCHER	598.62	D353237	VICTORIA M FOSTER	1716.65
D353238	KYLE N HALEY	1728.24	D353239	KENNETH E MERRILL	522.68
D353240	DOUGLAS A PLUARD	3567.33	D353241	LUIS A QUIROZ	1728.24
D353242	CHARLES W STARNES	5205.09	D353243	TUONG-VAN NGUYEN VU	1745.46
D353244	RICHARD O BURILLO	4299.17	D353245	FLOR DE LIS ELIZONDO	1279.77
D353246	PATRICIA C FLINN	2484.97	D353247	RAQUEL D MATA	1172.52
D353248	REBECCA S MEERS	2732.91	D353249	JONATHAN B WAINWRIGHT	3605.16
D353250	DAVID C YOUNG	4038.94	D353251	MARIA A ALCARAZ	2398.64
D353252	MARIA S ATWOOD	1495.35	D353253	BRITTANEE N BRANTNER	1606.87
D353254	CARISSA L BRUNICK	1896.41	D353255	TAMMY L CHAURAN-HAIGROV	1332.63
D353256	RUSSELL B DRISCOLL	1596.41	D353257	VERONICA FRUTOS	1035.77
D353258	DAVID L GEORGE	2383.62	D353259	PINKY C HINGCO	2273.91
D353260	SHELBY KEUILIAN	1655.71	D353261	CHAD B KIM	1536.43
D353262	ALLYSON T IE	1496.55	D353263	ANGELA LEDESMA	2120.44
D353264	LINDALINH THU LY	1400.37	D353265	MARIA C MCFARLANE	2016.13
D353266	DAWN M MONTOYA	757.93	D353267	TRINA T NGUYEN	1760.29
D353268	DEBRA J NICHOLS	2065.46	D353269	CHRISTAL L RAY	1744.55
D353270	JENNIFER V ROMBOUGH	2338.63	D353271	KIMBRA S VELLANOWETH	1942.11
D353272	SHANNON M YELENSKY	1716.99	D353273	JENNIFER A DIX	2327.99

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D353274	KATHERINE M FRANCISCO	3320.75	D353275	AMANDA B GARNER	2178.60
D353276	ARCHIE GUZMAN	2218.75	D353277	LAUREN M LADD	1856.70
D353278	ROBERT D LUX	2440.89	D353279	MELISSA MENDOZA-CAMPOS	2205.71
D353280	MICHAEL A MOSER	1803.34	D353281	BRANDY J PARK	2472.01
D353282	CRISTINA V PAYAN	2073.83	D353283	JENNIFER M RODRIGUEZ	2421.14
D353284	TANYA L SAMOFF	3226.26	D353285	SUSAN A I SEYMOUR	2595.17
D353286	NICOLE D SHORROW	2179.42	D353287	DANNY J SOSEBEE	2344.13
D353288	MARSHA D SPELTMAN	2330.70	D353289	SPENCER T TRAN	2009.21
D353290	SANTA WARDLE	1008.50	D353291	CHERYL L WHITNEY	2249.04
D353292	CLAUDIA ALARCON	2889.37	D353293	DANIEL A CAMARA	2554.08
D353294	BRIAN D DALTON	2427.26	D353295	NICHOLAS A DE ALMEIDA LO	2747.49
D353296	RICHARD E DESBIENS	1982.49	D353297	JAMES D FRANKS	3362.64
D353298	PETE GARCIA	2318.41	D353299	ROBERT J GIFFORD	4913.20
D353300	STEVEN H HEINE	2442.14	D353301	JOSE D HERRERA	3239.93
D353302	WILLIAM T HOLLOWAY	4650.17	D353303	THI A HUYNH	2744.05
D353304	MICHAEL J JENSEN	4984.31	D353305	GERALD F JORDAN	2680.52
D353306	PATRICK R JULIENNE	2885.18	D353307	JOSEPH L KOLANO	2201.73
D353308	LEA K KOVACS	3440.52	D353309	DEREK M LINK	3503.43
D353310	DAVID LOPEZ	2511.47	D353311	STEVEN W LUKAS	1935.34
D353312	MATTHEW P MARCHAND	10052.73	D353313	MARIO MARTINEZ JR	3896.19
D353314	ADAM C NIKOLIC	3980.59	D353315	LUIS A PAYAN	5009.89
D353316	TERRA M RAMIREZ	2185.68	D353317	CHRISTOPHER M SHELIGREN	10399.13
D353318	BRIAN T STROUD	4743.00	D353319	PAUL M TESSIER	2689.38
D353320	DENNIS WARDLE	2474.58	D353321	ADAM D ZMIJA	3872.36
D353322	RONALD A DOSCHER	754.94	D353323	ERIC A QUINTERO	4299.91
D353324	JANNA K BRADLEY	2683.78	D353325	MARY C CERDA	1999.11
D353326	BRANDI M HART	495.73	D353327	LIANE Y KWAN	3083.85
D353328	JANY H LEE	3536.06	D353329	SHERRILL A MEAD	2186.58
D353330	STEPHANIE E RICHARDS	1835.96	D353331	CAITLYN M STEPHENSON	1877.27
D353332	LAURA J STOVER	5163.64	D353333	ANNA L GOLD	1695.12
D353334	KATRENA J SCHULZE	508.90	D353335	MATTHEW T SWANSON	1702.37
D353336	ANTHONY VALENZUELA	1425.66	D353337	CANDY G WILDER	1953.56
D353338	STEVEN F ANDREWS	2133.53	D353339	TERENCE S CHANG	2437.30
D353340	VERNA L ESPINOZA	1861.15	D353341	CESAR GALLO	2552.79
D353342	ERNIE E HINGCO	1708.16	D353343	GEOFFREY A KLOESS	3110.46
D353344	RACHOT MORAGRAAN	3599.82	D353345	NOEL J PROFFITT	3141.14
D353346	ANAND V RAO	4606.21	D353347	JOSEPH M SCHWARTZ	2337.82
D353348	ROD T VICTORIA	2120.38	D353349	TERREL KEITH WINSTON	3499.34
D353350	POLICE ASSN	15651.53	D353351	SO CAL CU	66000.00
D353352	SOUTHLAND CU	4231.94			108885.77
W2619	GREAT WEST LIFE OBRA#340	6029.11			377380.13
W2621	EMPLOYMENT DEVELOPMENT D	116236.88			

*** PAGE TOTAL = 913377.31

TOTAL CHECK PAYMENTS	34	51,468.11
TOTAL DIRECT DEPOSITS	717	1,831,376.59
TOTAL WIRE PAYMENTS	4	608,531.89
GRAND TOTAL PAYMENTS	755	2,491,376.59

Checks #183503 thru #183536, and Direct Deposits #D352636 thru #D353352, and wire #W2618 thru #W2621 presented in the Payroll Register submitted to the Garden Grove City Council 27 AUG 2019, have been audited for accuracy and funds are available for payment thereof.


 PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of Substantial Amendment No. 1 to the 2019-20 Annual Action Plan for the use of Housing and Urban Development funding. (<i>Action Item</i>)	Date:	8/27/2019

OBJECTIVE

To request that City Council conduct a public hearing regarding Substantial Amendment Number 1 to the City of Garden Grove's Fiscal Year 2019-20 Annual Action Plan (AAP), and transmit Substantial Amendment Number 1 to the City of Garden Grove's Fiscal Year 2019-20 AAP to the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

The City of Garden Grove receives annual entitlement grants from HUD funding sources, including an annual HOME Investment Partnership (HOME) grant and a Community Development Block Grant (CDBG). On March 26, 2019, the City Council adopted the FY 2019/2020 AAP, which includes the use of HOME and CDBG funds for the period from July 1, 2019 through June 30, 2020. HUD rules require a substantial amendment be made to the AAP if an activity is to be carried out that was not previously described in the AAP. This Substantial Amendment proposes to add two activities to the City of Garden Grove's Fiscal Year 2019-20 AAP which were not contemplated at the time the AAP was originally created. Those activities are the Homeless Emergency Assistance and Rental Transition (HEART) Program and the La Bonita Storm Drain Improvements.

DISCUSSION

At Council's direction to create housing opportunities for those experiencing homelessness in Garden Grove, staff has created the HEART program. The HEART Program provides a 12-month rental assistance program for individuals or families that meet the following criteria:

- Meet the HUD definition of "literally homeless";

- Have a strong tie to Garden Grove (last housed or work in Garden Grove, or have children enrolled in a Garden Grove school);
- Place low on the Vulnerability Index and Service Prioritization Decision Assistance Tool (VISPDAT); and
- Enroll in and participate in a Life Enrichment Program tailored to meet their individual needs to ensure a successful transition to permanent housing at the conclusion of the 12-month program.

Substantial Amendment Number 1 proposes to include and fund this activity in the City of Garden Grove's Fiscal Year 2019-20 AAP.

The La Bonita Storm Drain Improvements, which are funded in part with \$471,000 in CDBG funds, began construction in FY 2018/19 and were anticipated to be completed during that same program year. Therefore, this activity was not included in the 2019/20 AAP. However, this project was not completed until August 2019 and must be included in the 2019/20 AAP.

On August 5, 2019, a Public Hearing was held before the Neighborhood Improvement and Conservation Commission to accept public comment on this Substantial Amendment. No public comment was received and the Commission voted to transmit the Substantial Amendment to Council for their direction to submit Substantial Amendment Number 1 to HUD.

FINANCIAL IMPACT

It is envisioned that two service providers will be selected and each will receive \$300,000 to operate HEART. Of each \$300,000 award, \$250,000 in HOME funds will be allocated for rental assistance payments, utility allowance, security deposits and related move-in costs; and \$50,000 in LMIHTF funds will be allocated to cover staff costs for the provision of the Life Enrichment Program to ensure successful transition to permanent housing at the conclusion of the program. It is expected that this level of funding will enable approximately 20 households to transition from homelessness to permanent housing.

HOME and LMIHTF funds are available and will not impact any planned project or activity, nor impact the General Fund.

The La Bonita Storm Drain Improvements have already been budgeted and allocated to this activity. Therefore, there will be no impact to the General Fund or to other activities.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing and accept public comments regarding the proposed Substantial Amendment Number 1;
- Approve Substantial Amendment Number 1; and

- Direct staff to submit Substantial Amendment Number 1 to the U.S. Department of Housing and Urban Development.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Substantial Amendment Number 1	8/6/2019	Backup Material	FY_19- 20_AAP_Draft_v3_(Substantial_Amendment).docx
HEART Program Guidelines	8/6/2019	Backup Material	HEART_Program_Guidelines_(Full).pdf

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan/Annual Action Plan

The City of Garden Grove 2015-2020 Consolidated Plan is a planning document that identifies and develops a strategy to address critical housing and community development needs that can be addressed through federal funding sources including Community Development Block Grants, HOME Investment Partnership Act funds, and Emergency Solutions Grants.

To implement the Consolidated Plan and address the adopted priorities, the City annually prepares an Action Plan to more specifically identify financial resources, priority programs and goals, as well as objectives for the fiscal year.

The Consolidated Plan and Action Plan were prepared using the eConPlanning Suite system developed by the U.S. Department of Housing and Urban Development (HUD). The system prescribes the structure and contents of this document, following HUD's Consolidated Planning regulations

This Action Plan covers the period beginning July 1, 2019 through June 30, 2020 and focuses on the use of the three federal funding resources (CDBG, HOME, and ESG) as described below.

Community Development Block Grants (CDBG): The primary objective of this program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of lower income. CDBG funds are relatively flexible and can be used for a wide range of activities, including housing rehabilitation, homeownership assistance, lead-based paint detection and removal, acquisition of land and buildings, construction or rehabilitation of public facilities (including infrastructure), removal of architectural barriers to housing needs, public services, rehabilitation of commercial or industrial buildings, and loans or grants to businesses. The City of Garden Grove's estimated annual entitlement of CDBG funds is **\$1,988,459.00**.

HOME Investment Partnership Act (HOME): The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for low- and moderate-income households. The program gives local governments the flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations. HOME funds can be used for activities that promote affordable rental housing and homeownership by low- and moderate-income households, including building acquisition, new construction and reconstruction, moderate or substantial rehabilitation, homebuyer assistance, and tenant-based rental assistance. The City of Garden Grove's estimated annual entitlement of HOME funds is **\$759,096.00**.

Emergency Solutions Grant (ESG): The ESG program provides homeless persons with basic shelter and essential supportive services, including rehabilitating or remodeling a building producing new shelter beds, operations and maintenance of a homeless facility, essential supportive services, and homeless prevention. The City of Garden Grove's estimated annual allocation of ESG funds is **\$177,733.00**.

2. 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.

This Consolidated Plan has established the following objectives over the life of the Plan (Program Years 2015-2020):

- Expand the City's affordable housing inventory by 7 units through new construction of affordable units for lower income households and 14 units through acquisition/rehabilitation of affordable units for lower income households.
- Provide rehabilitation assistance to 42 single-family homes.
- Provide rental assistance to 20 very low- and extremely low-income households through the TBRA program.
- Assist 2,500 persons with homelessness-related issues
- Improve the safety of 7,500 Garden Grove residents.
- Assist 3,000 persons through the provision of community services.
- Improve low-income neighborhoods through infrastructure and public improvement projects.

3. Evaluation of past performance

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

The City of Garden Grove continually strives to improve its performance, as well as the performance of its funded agencies.

During FY 2018-19, the City estimates expending a total of **\$2,937,078.10** in HUD grant funds to meet the goals and objectives outlined in the 2015-2020 Consolidated Plan. The approximate expended amounts by grant are as follows:

- **\$2,000,000** in CDBG funds on administration, public services, capital projects, homeowner rehabilitation, and business assistance activities.
- **\$164,000** in HOME funds on administration and the development of affordable housing.
- **\$169,000** in ESG funds on administration and homeless service activities.

CDBG, HOME and ESG funds were targeted in four primary areas:

1. Development of decent and affordable housing;
2. Provision of community and supportive services;
3. Improvement of public facilities and infrastructure; and
4. Expansion of economic opportunities and anti-poverty activities.

The performance of programs and systems are evaluated on a regular basis through Consolidated Annual Performance and Evaluation Reports (CAPERs). A more detailed summary of the City's evaluation of past performance in previous Consolidated Annual Performance and Evaluation Reports (CAPERs) can be viewed on the City's website at <https://ggcity.org/neighborhood-improvement/reports>

4. Summary of Citizen Participation Process and consultation process

During its development, the Action Plan will be discussed in a publicly noticed NICC meeting where opportunity for public comment is provided. The draft plan will be made available for public review between **February 1, 2019 and March 26, 2019** on the City's website, at the main public library, and at City Hall. Public hearings were held before the NICC on **February 4, 2019** and the City Council on **March 26, 2019** to solicit public comments on the Draft 2019-20 Action Plan. All meeting locations were accessible to persons with disabilities. The public review period and public meetings/hearings for the Draft 2019-20 Action Plan were published in the Orange County News (English) on **Wednesday, January 30, 2019**, with Viet Bao (Vietnamese) and La Opinion (Spanish) published on **Monday, January 28, 2019**.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Please see Appendix A for summary of public comments.

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

N/A

7. Summary

The City of Garden Grove has undertaken diligent and good faith efforts to outreach to all segments of the community that may benefit from the CDBG, ESG, and HOME programs. The City of Garden Grove will continue to concentrate its resources for maximum impact and strive to address the needs, priorities, and goals identified in the 2015-2020 Consolidated Plan and the 2019-20 Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

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

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

Agency Role	Name	Department/Agency
CDBG Administrator	GARDEN GROVE	Community And Economic Development Department
HOME Administrator	GARDEN GROVE	Community and Economic Development Department
ESG Administrator	GARDEN GROVE	Community and Economic Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City's CDBG, HOME, and ESG programs are administered by the City of Garden Grove Community and Economic Development Department's Neighborhood Improvement Division.

Program Descriptions

The Community Development Block Grant (CDBG) program was initiated by the Housing and Community Development Act (HCDA) of 1974. The primary objective of the program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low and moderate income. Regulations governing the CDBG program also require that each activity undertaken with CDBG funds meet one of the following three broad national objectives:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums and blight
- Meet other community development needs having a particular urgency

The HOME Investment Partnership (HOME) program was created by the 1990 National Affordable Housing Act. The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for low- and moderate-income households,

replacing a series of programs previously funded by HUD. The program gives the grantee flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations.

The Emergency Solutions Grant (ESG) program provides homeless persons with basic shelter and essential supportive services. ESG funds can be used for a variety of activities, including rehabilitation or remodeling of a building to add new shelter beds, operations and maintenance of a homeless facility, essential supportive services, and homeless prevention.

Consolidated Plan Public Contact Information

Allison Wilson, Neighborhood Improvement Division Manager

City of Garden Grove

Community and Economic Development Department

11222 Acacia Parkway, Garden Grove, CA 92840

(714) 741-5139

allisonj@ggcity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As part of the Consolidated Plan development, the City undertook a comprehensive outreach program to solicit input from residents and beneficiaries of entitlement programs, and to consult with elected officials, City departments, and various organizations, agencies, and service providers to inform and develop the priorities and strategies contained in the Garden Grove 2015-2020 Consolidated Plan. The City has continued to keep these lines of communications open during the preparation of the 2019-20 Action Plan.

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(l))

The Garden Grove 2015-2020 Consolidated Plan was prepared using input from City residents, City staff, community-based organizations, and service providers. The City's outreach and consultation for the Consolidated Plan included direct coordination, a community workshop, a community survey, and public hearings regarding the Consolidated Plan and its programs. Almost 80 public and assisted housing providers and developers, private and governmental, health, mental health, service agencies and stakeholders that utilize funding for eligible activities, projects, and programs were directly contacted and invited to participate in the Consolidated Plan process for Garden Grove. The City continuously accepts comments and input from these organizations and considered this information in the preparation of the 2019-20 Action Plan.

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

The County of Orange Department of Housing and Community Services (HCS) coordinates a countywide Continuum of Care (CoC) system in response to the ongoing homeless needs in the region. Consistent with the objectives of the countywide CoC, the City of Garden Grove's Neighborhood Improvement Division has developed several strategies to address homelessness in the City. Some of the tasks recently undertaken by the City include:

- assisting with the Point in Time Survey conducted by the County of Orange
- development of a brochure for homeless persons that includes an inventory of local community resources
- meetings with local Homeless Committee Activists, including ALMMA (Association of Local Missions & Ministries in Action) to explore potential locations in the community for homeless to shower, store items and use as a permanent address to obtain assistance

- coordination with Coast to Coast to work towards a partnership between all agencies coast to coast

Describe consultation with the Continuum(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

The Orange County ESG grantees (County of Orange, City of Anaheim, City of Garden Grove, and the City of Santa Ana) have developed the Orange County ESG Collaborative as a unified approach to requesting, reviewing and funding ESG subrecipients. This collaborative approach has streamlined the application and review process and allowed the grantees to better understand the impacts of funding decisions. Future Collaborative efforts will include unified invoice and monitoring forms and other actions to better serve our homeless and at-risk of homeless families.

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	211 ORANGE COUNTY
	Agency/Group/Organization Type	<p>Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims</p>
	What section of the Plan was addressed by Consultation?	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis Economic Development Anti-poverty Strategy</p>
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	<p>This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2015-2020 Consolidated Plan on December 1, 2014.</p>

2	Agency/Group/Organization	HELPING OTHERS PREPARE FOR ETERNITY
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis 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 organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2015-2020 Consolidated Plan on December 1, 2014.
3	Agency/Group/Organization	Garden Grove Community Arts Society
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2015-2020 Consolidated Plan on December 1, 2014
4	Agency/Group/Organization	Illumination Foundation
	Agency/Group/Organization Type	Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2015-2020 Consolidated Plan on December 1, 2014
5	Agency/Group/Organization	Garden Grove United Methodist Church
	Agency/Group/Organization Type	Community Church
	What section of the Plan was addressed by Consultation?	Housing Need Assessment 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 organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2015-2020 Consolidated Plan on December 1, 2014
6	Agency/Group/Organization	Association of Local Missions and Ministries for Action
	Agency/Group/Organization Type	Housing Services-homeless Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2015-2020 Consolidated Plan on December 1, 2014
7	Agency/Group/Organization	OC Autism
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2015-2020 Consolidated Plan on December 1, 2014

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

The City advertised the opportunities to participate in the Consolidated Plan process and distributed invitation letters to almost 80 agencies representing a broad range of local service providers, community groups, and organizations, and encouraged them to participate in the 2015-2020 Consolidated Plan. The City used a variety of outreach methods to solicit participation. No specific types of relevant agencies were excluded from the process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Orange	The Orange County Point-in-Time count provided homeless data in the Consolidated Plan. The Orange County Ten-Year Plan to End Homelessness strategic plan is closely aligned with the goals of the CoC. Garden Grove is an administering agency for CoC and ESG funds in addition to receiving CDBG and HOME allocations.
City of Garden Grove Housing Element (2014-2021)	City of Garden Grove Community and Economic Development Department	The Housing Element serves as a policy guide to help the City meet existing and future housing needs. Both the Consolidated Plan and the Housing Element share common goals that address housing-related issues in the community.
Garden Grove CIP FY2014/15 to 2018/19	City of Garden Grove Public Works Department	The Consolidated Plan is aligned with the City's Capital Improvement Plan (CIP), which identifies projects to address infrastructure issues and prioritizes public infrastructure investments.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

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

Summarize citizen participation process and how it impacted goal-setting

This Consolidated Plan has been developed through a collaborative process that included participation by residents, service providers, and City staff. The following methods were used to solicit public input.

A community workshop was held on December 1, 2014 in conjunction with a Neighborhood Improvement and Conservation Commission (NICC) meeting. In addition to interested residents and NICC commissioners, the City invited service providers and representatives from surrounding jurisdictions to attend the workshop and discuss local issues and needs relating to housing and community development in Garden Grove. The workshop included an overview of the Consolidated Plan process and summary of past and projected funding resources for the City. In order to identify priority needs for the 2015-2020 planning period, the workshop included discussions and exercises related to the types of projects and programs that can be funded and recent projects.

A community survey, which assessed housing and community development needs, was distributed throughout the community. Paper formats of the surveys were made available in English, Spanish, and Vietnamese, and were distributed at community resource centers, libraries, City Hall public counters, at the Garden Grove Housing Authority, and at the community workshop. In addition, the survey was available in electronic format via the City's website and Facebook page, and was emailed to local service providers.

The Draft Action Plan was available for public review beginning **February 1, 2019 and ending March 26, 2019**. The Draft Plan is available on the City's website and at Garden Grove City Hall (11222 Acacia Parkway), the Garden Grove Regional Library (11200 Stanford Avenue), and online on the City's website

On **February 4, 2019**, the draft Action Plan was reviewed as part of a special NICC meeting.

On **March 26, 2019**, the City Council conducted a public hearing to consider the Action Plan.

A public notice regarding the NICC and Council meetings were advertised in the local newspapers on **January 28, 2019 and January 30, 2019**. Public meetings and hearings were publicized adequately and held at times and locations convenient to the community. The location of hearings at the Garden Grove Community Meeting Center is accessible to persons with physical disabilities.

Summaries of the public comments, meeting minutes and copies of public notices are included in Appendix A.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	See Appendix A (Neighborhood Improvement Conservation Committee)	See Appendix A	N/A	N/A
2	Public Hearing	Non-targeted/broad community	See Appendix A (City Council Meeting)	See Appendix A	N/A	N/A
3	Newspaper Ad	Non-targeted/broad community	See Appendix A	N/A	N/A	N/A
4	Newspaper Ad	Non-English Speaking - Specify other language: Vietnamese	See Appendix A	N/A	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	See Appendix A	N/A	N/A	N/A
6	Internet Outreach	Non-targeted/broad community	N/A	N/A	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

For the one-year period covering July 1, 2019 through June 30, 2020, the City has planned for the following allocations:

- \$1,988,459.00 in CDBG funds
- \$759,096.00 in HOME funds
- \$177,733.00 in ESG funds

Garden Grove does not receive funding under the Housing Opportunities for Persons with AIDS (HOPWA) programs. In recent years, the levels of CDBG and ESG funds have been trending downward, however, the most recent HOME allocation was nearly twice as much as previous years.

In terms of program income, the City anticipates an unsteady stream of program income over the course of this Action Plan. During the past five years, the level of program income received varied from \$30,000 in one year to over \$90,000 in another. Program income received from the repayment of loans will be re-programmed for similar loan activities in the same or similar programs from which the funds were originally provided.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,988,459	0	645,000	2,633,459	0	The amount of CDBG funds available during the planning period is based on actual funds available. Approximately, \$645,000 in unexpended prior year resources will be carried over.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	759,096	0	1,300,000	2,059,096	0	The amount of HOME funds available during the planning period is based on actual funds available. Approximately, \$1,300,000 in unexpended prior year resources will be carried over.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	177,733	0	0	177,733	0	The amount of ESG funds available during the planning period is based on actual funds available.

Table 5 - Expected Resources – Priority Table

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

As is the case for many communities across the nation, the housing and community development needs in Garden Grove surpass the funding available to meet those needs. Therefore, effective and efficient use of funds is crucial, and the leveraging of multiple funding sources is often necessary to achieve housing and community development objectives. Most activities to be pursued by the City with CDBG, HOME, and ESG funds will be leveraged with a variety of funding sources, including grants from state, federal, and local governments, private foundations, capital development funds, general funds, private donations of funds or services, and various other funding sources. For new construction, substantial rehabilitation, and acquisition of affordable housing, the City encourages the use of Low Income Housing Tax Credits.

Federal match requirements apply to the City's HOME and ESG funds. The HOME program requires that for every HOME dollar spent, the City must provide a 25% match with non-federal dollars. HUD allows the City to use various resources to meet this match requirement. According to HOME program guidelines, no more than 25% of the City's match liability for any one year can be met through loans to housing projects, but amounts in excess of that may be banked as match credit for future years. The City has an excess of match funds from previous years.

The ESG program requires a 100% match with non-federal dollars. Garden Grove will continue to require its ESG partners to leverage non-federal funds and report their successes with each quarterly performance report.

The Garden Grove Housing Authority provides rental subsidies for eligible low-income (50% MFI) families. The Section 8 Rental Assistance Program is funded by federal grants through the Department of Housing and Urban Development. The Housing Authority provides assistance to over 2,200 low-income families. The funding level for this program is determined annually by Congress. Currently funding is approximately \$25.5 million per year.

The Garden Grove Housing Authority also administers a Family Self-Sufficiency Program, which assists housing participants in achieving economic self-sufficiency through education, training, and employment. Approximately 368 very low-income families are involved in the program, which currently is funded at approximately \$69,000 per year.

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

The Successor Agency owns an 8-unit apartment complex located at 12602 Keel Street in Garden Grove. This location is currently being leased to the Orange County Community Housing Corporation (OCCHC) who offers the units to very-low income families at an affordable rent. During FY 2019-20, the City will continue to monitor this project for compliance with rent/income limits to ensure Garden Grove residents have access to quality affordable housing.

Discussion

See responses to questions above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Decent and Affordable Housing	2015	2020	Affordable Housing Homeless Non-Homeless Special Needs		Increase, Improve, and Preserve Affordable Housing Promote New Construction of Affordable Housing Provide Rental Assistance to Alleviate Cost Burden	CDBG: \$143,000 HOME: \$1,183,187	Rental units rehabilitated: 7 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Rental Assistance: 20 Households
2	Promote Equal Access to Housing	2015	2020	Affordable Housing Homeless Non-Homeless Special Needs		Promote Equal Access to Housing	CDBG: \$34,932	

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Address the Needs of Homeless and Those At-Risk	2015	2020	Homeless		Promote Programs to Meet Homeless Needs	ESG: \$177,733	Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted Homeless Person Overnight Shelter: 150 Persons Assisted Homelessness Prevention: 20 Persons Assisted Other: 100 Other
4	Provide Community Services	2015	2020	Non-Homeless Special Needs Non-Housing Community Development		Preserve and Improve Existing Supportive Services	CDBG: \$298,268	Public service activities other than Low/Moderate Income Housing Benefit: 2062 Persons Assisted
5	Promote Economic Development and Employment	2015	2020	Non-Housing Community Development		Promote Economic Development and Employment	CDBG: \$100,000	Jobs created/retained: 4 Jobs
6	Improve Lower-Income Neighborhoods	2015	2020	Non-Homeless Special Needs Non-Housing Community Development		Address Public Facilities/Infrastructure Needs	CDBG: \$1,694,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Provide for Planning and Administration Activities	2015	2020	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development		Provide for Necessary Planning and Administration	CDBG: \$397,691 HOME: \$75,909 ESG: \$13,329	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Decent and Affordable Housing
	Goal Description	For FY 2019-20, the City will utilize CDBG and HOME funds to support affordable housing activities, including housing rehabilitation and acquisition/rehabilitation of rental housing, as well as Tenant Based Rental Assistance to literally homeless households.
2	Goal Name	Promote Equal Access to Housing
	Goal Description	For FY 2019-20, the City will use CDBG funds to support fair housing services to be provided by the Fair Housing Foundation.
3	Goal Name	Address the Needs of Homeless and Those At-Risk
	Goal Description	For FY 2019-20, ESG funds will be used to support local service providers focused on addressing homelessness in the community. Additionally, HOME funds will be used to provide rental assistance to literally homeless households.

4	Goal Name	Provide Community Services
	Goal Description	For FY 2019-20, the City will utilize CDBG funds to support a variety of senior services, including meal provision and social programs. CDBG funds will also be used to enhance safety in lower-income neighborhoods through gang and crime suppression programs.
5	Goal Name	Promote Economic Development and Employment
	Goal Description	For FY 2019-20, CDBG funds will be used for a small business loan program to assist four Garden Grove businesses in exchange for hiring low-income Garden Grove residents as full-time employees.
6	Goal Name	Improve Lower-Income Neighborhoods
	Goal Description	For FY 2019-20, CDBG funds will be used to fund a street improvement project and a sewer improvement project.
7	Goal Name	Provide for Planning and Administration Activities
	Goal Description	For FY 2019-20, the City will allocate a portion of CDBG, HOME, and ESG funds for the administration, planning, and monitoring of these programs.

Projects

AP-35 Projects – 91.220(d)

Introduction

The Fiscal Year (FY) 2019-20 Action Plan implements the fifth year of the 2015 – 2020 Consolidated Plan and addresses HUD consolidated planning requirements for the Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and Emergency Solutions Grant (ESG) programs for the City of Garden Grove. This plan outlines the action steps that Garden Grove will use to address housing and community development needs in the City. The plan also includes a listing of activities that the City will undertake during FY 2019-20 (July 1, 2019 through June 30, 2020) that utilize CDBG, HOME and ESG funds.

Development of the FY 2019-20 Action Plan incorporates the Request for Proposal (RFP) process for ESG funds. The City makes its funding allocation decisions in part based on proposals received as part of the annual RFP process. Through this process, funds are awarded to eligible activities that support the goals and address the priority needs described in the Strategic Plan. While CDBG, HOME, and ESG funding allocations for FY 2019-20 will not address all of the community's priority needs, allocations are focused toward specific projects addressing high community priorities and producing tangible community benefits.

Projects

#	Project Name
1	Administration and Planning
2	Benton Street Improvements
3	Beach/ Trask Sewer Improvements
4	Municipal Support
5	Fair Housing Services
6	Gang Suppression Services
7	Senior Center
8	Community SeniorServ
9	Senior Home Improvement Grant
10	Small Business Assistance Program
11	New Construction of Affordable Housing
12	Acquisition/ Rehabilitation of Affordable Housing
13	ESG19 Garden Grove
14	Tenant Based Rental Assistance
15	La Bonita Storm Drain Improvements

Table 7 - Project Information

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

Priority goals established in the 2015-2020 Consolidated Plan, which form the basis for establishing objectives and outcomes in the FY 2019-20 Action Plan, are as follows:

- Provide decent and affordable housing through new construction activities, acquisition and rehabilitation activities, rehabilitation assistance programs, lead-based paint hazard reduction efforts, and home ownership assistance.
- Promote equal access to housing for all residents.
- Address the needs of homeless individuals and those at risk of homelessness.
- Provide for a variety of community and support services.
- Improve lower-income neighborhoods through public facilities and infrastructure improvements.
- Promote economic development and employment opportunities.
- Provide for planning and administration activities to address housing and community development needs in the City

The major obstacle to addressing the underserved needs is the lack of adequate funding, especially for affordable housing activities. With the dissolution of redevelopment in California and reduced State and Federal funding levels, the City's ability to address the extensive needs in the community is seriously compromised.

AP-38 Project Summary

Project Summary Information

1	Project Name	Administration and Planning
	Target Area	
	Goals Supported	Provide for Planning and Administration Activities
	Needs Addressed	Provide for Necessary Planning and Administration
	Funding	CDBG: \$397,691 HOME: \$75,909 ESG: \$13,329
	Description	Administration and planning for the CDBG and HOME programs
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Admin and planning of the CDBG and HOME programs
2	Project Name	Benton Street Improvements
	Target Area	
	Goals Supported	Improve Lower-Income Neighborhoods
	Needs Addressed	Address Public Facilities/Infrastructure Needs
	Funding	CDBG: \$1,294,500 HOME: \$0 ESG: \$0
	Description	Street improvements in the area of Benton St
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	1753 individuals will benefit from the planned street improvement activities
	Location Description	Benton Street, south of Garden Grove Blvd and North of Trask Ave
	Planned Activities	Street improvements

3	Project Name	Beach/ Trask Sewer Improvements
	Target Area	
	Goals Supported	Improve Lower-Income Neighborhoods
	Needs Addressed	Address Public Facilities/Infrastructure Needs
	Funding	CDBG: \$400,000 HOME: \$0 ESG: \$0
	Description	Sewer improvements in the area of Beach and Trask
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Sewer improvements
4	Project Name	Municipal Support
	Target Area	
	Goals Supported	Provide for Planning and Administration Activities
	Needs Addressed	Provide for Necessary Planning and Administration
	Funding	CDBG: \$24,097 HOME: \$0 ESG: \$0
	Description	Indirect costs associated with the administration of the CDBG program
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	N/A
5	Project Name	Fair Housing Services
	Target Area	
	Goals Supported	Provide for Planning and Administration Activities

	Needs Addressed	Provide for Necessary Planning and Administration
	Funding	CDBG: \$34,932 HOME: \$0 ESG: \$0
	Description	Affirmatively furthering fair housing in partnership with the Fair Housing Foundation
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	N/A
6	Project Name	Gang Suppression Services
	Target Area	
	Goals Supported	Provide Community Services Improve Lower-Income Neighborhoods
	Needs Addressed	Preserve and Improve Existing Supportive Services
	Funding	CDBG: \$121,525 HOME: \$ ESG: \$
	Description	Gang suppression activities administered by the Garden Grove Police Department's Gang Suppression Unit
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	1502 individuals will benefit from gang suppression activities
	Location Description	City Wide
	Planned Activities	Gang suppression throughout the City
7	Project Name	Senior Center
	Target Area	
	Goals Supported	Provide Community Services
	Needs Addressed	Preserve and Improve Existing Supportive Services

	Funding	CDBG: \$156,743 HOME: \$0 ESG: \$0
	Description	Senior services provided by the H. Louis Lake Senior Center
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	300 individuals will benefit from the services provided by the H. Louis Lake Senior Center
	Location Description	11300 Stanford Ave, Garden Grove, CA 92840
	Planned Activities	Food and programs designed to support Garden Grove senior citizens
8	Project Name	Community SeniorServ
	Target Area	
	Goals Supported	Provide Community Services
	Needs Addressed	Preserve and Improve Existing Supportive Services
	Funding	CDBG: \$20,000 HOME: \$0 ESG: \$0
	Description	Home delivered and congregate meals provided to Garden Grove seniors
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	260 individuals will benefot from the services provided by Community SeniorServ
	Location Description	City Wide
	Planned Activities	Home delivered and congregate meals to Garden Grove senior citizens
9	Project Name	Senior Home Improvement Grant
	Target Area	
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Increase, Improve, and Preserve Affordable Housing

	Funding	CDBG: \$143,000 HOME: \$0 ESG: \$0
	Description	Grants to low-income Garden Grove seniors for home repair activities.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	30 households will benefit from the Senior Home Improvement Grant Program
	Location Description	City Wide
	Planned Activities	Housing rehabilitation activities
10	Project Name	Small Business Assistance Program
	Target Area	
	Goals Supported	Promote Economic Development and Employment
	Needs Addressed	Promote Economic Development and Employment
	Funding	CDBG: \$100,000 HOME: \$0 ESG: \$0
	Description	Loans to Garden Grove businesses in exchange for hiring low-income Garden Grove residents
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	4 Garden Grove businesses and no less than 4 low-income Garden Grove residents will benefit from the program
	Location Description	City Wide
	Planned Activities	Business assistance and job creation activities
11	Project Name	New Construction of Affordable Housing
	Target Area	
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Increase, Improve, and Preserve Affordable Housing
	Funding	HOME: \$341,597
	Description	New Construction of Affordable Housing
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	New Construction of Affordable Housing
12	Project Name	Acquisition/ Rehabilitation of Affordable Housing
	Target Area	
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Increase, Improve, and Preserve Affordable Housing
	Funding	CDBG: \$0 HOME: \$341,590 ESG: \$0
	Description	Acquisition/ Rehabilitation of Affordable Housing
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Acquisition/ Rehabilitation of Affordable Housing
	Project Name	ESG19 Garden Grove
	Target Area	
13	Goals Supported	Address the Needs of Homeless and Those At-Risk
	Needs Addressed	Promote Programs to Meet Homeless Needs
	Funding	CDBG: \$0 HOME: \$0 ESG: \$177,733
	Description	Activities to combat homelessness
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City Wide

	Planned Activities	Activities to combat homelessness
14	Project Name	Tenant Based Rental Assistance
	Target Area	
	Goals Supported	Address the Needs of Homeless and Those At-Risk
	Needs Addressed	Promote Programs to Meet Homeless Needs
	Funding	CDBG: \$0 HOME: \$500,000 ESG: \$0
	Description	Activities to combat homelessness
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City Wide
	Planned Activities	Activities to combat homelessness
15	Project Name	La Bonita Storm Drain Improvements
	Target Area	
	Goals Supported	Improve Lower-Income Neighborhoods
	Needs Addressed	Public Facilities/ Infrastructure
	Funding	CDBG: \$662,500 HOME: \$0 ESG: \$0
	Description	Prevent flooding in residential area by installing a storm drain under an existing roadway
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City Wide
	Planned Activities	Storm drain improvements

AP-50 Geographic Distribution – 91.220(f)**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City has not established specific target areas to focus the investment of CDBG funds. Appendix C contains a map of block groups illustrating the lower-income areas in the City (defined as a block group where at least 51 percent of the population have incomes not exceeding 80 percent of the Area Median Income). Investments in housing and community development services serving special needs populations and primarily lower-income persons will be made throughout the City. Housing assistance will be available to income-qualified households citywide.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution**Rationale for the priorities for allocating investments geographically**

The majority of the City of Garden Grove qualifies as a low- and moderate-income area. Therefore, given the extensive needs in the community, the City has not targeted any specific neighborhood for investment of CDBG and HOME funds. Instead, projects are evaluated on a case-by-case basis, considering emergency needs, cost effectiveness, feasibility, and availability of other funding to address the needs or leverage federal funds.

Discussion

See responses above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City plans to utilize HOME and CDBG funds to support its authorized housing activities, including the Senior Home Improvement program, as well as the acquisition/ rehabilitation of affordable housing units.

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	30
Special-Needs	0
Total	50

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	0
Rehab of Existing Units	30
Acquisition of Existing Units	7
Total	57

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

See above

AP-60 Public Housing – 91.220(h)**Introduction**

No public housing is located in Garden Grove.

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

Not applicable as there is no public housing in Garden Grove.

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

Not applicable.

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

Not applicable.

Discussion

See responses above.

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

Introduction

Homeless and homeless prevention services are identified as a high priority need in the 2015-2020 Consolidated Plan. The City plans to address the needs of homeless individuals and those at risk of homelessness through allocation of ESG funds to support local efforts to prevent and address homelessness. The City will also continue to participate in the Orange County Continuum of Care System for the Homeless. Lastly, the City will expend \$500,000 administering a Tenant Based Rental Assistance program to house literally homeless Garden Grove residents.

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

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

Garden Grove participates in the Orange County Continuum of Care (CoC) system. For the past several years, leadership and coordination of Orange County's Continuum of Care planning process has been the shared responsibility of OC Partnership, 211 Orange County, and the OC Community Services. This public /nonprofit partnership helps ensure comprehensive, regional coordination of efforts and resources to reduce the number of homeless and persons at risk of homelessness throughout Orange County. This group serves as the regional convener of the year-round CoC planning process and as a catalyst for the involvement of the public and private agencies that make up the regional homeless system of care, of which Garden Grove is a part. The Orange County Continuum of Care system consists of six basic components:

1. Advocacy on behalf of those who are homeless or at-risk of becoming homeless
2. A system of outreach, assessment, and prevention for determining the needs and conditions of an individual or family who is homeless
3. Emergency shelters with appropriate supportive services to help ensure that homeless individuals and families receive adequate emergency shelter and referrals
4. Transitional housing to help homeless individuals and families who are not prepared to make the transition to permanent housing and independent living
5. Permanent housing or permanent supportive housing to help meet the long term needs of homeless individuals and families
6. Reducing chronic homelessness in Orange County and addressing the needs of homeless families and individuals using motels to meet their housing needs

In this program year, the City plans to fund street outreach services to reach out to unsheltered homeless people; connect them with emergency shelter, housing or critical services; and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency

shelter, housing or an appropriate health facility.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City actively participates in the Orange County CoC by attending meetings to discuss how to establish performance measures that benefit the broader goals of the region. Consistent with the objectives of the countywide CoC, the City's Neighborhood Improvement Committee has developed several strategies to address homelessness. Some of the tasks recently undertaken by the City include: 1) assisting with the Point in Time Survey conducted by the County of Orange and CityNet; 2) development of a brochure for homeless persons that includes an inventory of local community resources; and 3) collaborating with neighboring jurisdictions receiving ESG funds to discuss issues, concerns, and best practices for meeting the needs of the homeless population.

In addition, the City addresses the emergency and transitional housing needs of homeless persons through allocation of its ESG funds. Garden Grove supports several homeless services providers that provide emergency and transitional shelters. These include:

- Interval House (domestic violence shelter for support services to victims of domestic violence)
- Thomas House Temporary Shelter (food supply, shelter, and life skill resources to homeless families)
- Mercy House (seasonal homeless shelter and support services)

The City mobilizes its Section 8 Housing Choice Voucher program, to the extent possible, to address the needs of homeless individuals and families. The Housing Authority gives homeless families referred by social service and emergency/transitional shelter programs preference for Section 8 vouchers to assist in transitioning to stable and permanent housing.

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

The City plans to fund Interval House to provide short to medium term rental assistance for up to 24 months, including up to six months of rental arrears, to homeless individuals and families. Housing assistance provided will be located in permanent housing. In addition, Interval House will provide housing relocation, stabilization, case management, legal services for housing needs, and credit repair assistance. All services are designed to seamlessly transition clients into suitable and stable permanent housing.

Interval House advocates are specialized in assisting clients with housing search and placement through

established operational agreements with over 40 landlords. It is the adopted charity for the Apartment Association. Clients may be immediately housed in local CoC shelters or access emergency homeless assistance through social services during housing search. All ineligible applicants are offered resources through 2-1-1 Orange County.

The City has created the Homeless Emergency Assistance Rental Transition (HEART) Program, which is a Tenant Based Rental Assistance Program for literally homeless individuals and households. The Program will utilize \$500,000 in HOME funds to assist homeless households with rental payments (including security and utility deposits) for a 12 month period. The goal is to assist 20 households during FY 19-20.

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.

One of the key strategies for homeless prevention is employment development. The goal is to enhance a person's ability to obtain and keep a job, and to make an adequate income to be self-sufficient. To that end, the Garden Grove Housing Authority operates a Family Self Sufficiency Program (FSS) within its jurisdiction. FSS is a HUD program that provides the following support services: educational and/or job assessment, enrollment in an educational or job training program, childcare provisions, transportation, case management, budget counseling, and First Time Home Buyer counseling. Additional resources for employment development are described in detail under workforce training initiatives in Section MA-45 Non-Housing Community Development Assets of this Consolidated Plan.

The City works diligently to expand and conserve the affordable housing inventory, especially affordable rental housing that benefits the extremely low- and very low-income households who are most at risk of becoming homeless. Lower-income households referred to the Housing Authority by local transitional housing and emergency shelters are given priority for the Section 8 program.

The City will allocate ESG funds to provide financial assistance such as short to medium term rental assistance for up to 24 months, including up to six months of arrears, to individuals and families at imminent risk of homelessness. The housing assistance provided will be located in permanent housing. In addition, funds for homeless prevention will also provide financial assistance such as rental application fees, security deposits and/or services such as case management, housing search and placement, and legal services.

The City will fund Mercy House to provide homeless prevention services. Mercy House will engage persons in need of homeless prevention through referrals from 2-1-1 Orange County and will participate in the Orange County Homeless Provider Forum. To ensure that the most vulnerable are served, eligible households will be those at imminent risk of homelessness, who fall at or below 30% AMI, and have been served a notice of eviction. Mercy House will work with households to increase income, find employment,

and set a household budget that will prepare them for long term stability and to prevent recidivism and homelessness. In addition, while receiving services, case managers from Mercy House will meet with the household receiving assistance regularly to encourage accomplishments of goals, money savings, and debt payoffs.

Discussion

See responses above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Lack of Affordable Housing Funds: With the dissolution of redevelopment in California, the City of Garden Grove has lost its most powerful tool and funding mechanism to provide affordable housing in the community. Funding at the State and federal levels has also continued to experience significant cuts. With reduced funding and increased housing costs, the City faces significant challenges in providing affordable and decent housing opportunities for lower-income residents.

Environmental Protection: State law (California Environmental Quality Act, California Endangered Species Act) and federal law (National Environmental Protection Act, Federal Endangered Species Act) regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from the environmental review process add to the cost of housing.

Planning and Development Fees: Development fees and taxes charged by local governments contribute to the cost of housing. Building, zoning, and site improvement fees can significantly add to the cost of construction and sometimes have a negative effect on the production of affordable housing. A comparative analysis of building fees by the Building Industry Association of Orange County shows that Garden Grove has fees comparable to and in some cases lower than neighboring jurisdictions (Fountain Valley, Santa Ana, Stanton, and Westminster).

Permit and Processing Procedures: The processing time required to obtain approval of development permits is often cited as a contributing factor to the high cost of housing. For some proposed development projects, additional time is needed to complete the environmental review process before an approval can be granted. Unnecessary delays add to the cost of construction by increasing land holding costs and interest payments. In Garden Grove, the review process takes approximately two to four weeks for a typical single-family project, six to eight weeks for a typical multi-family project, approximately 10 to 12 weeks for a planned unit development, and 10 to 12 weeks for a state-licensed residential care facility serving seven or more persons. These timeframes are fairly consistent with surrounding jurisdictions. The City has worked to improve the permit process through its one-stop counter and streamlined processing. The reduction in processing time results in a shorter holding time for the developer, which translates to cost savings that should be reflected in the prices or rents for the end products.

State Prevailing Wage Requirements: The State Department of Industrial Relations expanded the kinds of projects that require the payment of prevailing wages. Prevailing wage adds to the overall cost of development.

Davis-Bacon Prevailing Wages: A prevailing wage must be paid to laborers when federal funds are used to pay labor costs for any project over \$2,000 or on any multi-family project over eight units. The prevailing wage is usually higher than competitive wages, raising the cost of housing production and rehabilitation activities. Davis-Bacon also adds to housing costs by requiring documentation of the prevailing wage

compliance.

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

Market and governmental factors pose barriers to the provision of adequate and affordable housing. These factors tend to disproportionately impact lower- and moderate-income households due to their limited resources for absorbing the costs. Garden Grove works to remove barriers to affordable housing by implementing a Housing Element that is consistent with California law and taking actions to reduce costs or provide off-setting financial incentives to assist in the production of safe, high-quality, affordable housing. The City is committed to removing governmental constraints that hinder the production of housing, and offers a “one-stop” streamlined permitting process to facilitate efficient entitlement and building permit processing.

The City of Garden Grove has instituted additional actions aimed at reducing the impact of the public sector role in housing costs. City efforts to remove barriers to affordable housing include:

- Periodical analysis and revision of the zoning code aimed at developing flexible zoning provisions in support of providing an adequate supply of desirable housing, such as mixed use zoning standards and updates to the Housing Element
- Provision of affordable housing projects through acquisition and rehabilitation activities, and new construction of affordable housing units
- Establishing a streamlined service counter to reduce process time
- Density bonuses for affordable projects
- Continued assessment of existing policies, procedures, and fees to minimize unnecessary delays and expenses to housing projects

The City has updated its Analysis of Impediments to Fair Housing Choice (AI) report in coordination with other local jurisdictions. This report identifies any potential impediments to fair housing and establishes a Fair Housing Action Plan to outline steps to overcome any identified impediments.

Discussion:

See responses above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's efforts in addressing underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to addressing underserved needs is the lack of adequate funding, especially for affordable housing activities. With the dissolution of redevelopment in California and reduced State and federal funding levels, the City's ability to address the extensive needs in the community is seriously compromised. The City will strive to leverage available funds, to the greatest extent possible, to overcome obstacles in meeting underserved needs.

The City has adopted its 2014-2021 Housing Element, which includes a commitment to annually pursue State, federal, and other funding opportunities to increase the supply of safe, decent, affordable housing in Garden Grove for lower-income households (including extremely low-income households), such as seniors, disabled, the homeless, and those at risk of homelessness. In addition, the leveraging of available funds, to the greatest extent possible, will continue.

Actions planned to foster and maintain affordable housing

Garden Grove has several programs in place to increase and preserve the supply of affordable housing for lower-income households. One of these programs produces affordable housing through the acquisition and rehabilitation of existing housing units, as well as the construction of new units. In the past, the City has partnered with nonprofit organizations and housing developers to accomplish this goal. Increased sustainability of existing single-family housing is accomplished through the provision of grants to low-income senior citizens to make necessary repairs to their homes.

Actions planned to reduce lead-based paint hazards

The City has an aggressive policy to identify and address lead-based paint hazards in HUD-funded housing rehabilitation projects. All housing units rehabilitated with federal funds are first inspected by a licensed professional for the presence of lead-based paint. The City ensures lead-safe work practices are used to perform all rehabilitation where lead-based paint is identified. All homes identified as containing lead paint are tested post-rehabilitation to ensure the hazard has been mitigated.

Actions planned to reduce the number of poverty-level families

Garden Grove continues to look for ways to expand economic activities to include all people, including those at or below the poverty line. In the past, the City has focused on the creation of jobs for low- and

moderate-income persons through economic development in the Harbor Boulevard area. In recent years, the Small Business Assistance Loan Program was introduced as a job creation activity that offers financial assistance to for-profit businesses in exchange for them to hire at least one new, low-income, full-time employee.

In addition, other essential elements of the City's anti-poverty strategy include:

- Section 8 Housing Choice Voucher Program
- Housing Choice Voucher Family Self Sufficiency Program
- Economic Development programs
- Workforce Investment Board outreach and training programs
- Anti-crime programs
- Housing Rehabilitation programs
- Creation of Affordable Housing
- Transitional housing and homeless service programs

Through these programs, the City is working to reduce the number of families living below the poverty line. The goals and strategies contained in this Consolidated Plan for funding housing, community development, and community services activities often directly address poverty issues through provision of funding or services, or indirectly through the creation of jobs.

In addition, the City will allocate up to 15% of its CDBG funds annually to public service agencies that offer supportive services in an effort to reduce poverty.

Actions planned to develop institutional structure

Successful program implementation requires coordination, both internally and with outside agencies. The City makes changes, as needed, to its staff assignments to address the administrative, planning, and reporting needs of CDBG, HOME, and ESG funds. Project management improvements have included strengthened project eligibility review and staff training of regulatory compliance and procedures. The City of Garden Grove Neighborhood Improvement Division of the Community and Economic Development Department serves as the lead agency in the administration and compliance of CDBG, HOME, and ESG programs and grant management. The Neighborhood Improvement Division coordinates activities related to CDBG, HOME, and ESG funds, including coordination of internal departments, outside agencies, and grant recipients.

The City's ongoing efforts in its institutional structure include strengthening project designs through negotiating stronger and more specific performance goals for project contracts. This includes ongoing education and technical assistance for program stakeholders including fellow City Departments implementing HUD-funded programs, outside contractors, the Neighborhood Improvement and Conservation Commission, the City Council, and the public in general regarding

the overall objectives and eligible and ineligible uses of each of our HUD funds.

The City also amended the Citizen Participation Plan to make it more readable and to officially designate the City Council as the public hearing body. It worked closely with the Neighborhood Improvement and Conservation Commission to deepen their understanding of the CDBG, HOME, and ESG programs.

Capacity-building is another development component within the City's institutional structure. In addition to in-house training and development of improved management systems, the City will continue to participate in all HUD training offered locally. To gather more information, build staff knowledge, and seek regional solutions to regional problems, the City participates in regional efforts such as the Orange County Continuum of Care for the Homeless.

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

Housing, supportive services, and community development activities are delivered by a number of public agencies, nonprofit entities, and private organizations. The City of Garden Grove will continue to function in a coordinating role between local non-profit service providers and other county, State, and federal organizations, as well as regional agencies and plans such as the Orange County Continuum of Care (CoC).

To enhance coordination, the City participates in regional planning groups and forums to foster collaboration with other agencies and organizations. Through collaboration, the City identifies common goals and strategies to avoid overlaps in services and programs and identify potential for leveraging resources. The City also continues to work with a wide range of public and community social service agencies to meet and address the various needs of the community. The City also utilizes the services of 211 Orange County, whose mission is to help people in the community find the help they need by eliminating the barriers to finding and accessing social services.

Discussion:

See responses above.

Program Specific Requirements

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

Introduction:

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

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

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

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
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:	0

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.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

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

follows:

None

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

Not applicable as the City will not be using HOME funds to provide homebuyer assistance.

In 2019-20, the City will use HOME funds for acquisition with or without rehabilitation of existing multi-family rental housing. Guidelines for HOME-funded homebuyer assistance, single-family rehabilitation, housing reconstruction, manufactured housing, refinancing, and conversion of existing structures to or from housing are, therefore, not described here.

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

While the City does not anticipate providing federally-funded home buying assistance during this 2015-2020 Consolidated Plan period, we have partnered with a local bank to offer a first-time homebuyer program to purchase a home in Garden Grove. The First-Time Homebuyer program includes resale and recapture guidelines pursuant to 24 CFR 92.254.

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

The City of Garden Grove does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)

Reference 91.220(l)(4)

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

Please see City of Garden Grove Protocols for Administering the Emergency Solutions Grant, included as Appendix B.

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

The City of Garden Grove participates in the Orange County Continuum of Care system (CoC). The

Orange County CoC has established the Orange County Homeless Management Information System (HMIS), an online database used by homeless and at-risk service providers that records demographic and service usage data and produces an unduplicated count of the people using those services.

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).

The City, along with the cities of Anaheim, Santa Ana and the County of Orange, have developed the Orange County ESG collaborative. During the 5-year Consolidated Plan cycle, the collaborative conducts an open and competitive Request for Proposal process for making sub-awards.

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 City consults with the Continuum of Care, which has former homeless individuals as members. Subrecipients who run the shelters and the rapid re-housing programs in the community have former 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.

The performance standards for evaluating ESG are described in the Protocols for Administration of The Emergency Solutions Grant, included in Appendix B.

See responses above.

CITY OF GARDEN GROVE HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)

OPERATING GUIDELINES

PROGRAM OVERVIEW

In May 2019, the City of GARDEN GROVE (City) introduced a comprehensive approach to addressing the needs of its homeless population. This approach is a collaborative response that brings together the resources of the City, residents, businesses, service providers, philanthropists, and the faith-based community. A component of this approach is to provide rental assistance with wrap-around services to very low-income households who have a high probability of achieving self-sustainability. Accordingly, the City is launching the Homeless Emergency Assistance Rental Transition (HEART) pilot program that combines the resources and experience of expert service providers with City subsidies including Low/Moderate-Income Housing Trust Funds (LMIHTF) and HOME Investment Partnership (HOME) funds.

The main goal of the HEART Program is to assist homeless individuals and families achieve self-sustainability via rental assistance and supportive services. One or more qualified service providers, herein referred to as the “Program Operators”, will carry out the housing and support services components of the Program. The supportive service component is subsidized with LMIHTF funds, whereas the housing component is subsidized with HOME funds.

The housing component of the HEART program is a Tenant-Based Rental Assistance (TBRA) program and follows all the requirements of the HOME Program, as set forth in the HOME program under Section 24, Part 92, of the Code of Federal Regulations (24 CFR 92). HOME funds will be used to provide tenant-based rental assistance for a period of 12 months with the option to extend assistance an additional 12 months on a case-by-case basis. The Program Operators will be responsible for locating units or other housing options for use by program participants, including bridge housing, conducting Housing Quality Standards (HQS) Inspections and disbursing rental assistance payments. Once housed, the Program Operators shall work with participants to maintain successful tenancy, comply with the lease and adjust to their new environment. Additionally, the Program Operators shall continue its wrap-around case management services that address the specific needs of each individual.

The City published a Request for Proposals (RFP) through which two non-profit service providers will be selected to administer the program through Fiscal Year 2019-2020. The goal of the program is to assist 20 individuals (10 per Program Operator) in the first year of operation.

The City will evaluate the impact of the HEART Program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Program Operators. Key indicators of success will include the ability to transition off the HEART Program and remain housed without assistance, increases in earned income, increase in benefits and participation in case management.

The procedures set forth herein establish the tenant selection guidelines for the TBRA program, provide the necessary operating structure for the program and clarify the roles and responsibilities of the Program Operators and the City.

I. MARKETING, OUTREACH AND APPLICATION PROCESS

1. Marketing, Outreach and Intake

Prospective tenants for the program may be referred to the Program Operators through CES, or through the course of the Program Operators individual outreach and intake procedures. If being referred via CES, Program Operators must attempt to contact the individual within five (5) business days of the receipt of the referral. As part of the intake process, the Program Operators will complete a Coordinated Entry Intake form (**Appendix A**) for each member of the household, as well as review the individuals CES packet for completeness. If the packet is not complete, the Program Operators will be required to gathering the missing documentation in preparation for program acceptance.

2. Guidance for Eligible Households

The Program Operators will meet with the prospective eligible households throughout the application process and will continue to meet with and counsel each eligible household regarding the HEART Program, the eligible household's responsibilities as participants of the Program, and the goals and objectives of the Program.

II. DETERMINATION OF ELIGIBILITY

The HEART program combines the resources of the HOME program with LMIHTF funds. LMIHTF funds are utilized for the delivery of supportive service and HOME funds are utilized for rental assistance. While it is intended for the supportive services and rental assistance components of the program to be available jointly, applicant households must meet the eligibility qualifications of each program in order to receive the respective assistance. In order to determine eligibility, the Program Operators will meet with the prospective eligible household and complete the Program Application, attached as **Appendix B**. Eligibility for services offered by the HEART program shall adhere to the following selection criteria:

1. Income Eligible Household

- a) To receive services under the HEART program, applicant households must meet income eligibility requirements and have a total household income at or below the very low (50% AMI) income limits.
- b) Income limits for very-low income households are established annually for the HOME Program by HUD for the Orange County income limit area.
- c) Gross Annual Income shall be determined in accordance with 24 CFR 5.609, with the allowable exclusions from income established at 24 CFR 5.611.
- d) Gross Annual Income means the gross amount of income from all sources, including assets, for all adult household members that is anticipated to be received prospectively during the 12-month period following the date of application and before any deductions are taken.
- e) The Program Operators will determine and verify eligibility for assistance under the HEART Program through the review of income source documents. As outlined in the revised HOME rules published in July 2013, applicants must provide evidence of income for the two (2) most recent months. Acceptable source documents include wage statements, check stubs, entitlement verification from another government agency and bank

statements. The definition of income for the purposes of the HEART Program are located [24 CFR part 5](#) (often referred to as the Section 8 definition).

- f) The Program Operators may also consider any likely changes in income when collecting income verification documentation.
- g) Initial income verifications are valid for six months. If admission into the HEART program takes longer than 6 months, income verifications must be updated and reevaluated. After initial verification, income re-certifications shall be conducted annually.
- h) Income verifications will be used for two purposes:
 - i. To determine eligibility for services (HOME TBRA assistance). A determination of eligibility will be completed as part of the admissions process and thereafter annually.
 - ii. Income information will be used to establish the household's initial contribution toward rent, which shall be set at 30% of the household income. The household's initial contribution will remain unchanged for the first 6 months of assistance under the HOME TBRA program. Thereafter, rent will be adjusted in accordance with section IV below.

2. Currently homeless

- a) Meets the HUD Definition of homelessness (**Appendix C**) as identified under the ESG Program (24 CFR 576.2).

3. Current residents of the City of Garden Grove

Due to the nature of the population served by the HEART Program, it may not be possible to obtain traditional proof of residency documentation such as utility bills. The following documentation can be accepted to establish that an applicant household qualifies for the program and meets the Garden Grove live/work preference (**Appendix D**):

- a) Regularly receiving supportive services from a provider located in Garden Grove;
- b) Staying in homeless shelter/bridge/transitional housing
- c) Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- d) Holding a job in Garden Grove;
- e) Attending an education program meant to lead to self- sufficiency in Garden Grove (certificate/degree/diploma program);
- f) Children attending school located in Garden Grove;
- g) Living in a shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

4. Biannual Eligibility Verification

- a) The Program Operators will re-qualify each eligible household, including examination of source documentation, every 6 months.
- b) The Program Operators may request that a participating eligible household provide verification(s) more often than annually, as reasonably necessary to confirm continued qualification and eligibility for the TBRA Program.

The Program Operators will provide written notice to each Applicant stating whether the Applicant was determined to be eligible for assistance under the TBRA Program.

III. SELECTION OF HOUSING

1. Housing Unit Selection

Eligible households may elect to rent any housing unit in the County of Orange so long as the unit meets federal housing quality standards (HQS) or such other standards as may be made applicable to the TBRA Program by HOME Program statutes and/or regulations, specifically including Uniform Physical Condition Standards (UPCS) and passes a rent reasonableness test. Due to the nature of the population served by the HEART Program, it is expected that the Program Operators will assist eligible households with finding and selecting an appropriate housing unit that meets all program requirements.

While the Program Operators can refer eligible households to appropriate housing units, households may not be required to select a particular housing unit.

2. Occupancy Standards

The number of persons in each eligible household will determine the required unit type. Each household must comply with the 2+1 (i.e. two per bedroom plus one) occupancy standard.

The following table provides the occupancy standards by unit type:

Unit Type	Number in Household
One-Bedroom Unit	1 to 3 Persons
Two-Bedroom Unit	3 to 5 Persons
Three-Bedroom Unit	5 to 7 Persons
Four-Bedroom Unit	7 to 9 Persons

3. Property Inspections

Prior to occupancy of any housing unit by an eligible household, and again during the annual verification process, the Program Operators will have a certified Housing Quality Standards (HQS)

inspector inspect each housing unit to ensure the unit complies with HQS as set forth in the HOME Program (24 CFR 92.251), as well as all applicable state and local codes and ordinances, including zoning ordinances.

Each HQS inspection will include the following:

- a) Verification of property ownership;
- b) Verification of the age of the housing unit;
- c) Completed HQS Inspection Form (HUD -52580);
- d) Lead-based paint hazard assessment, dissemination of lead-based paint information pamphlet and disclosure form and lead-based paint reduction activities, if required;
- e) Adequate opportunity for landlord to correct any deficiencies indicated in the HQS Inspection form to bring the housing unit into compliance;
- f) Verification that occupancy by the eligible household will comply with occupancy standards;

4. Rent Reasonableness

Rental assistance paid on behalf of TBRA household must be in compliance with federal rent reasonableness requirements which require that rents paid by or on behalf of assisted households be similar to rents paid by non-assisted households.

Rent Reasonableness reviews will be performed by the Program Operators. The factors listed below shall be considered when determining rent comparability.

- a) Location and age
- b) Unit size including the number of rooms and square footage of rooms
- c) The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- d) The quality of the unit, which includes the building construction, maintenance and improvements
- e) Amenities, services, and utilities included in the rent

The Program Operators will follow both the rent reasonableness regulations established for the Housing Choice Voucher (HCV) program at 24 CFR 982.507 and the methodology described in Chapter 8, Part III of the Garden Grove Housing Authority Administrative Plan for the HCV program to evaluate rents. In the event that a rent request does not meet rent reasonableness requirements, the Program Operators shall attempt to negotiate a lower rent with the property owner. If the owner is not willing to accept a lower rent, the household must be instructed to search for another unit. Under no circumstances shall the Program Operators or the assisted household agree to pay more than approved through the rent reasonableness review. Additionally, the assisted household is not allowed to make up any difference in the rent offer.

Garden Grove Housing Authority (GGHA) will provide support to the Program Operators in completing this task. GGHA will be available for technical support and grant access to rent reasonableness data that Program Operators can use in finalizing approvals. In the event that there is a conflict between rents authorized by Program Operators and rents authorized for other rent subsidy programs offered by the City of Garden Grove, the Program Operators must work with

GGHA and/or City staff to resolve the conflict so that there is parity in all City sponsored rental assistance programs.

5. Coordination with Landlords

The Program Operators will meet with and provide guidance to landlords participating in the HEART Program regarding the requirements and procedures that impact landlords.

a) Rental Assistance Contract (**Appendix E**)

- i. The Program Operators will enter into a Rental Assistance Contract with each participating household. The Rental Assistance Contract will establish the security deposit assistance payment and the initial rental assistance payments to be paid on behalf of the household. The Contract will also establish the participating household's initial share of the contract rent.
- ii. The household's share of rent will be adjusted if and when the household's income increases and shall continue to be set at 30% of the household income.
- iii. This Contract will have a term of 6 months.

b) Lease Addendum (**Appendix F**)

- i. The landlord will be required to enter into a lease agreement with a minimum term of at least one (1) month with any eligible household occupying a housing unit.
- ii. The lease agreement will include a lease addendum that will be executed in connection with the lease between the landlord and the eligible household.
- iii. The addendum will include the terms of the rental assistance payments to be paid to the landlord on behalf of the eligible household, confirm the obligations of the landlord, confirm obligations of the eligible household regarding payment of rent, utilities and appliances, rules and regulations of tenancy and confirm the landlord's obligation to maintain the housing unit in accordance with HQS.
- iv. The landlord will be required to provide the Program Operators with notice of a lease termination, prohibit discrimination by the landlord against the eligible household as well as lease provisions prohibited by the HOME Program.
- v. The Program Operators will review the rental agreement to confirm its compliance with state law and all HOME Program requirements.

c) IRS Form W-9 (**Appendix G**)

- i. Each landlord will be required to submit a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification. The Program Operators will rely on this information when issuing a 1099 form to each payee as required by the IRS. A 1099 form must be issued annually to all participating landlord (payee).

IV. RENT CALCULATION, PAYMENT STANDARDS AND TERM

1. Rent Assistance Calculation

The Program Operators will complete a rental assistance calculation for each eligible household. The calculation will determine each household's initial program subsidy and share of the rent. The initial household rent is equivalent to the maximum subsidy amount allowed under HOME TBRA regulations and is calculated as the difference between 30% of the household's monthly income and the payment standard for the size of the unit. Each household's maximum rent subsidy will vary since the calculation involves the use of individualized factors such as the household's income and household size.

The initial household rent will remain unchanged for the first 6 months of assistance. Thereafter, household rent contributions may be increased if and when the household income increases. When increases in income occur, the Program Operators will complete a rental assistance calculation to include the increase in income within 30 days of receiving confirmation of the change in income. The household's rent contribution will be 30% of the adjusted household income for the duration of the program.

Minimum rent under the TBRA program is set at \$25.00. The minimum tenant payment is used if the maximum subsidy calculation would result in the household paying less than \$25.00 towards the monthly rent.

2. Payment Standards

The TBRA program must use the Garden Grove Housing Authority's (GGHA) current payment standards (**Appendix H**) to calculate monthly rental assistance. The GGHA's payment standards represent the cost of rent and utilities for moderately priced units in Garden Grove. Payment standards are established by bedroom size.

When utilities are included in the cost of renting a unit, that is, the owner assumes responsibility for payment for all utility services, the household's entire share of the housing costs will go directly to the owner.

When the cost of utilities is not part of the rent, that is, the household is directly responsible for payment of utility services, the household's initial share will be determined by subtracting a utility allowance from 30% of the household's total income. The Program Operators must use the Orange County Housing Authority (OCHA) Utility Allowance Schedule (**Appendix I**), as annually adopted by the GGHA, to determine the household's utility allowance. The result of 30% of the household's total income minus the applicable utility allowance is the household's initial share of rent. Each household is responsible for paying their rent share directly to the landlord each month.

If a selected housing unit is subject to contractual, statutory and/or regulatory affordability restrictions, the monthly rental assistance payments will not exceed the difference between the required affordable rent amount for the Housing Unit and 30% of the eligible household's monthly gross income.

3. Term

The Program Operators will provide rental assistance for an initial term of 6 months, which can be extended in 3 month intervals, up to a total six times, for a cumulative term of 24 months. Extensions will be granted at the discretion of the Program Operators and shall be based on continued program compliance and ongoing need.

V. UTILITY AND SECURITY DEPOSITS

1. Utility Deposit Assistance

The Program Operators may provide utility deposit assistance to an eligible household in the full amount of any utility deposit required for (electricity, gas and/or telephone service) to be provided to the utility provider when needed to assist the household in establishing a tenancy. Deposit assistance can only be provided once.

Utility Deposit Assistance may be provided only if the following requirements are met:

- a) Utility deposit assistance is only available where rental assistance is also being provided.
- b) Utility deposit assistance will be paid directly to the landlord or utility provider on behalf of the eligible household.

Utility deposits that are provided to the participating households will be in the form of a grant. Utility deposit refunds must be returned directly to the assisted household.

2. Security Deposit Assistance

As needed, the Program Operators will provide security deposit assistance to eligible households. Such assistance shall be the lesser of;

- a) Two months approved rent for the housing unit; or
- b) The standard security deposit required by the Landlord for non-subsidized tenants.

Security deposit assistance provided to participating households will be in the form of a grant. As such, the landlord can provide a security deposit refund directly to the household. Any disputes involving the return, or lack thereof, of a security deposit shall be settled by the tenant and landlord, as provided for in the lease. Deposit assistance can only be provided once for the duration of the program, including re-entry into the program following a separation.

VI. BI-ANNUAL RE-CERTIFICATION, TERMINATION OF ASSISTANCE AND RETURNING HOUSEHOLDS

1. Bi-annual Recertification

Recertification of income and program eligibility will occur semi-annually. The Program Operators will gather source documentation for participating households to determine annual income. Annual income must be calculated in accordance with 24 CFR part 5.

If the total household income is above 80% AMI, rental assistance must be terminated following a 30-day notification period. For households between 60% and 80% AMI the Program Operators must obtain approval from the City before rental assistance is continued.

2. Termination of Rental Assistance

Assistance can be terminated for the following reasons:

- a) Failure to comply with HEART Program Guidelines and/ or Client Participation Agreements including disengagement in client services.
- b) Eviction from the assisted rental unit based on behavioral issues and/or unlawful activity.
- c) The participant no longer qualifies, based on income eligibility, for assistance at semi-annual re-certification.
- d) Another rental assistance program such as the Section 8, Permanent Supportive Housing (PSH), Tenant-Based or Project-based program will assist the individual. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must terminate.

3. Returning Participant Households

As needed, participants may be allowed to return to the program for either support services, rental assistance or both. A determination to allow re-entry shall be based on the following criteria:

- a) Participants must have left the program in good standing. To be in good standing, participants must have been engaged in their case management plan, voluntarily left the program (not in lieu of termination) or have been released because their household income exceeded eligibility limits. In general, participants will not be allowed to re-enter the program if they were terminated for non-compliance.
- b) At the discretion of the Program Operators, a request for readmission from a non-compliant household may be considered when compelling reasons exist. In such cases, re-admission will require concurrence from the City of Garden Grove.
- c) The participant's previous rental assistance did not exceed 24 months. Cumulatively, participants will only be allowed to receive rental assistance for a maximum of 24 months.

VII. SELF SUFFICIENCY CASE MANAGEMENT SERVICES

The Program Operators will request each eligible household receiving rental assistance payments to participate in Self-Sufficiency Case Management Services (**Appendix J**) administered by the Program Operators. The Self-Sufficiency Program provides participating households with intense case management, which is designed to assist participants move to self-sufficiency within a 12 to 24 month period. Income re-certifications will be completed semi-annually for participating households.

Eligible households that fail to participate in the Self-Sufficiency Program will not be allowed to receive rental assistance extensions.

The Program Operators will use their agencies respective case management models to carry out these services. Although the Program Operators will utilize their own model, the Program Operators will be required to complete certain activities. The key activities are as follows:

1. Review the clients Coordinated Entry packet, specifically the VI-SPDAT, to determine service needs,
2. Development of a comprehensive, individualized service plan,
3. Coordination of services required to implement the plan,
4. Monitoring of client to assess the effectiveness of the plan,
5. Periodic service plan re-evaluation at least every three (3) months and adaptation of the plan, as necessary, and
6. Clear documentation of assessment, plan, and service referrals.

VIII. PERFORMANCE MEASUREMENTS

The City will evaluate the impact of the HEART program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Program Operators. Listed below are the key indicators the program will use to assess the program effectiveness.

Performance Measurements
of individuals receiving tenant based rental assistance.
of individuals receiving case management, including the development of an individualized case management plan.
of individuals who achieved one or more goals from their case management plan.
of individuals who obtained health insurance due to case management services.
of individuals with higher income at program exit than at program entry.
of individuals with more non-cash benefits at program exit than at program entry.
of individuals that successfully complete the program and maintain their housing without assistance.
of individuals that successfully complete the program but need permanent housing assistance.

**APPENDIX A – SAMPLE COORDINATED ENTRY INTAKE FORM AND
VI-SPDAT ASSESSMENT**

Coordinated Entry Intake - Individual

1a. Street Outreach Team or In-Reach Site:	1b. Interviewer's Name:
1c. Survey Date:	1d. Survey Time:
1e. Survey Location (City):	

3. Will you be completing the full assessment?

☐ Yes (CE Intake, VI-SPDAT and Housing Preference Survey)

☐ No (Name Only)

Client Identification

1. First Name:		3. Last Name:	
2. Middle Name:	2a. Suffix:		2b. Alias:
4. Date of Birth: ____/____/____ <input type="checkbox"/> Full DOB reported <input type="checkbox"/> Approximate or partial DOB <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected		5. Social Security Number (last 4 digits): ____ <input type="checkbox"/> Approximate or partial SSN reported <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected	

Client Contact Information – Do you have a number and/or email where I can follow up with you or leave a message?

[illegible]

Client Demographics

<p>8. Gender:</p> <p><input type="checkbox"/> Male</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Transgender Female to Male</p> <p><input type="checkbox"/> Transgender Male to Female</p> <p><input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data not Collected</p>	<p>9. Do you have a disability? (Physical, Developmental, Mental Health, Chronic Health Condition, HIV/AIDS, and/or Substance Use Disorder)</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data Not Collected</p>	<p>10. Have you ever served in the U.S. Armed Forces?</p> <p><input type="checkbox"/> Yes → please administer VA release of information</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data not Collected</p>																		
<p>11. Education Level – What is the highest degree or level of school you have completed? If currently enrolled, highest degree received.</p> <table border="0"> <tr> <td><input type="checkbox"/> No Schooling Completed</td> <td><input type="checkbox"/> 10th Grade</td> <td><input type="checkbox"/> 4-years College Degree</td> </tr> <tr> <td><input type="checkbox"/> Nursery School to 4th Grade</td> <td><input type="checkbox"/> 11th Grade</td> <td><input type="checkbox"/> Graduate School</td> </tr> <tr> <td><input type="checkbox"/> 5th or 6th Grade</td> <td><input type="checkbox"/> 12th Grade, no diploma</td> <td><input type="checkbox"/> Client Doesn't Know</td> </tr> <tr> <td><input type="checkbox"/> 7th or 8th Grade</td> <td><input type="checkbox"/> High School Diploma</td> <td><input type="checkbox"/> Client Refused</td> </tr> <tr> <td><input type="checkbox"/> 9th Grade</td> <td><input type="checkbox"/> GED</td> <td><input type="checkbox"/> Data not Collected</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Post-Secondary School</td> <td></td> </tr> </table>			<input type="checkbox"/> No Schooling Completed	<input type="checkbox"/> 10 th Grade	<input type="checkbox"/> 4-years College Degree	<input type="checkbox"/> Nursery School to 4 th Grade	<input type="checkbox"/> 11 th Grade	<input type="checkbox"/> Graduate School	<input type="checkbox"/> 5 th or 6 th Grade	<input type="checkbox"/> 12 th Grade, no diploma	<input type="checkbox"/> Client Doesn't Know	<input type="checkbox"/> 7 th or 8 th Grade	<input type="checkbox"/> High School Diploma	<input type="checkbox"/> Client Refused	<input type="checkbox"/> 9 th Grade	<input type="checkbox"/> GED	<input type="checkbox"/> Data not Collected		<input type="checkbox"/> Post-Secondary School	
<input type="checkbox"/> No Schooling Completed	<input type="checkbox"/> 10 th Grade	<input type="checkbox"/> 4-years College Degree																		
<input type="checkbox"/> Nursery School to 4 th Grade	<input type="checkbox"/> 11 th Grade	<input type="checkbox"/> Graduate School																		
<input type="checkbox"/> 5 th or 6 th Grade	<input type="checkbox"/> 12 th Grade, no diploma	<input type="checkbox"/> Client Doesn't Know																		
<input type="checkbox"/> 7 th or 8 th Grade	<input type="checkbox"/> High School Diploma	<input type="checkbox"/> Client Refused																		
<input type="checkbox"/> 9 th Grade	<input type="checkbox"/> GED	<input type="checkbox"/> Data not Collected																		
	<input type="checkbox"/> Post-Secondary School																			

Client Name: _____

12. Which category best describes your race? (Check All that Apply): <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> American Indian/Alaska native <input type="checkbox"/> White <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected	13. Which category best describes your ethnicity? <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Hispanic <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data Not Collected
--	--

Location – On a regular day, where is it easiest to find you?

14. On a regular day, where is it easiest to find you? <input type="checkbox"/> Street <input type="checkbox"/> Vehicle <input type="checkbox"/> Abandoned building <input type="checkbox"/> Bus/train/subway station/airport <input type="checkbox"/> Drop In Center <input type="checkbox"/> Day services center <input type="checkbox"/> Soup Kitchen <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Transitional Housing <input type="checkbox"/> Permanent Housing <input type="checkbox"/> Clinic/Hospital – Health <input type="checkbox"/> Clinic/Hospital – Mental Health <input type="checkbox"/> Clinic/Hospital – Substance Abuse <input type="checkbox"/> Jail, prison, or juvenile detention facility <input type="checkbox"/> Family or friend's room, apartment, condo, or house <input type="checkbox"/> Foster care or group home <input type="checkbox"/> Other (specify): _____	14a. Intersection:
	14b. Landmark:
	14c. City:
	14d. Zip Code:

NOTES:

--

Client Name: _____

VI-SPDAT for Single Adults, American Version 2.0 – obtained from <http://www.orgcode.com/>

IF THE PERSON IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.		
HISTORY OF HOUSING AND HOMELESSNESS		
1. Where do you sleep most frequently? <input type="checkbox"/> Shelters <input type="checkbox"/> Transitional Housing <input type="checkbox"/> Safe Haven <input type="checkbox"/> Outdoors <input type="checkbox"/> Others (specify): _____ <input type="checkbox"/> Refused	Address: 1a. Intersection: 1b. Landmark: 1c. City: _____ 1d. Zip Code: _____ <input type="checkbox"/> Same as above	
IF THE PERSON ANSWERS ANYTHING OTHER THAT SHELTER, TRANSITIONAL HOUSING, OR SAFE HEAVEN , THEN SCORE 1.		
2. How long has it been since you lived in permanent stable housing? 3. In the past three years, how many time have you been housed and then homeless again? 4. In the last three years, what is the total number of months spent homeless on the streets, in an emergency shelter, or place not meant for human habitation?		_____ _____ _____
IF THE PERSON HAS EXPERIENCED 12 OR MORE MONTHS OF HOMELESSNESS (CONSECUTIVE OR NOT), AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.		
Page Total A:		/3
RISKS		
5. In the past six months, how many times have you... a. Received health care at an emergency department/room? b. Taken an ambulance to the hospital? c. Been hospitalized as an inpatient? d. Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotline? e. Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? f. Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between?		_____ _____ _____ _____ _____ _____
IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE .		
6. Have you been attacked or beaten up since you've become homeless? 7. Have you threatened to or tried to harm yourself or anyone else in the last year?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused
IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM .		
8. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult for you to rent a place to live?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused
IF YES , THEN SCORE 1 FOR LEGAL ISSUES .		

Client Name: _____

9. Does anybody force or trick you to do things that you do not want to do? ☐ Yes ☐ No ☐ Refused

10. Do you ever do things that may be considered risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF EXPLOITATION.

SOCIALIZATION & DAILY FUNCTIONING

11. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ Yes ☐ No ☐ Refused

12. Do you get any money from the government, a person, an inheritance, working under the table, a regular job, or anything like that? ☐ Yes ☐ No ☐ Refused

IF YES TO QUESTION 11 OR NO TO QUESTION 12, THEN SCORE 1 FOR MONEY MANAGEMENT.

13. Do you have planned activities, other than just surviving that make you feel happy and fulfilled? ☐ Yes ☐ No ☐ Refused

IF NO, THEN SCORE 1 FOR MEANINGFUL DAILY ACTIVITY.

14. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water, and other things like that? ☐ Yes ☐ No ☐ Refused

IF NO, THEN SCORE 1 FOR SELF-CARE.

15. Is your current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family or friends caused you to become evicted? ☐ Yes ☐ No ☐ Refused

IF YES, THEN SCORE 1 FOR SOCIAL RELATIONSHIPS.

Page Total B: /8

WELLNESS

16. Have you ever had to leave an apartment, shelter program or other place you were staying because of your physical health? ☐ Yes ☐ No ☐ Refused

17. Do you have any chronic health issues with your liver, kidneys, stomach lungs or heart? ☐ Yes ☐ No ☐ Refused

18. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ Yes ☐ No ☐ Refused

19. Do you have any physical disabilities that would limit the type of housing you could assess, or would make it hard for you to live independently because you'd need help? ☐ Yes ☐ No ☐ Refused

20. When you are sick or not feeling well, do you avoid getting help? ☐ Yes ☐ No ☐ Refused

21. FOR FEMALE RESPONDENTS ONLY: Are you currently pregnant? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

22. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☐ Yes ☐ No ☐ Refused

23. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR SUBSTANCE USE.

Client Name: _____

24. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program, or other place you were staying, because of:

a. A mental health issue or concern?

☐ Yes ☐ No ☐ Refused

b. A past head injury?

☐ Yes ☐ No ☐ Refused

c. A learning disability developmental disability, or other impairment?

☐ Yes ☐ No ☐ Refused

☐ Yes ☐ No ☐ Refused

25. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help?

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR MENTAL HEALTH.

IF THE RESPONDENT SCORE 1 FOR PHYSICAL HEALTH AND 1 FOR SUBSTANCE USE AND 1 FOR MENTAL HEALTH, SCORE 1 FOR TRI-MORBIDITY.

26. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking?

☐ Yes ☐ No ☐ Refused

27. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication?

☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR MEDICATIONS.

28. YES or NO: Has your current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you have experienced?

☐ Yes ☐ No ☐ Refused

IF YES, SCORE 1 FOR ABUSE AND TRAUMA.

Page Total C: /6

Scoring Summary

	Subtotal	Results	
Page Total A		Score	Recommendations
Page Total B		0-3	No housing intervention
Page Total C		4-7	Assessment for Rapid Rehousing
Grand Total		8+	Assessment for Permanent Supportive Housing

APPENDIX B – PROGRAM APPLICATION

**CITY OF GARDEN GROVE
HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)
APPLICATION FOR RENTAL ASSISTANCE**

APPLICANT NAME:

Current Address:

City, State, Zip Code:

Home Phone:

Alternate Phone:

Email Address:

HOUSEHOLD COMPOSITION

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.)

Member's Full Name	Relationship	Birthdate	Age	Sex	Social Security No.

PREFERENCE

Does the applicant meet any of the eligibility preferences?

- ☐ Individuals that score between 4 and 7 on the VI-SPDAT;
- ☐ Individuals that score an 8 and above on the VI-SPDAT but do not have a disabling condition keeping them from maintaining housing and employment.

ELIGIBILITY REQUIREMENTS

Eligibility is limited to individuals and families who meet the HUD Definition of homelessness as identified under the ESG Program (24 CFR 576.2) and meets the Garden Grove live/work preference.

The household qualifies for the programs Garden Grove live/work preference by:

- ☐ Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove;
- ☐ Regularly receiving supportive services from a provider located in Garden Grove;
- ☐ Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- ☐ Holding a job in Garden Grove;

- ☐ Attending an education program meant to lead to self- sufficiency in Garden Grove (certificate/degree/diploma program);
- ☐ Children attending school located in Garden Grove;
- ☐ Living in your shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

INCOME INFORMATION

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

ASSET INFORMATION

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (e.g.bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the [Program Administrator] to verify all information provided on this application.

Head of Household Signature	Date	Other Member Signature	Date
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APPENDIX C - HOMELESS CERTIFICATION FORM

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

HUD's DEFINITION of HOMELESSNESS and CERTIFICATION

Household Name: _____ Date: _____

This is to certify the above individual or household is currently homeless based on the category checked and required documentation. ****THE GENERAL HOMELESS CERTIFICATION MUST BE COMPLETED FOR EACH HOUSEHOLD.**

****GENERAL HOMELESS CERTIFICATION**

*****Category 1 is eligible for Rapid Re-housing Assistance under the HEART Program***

CATEGORY 1: Literally Homeless

- ☐ Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; **or**
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs).
- To certify homeless status for the above, must provide documentation of 1 of the following:**
- ☐ Written observation by the outreach worker; **or**
 - ☐ Written referral by another housing or service provider; **or**
 - ☐ Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter (Form No. 5).
- ☐ Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution (**documentation must include one of the above forms of evidence AND 1 of the following**).
- ☐ Discharge paperwork **or** written/oral referral; **or**
 - ☐ Written record of intake worker's due diligence to obtain above evidence **and** certification by individual that they exited institution (Form No. 5).

*****Categories 2 thru 4 are considered "homeless" but receive assistance under Prevention***

CATEGORY 2: Imminent Risk of Homelessness

- ☐ Individual or family who will imminently lose their primary nighttime residence, provided that:
- (i) Residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.

Documentation must include 1 of the following:

- ☐ A court order resulting from an eviction action notifying the individual or family that they must leave; **or**
- ☐ For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay (Form No. 5); **or**
- ☐ A documented and verified oral statement.

In addition to 1 of the above, documentation must include BOTH of the following:

- ☐ Certification that no subsequent residence has been identified (Form No. 5); **AND**
- ☐ Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing (Form No. 5).

CATEGORY 3: Homeless under Other Federal Statutes

- ☐ Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under the other listed federal statutes;
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
 - (iii) Have experienced persistent instability as measured by 2 moves or more during the preceding 60 days; **and**
 - (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Documentation must include all of the following:

- ☐ Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; **and**
 - ☐ Certification of no public housing in the last 60 days; **and**
 - ☐ Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved 2 or more times in the past 60 days; **and**
 - ☐ Documentation of special needs **or** 2 or more barriers.
-

CATEGORY 4: Fleeing/Attempting to Flee Domestic Violence

- ☐ Any individual or family who:
- (i) Is fleeing, or is attempting to flee, domestic violence;
 - (ii) Has no other residence; **and**
 - (iii) Lacks the resources or support networks to obtain other permanent housing

Documentation required:

For victim service providers:

- ☐ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification (Form No. 5) **or** a certification by the intake worker.

For non-victim service provider (must document all of the following):

- ☐ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification (Form No. 5) **or** by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; **and**
 - ☐ Certification by the individual or head of household that no subsequent residence has been identified (Form No. 5); **and**
 - ☐ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing (Form No. 5).
-

Intake Staff Signature: _____

Date: _____

APPENDIX D – GARDEN GROVE LIVE/WORK PREFERENCE FORM HOMELESS

GARDEN GROVE HOMELESS CERTIFICATION & LIVE/WORK REQUIREMENTS

To qualify for Garden Grove funded services, the individual or family **must** meet the Garden Grove live/work preference and meet one of the four categories identified in HUD's homeless definition. To meet these requirements, agencies must complete the standard Declaration of Homelessness Status Form and verify the participant meets one of the live/work preference requirements listed below.

Part 1

Complete the standard Declaration of Homelessness Form and check the corresponding box below.

- ☐ **Category 1:** Person or household lacks a fixed, regular, and adequate nighttime residence.
- ☐ **Category 2:** Person or household who will imminently lose their primary nighttime residence.
- ☐ **Category 3:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition.
- ☐ **Category 4:** A person or household that is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individuals of households primary residence or has made the individual or household afraid to return to their primary residence.

Part 2

Verify the person or household meets the Garden Grove live/work preference by checking one of the boxes. The live/work requirement must be verified by a third party and documented in writing. If the supporting documentation included in the standard Declaration of Homelessness Form meets this requirement, no additional work will be needed, merely check the corresponding box.

- ☐ Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove.
- ☐ Regularly receiving supportive services from a provider located in Garden Grove.
- ☐ Staying in a park/streets/other location in Garden Grove and documented by an outreach team.
- ☐ Holding a job in Garden Grove.
- ☐ Attending an education program meant to lead to self- sufficiency in Garden Grove.
- ☐ Children attending school located in Garden Grove.
- ☐ Living in your shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

APPENDIX E – RENTAL ASSISTANCE CONTRACT

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Telephone Number:	UNIT NO. & ADDRESS	TENANT NAME
--	--------------------	-------------

This HOME Rental Assistance Contract ("Contract") is entered into between _____ "Program Administrator" and the Tenant identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of the Contract shall begin on _____ and terminate at the end of six months.

2. SECURITY DEPOSIT

- A. The Program Administrator will pay a security deposit to the Landlord in the amount of \$_____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND PROGRAM ADMINISTRATOR

- A. *Initial Rent.* The Program Administrator will provide rental assistance for an initial term of 6 months, which can be extended for additional periods of up to 3 months each, up to a total, cumulative term not to exceed 24 months in a three year period, all at the discretion of the Program Administrator. The initial total monthly rent payable to the Landlord for the six months of this Contract is \$_____.
- B. *Rent Adjustments.* During the first 60 days of occupancy in the unit, the Tenant contribution toward rent, as identified in *C. Tenant Share of the Rent*, will remain unchanged. Each month thereafter, the rental assistance payment amount paid on behalf of the Tenant may be reduced by \$100. When the rental assistance payment is reduced, the Tenant is responsible for making up the difference in the payment. Tenants may request suspensions of their monthly rent increases. All requests will be reviewed by the Program Administrator and granted at their sole discretion. In evaluating whether or not to grant a request to suspend a

proposed rental assistance payment decrease the Program Administrator shall consider the family's ability to make additional rental payments, extenuating life circumstances, unplanned expenses, and/ or unexpected loss of income.

- C. *Tenant Share of the Rent.* Initially, the Tenant's share of the rent shall be \$_____.
- D. *Program Administrator Share of the Rent.* Initially, the Program Administrator's share of the rent shall be \$_____. Neither the Program Administrator nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Program Administrator's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract. Further, the Program Administrator's obligation is subject to execution of a written agreement under which the City of Anaheim commits HOME funds to Program Administrator pursuant to the HOME Regulations set forth at 24 CFR part 92, and specifically in accordance with the definition of "commitment" set forth in 24 CFR 92.2.

Notice to TBRA Tenants:

In order to be eligible to receive rental assistance through the HOME TBRA Program, all Tenants must participate in a Self-Sufficiency Program which is authorized and/or conducted by Program Administrator.

Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months in a three year period.

Do not enter into a Lease Agreement unless the rental unit has been inspected for compliance with HQS requirements and approved by Administrator.

_____(Tenant's Initials)

LANDLORD'S CHECK TO BE MAILED TO: SS NO. _____

NAME(S) _____

ADDRESS _____

SIGNATURE OF PROGRAM ADMINISTRATOR DATE

SIGNATURE OF TENANT DATE

APPENDIX F – LEASE ADDENDUM

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

Administrator:**Contract/RSP Number:**

Administrator Address:**Phone:**

Tenant Name:

Unit Address:**Number of Bedrooms:**

Landlord Name:

Landlord Address:**Phone:**

Purpose of Lease Addendum. Tenant has been approved to receive rental assistance under the HOME Investment Partnerships (HOME) Program Tenant-Based Rental Assistance (TBRA) Activity administered by Administrator on behalf of the City of Garden Grove. The Lease for the above-referenced rental unit is hereby amended to include the provisions of this Lease Addendum, as follows:

1. **Conflict with Other Provisions of the Lease.** In the event of any conflict between the provisions of this Lease Addendum and any sections of the Lease, the provisions of this Lease Addendum prevail.
2. **Terms of Lease.** The rental term of the Lease begins on: _____ / _____ / _____ and terminates on _____ / _____ / _____, unless it is terminated sooner by one of the following events:
 - A. The Lease is terminated by Landlord in accordance with applicable state and local laws; or
 - B. The Lease is terminated by Tenant in accordance with the Lease; or
 - C. The Lease is terminated by mutual agreement of Landlord and Tenant during the term of the Lease; or
 - D. The HOME Rental Assistance Contract between Tenant and Administrator is terminated.
3. **Rental Assistance Payment.** The Program Administrator will provide rental assistance for an initial term of 6 months, which can be extended for additional periods of up to 3 months each, up to a total, cumulative term not to exceed 24 months in a three year period, all at the discretion of the Program Administrator. The initial total monthly rent payable to the Landlord for the first two months of this Lease Addendum is \$ _____.
 - A. **Payment Conditions.** The right of the owner to receive payments under this Lease Addendum shall be subject to compliance with all of the provisions of the Lease. The Landlord shall be paid under this Lease Addendum on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

-
1. the Lease unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Lease unit is leased to and occupied by the Tenant named above in this Lease Addendum.
 3. the Landlord has not received and will not receive any payments as rent for the Lease unit other than those identified in this Lease Addendum.
 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- B. *Overpayments.* If the Program Administrator determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Program Administrator may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Contract.
4. **Security Deposit.**
- A. Administrator has paid: \$_____ directly to Landlord to be held as a Security Deposit paid on behalf of Tenant. Landlord will hold the Security Deposit during the period in which Tenant occupies the rental unit under the Lease. Landlord will comply with state and local laws regarding interest earned on Security Deposits.
- B. After Tenant's household has vacated the rental unit, Landlord may use the Security Deposit as reimbursement for rent or toward any other amounts payable by Tenant under the Lease, in accordance with state and local laws. Landlord will provide Tenant a written list specifying all damages, items, and amounts charged against the Security Deposit. Any Security Deposit amount remaining after the reimbursement to Landlord has been deducted shall be promptly refunded directly to Tenant.
- C. The Landlord shall immediately notify the Program Administrator when the Tenant has moved from the Leased unit.
5. **Utilities and Appliances.** Utilities and appliances are provided as indicated in the following table:

Description of Utility or Appliance	Included in Rent?		Paid for or Provided by	
Heating (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Oil	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Air Conditioning	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Cooking (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Other Electric	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Water Heating (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

Description of Utility or Appliance	Included in Rent?		Paid for or Provided by	
Water	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Sewer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Trash Collection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Range	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Refrigerator	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

6. **Household Members.** ALL Household members authorized to live in this rental unit are listed below. Tenant may not permit other persons to join the household without notifying Administrator and obtaining Landlord's permission.

Full names of ALL household members:

1.	5.
2.	6.
3.	7.
4.	8.

7. **Housing Quality Standards.** The Landlord agrees to maintain and operate the Lease unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.

The Program Administrator shall have the right to inspect the Lease unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

If the Program Administrator determines that the Landlord is not meeting these obligations, the Program Administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the Program Administrator's share of the rent and/or terminate the Lease.

8. **Termination of Tenancy.** Landlord may evict Tenant for cause in accordance with HOME Program requirements and applicable state and local statute. Landlord must provide all required notices to Tenant and provide copies of such notices to Administrator. Landlord must notify Tenant and Administrator in writing when eviction proceedings begin.
9. **Prohibited Lease Provisions.** The following provisions may not be included in or applied to the Lease, and may not be enforced by Landlord:
- A. *Confession of Judgment.* Tenant may not be required to consent to be sued, to admit guilt, or to accept or acknowledge a judgment in favor of Landlord in a lawsuit brought in connection with the Lease.

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

- B. *Treatment of Property.* Tenant may not be required to agree that Landlord may take or hold Tenant's property, or sell such property without notice to Tenant and a court decision on the rights of the parties.
- C. *Excusing Landlord from Responsibility.* Tenant may not be required to excuse Landlord or Landlord's agent from his/her legal responsibility for any action or failure to act, whether intentional or negligent.
- D. *Waiver of Legal Notice.* Tenant may not be required to agree that Landlord may institute a lawsuit without notice to Tenant.
- E. *Waiver of Court Proceedings for Eviction.* Tenant may not be required to agree that Landlord may evict Tenant and/or Tenant's family prior to:
 - i. the initiation of civil court proceedings in which the family has the opportunity to present a defense; or
 - ii. the receipt of a decision by the court on the rights of the parties.
- F. *Waiver of Jury Trial.* Tenant may not be required to authorize Landlord to waive Tenant's right to a trial by jury.
- G. *Waiver of Right to Appeal Court Decision.* Tenant may not be required to authorize Landlord to waive Tenant's right to appeal a court decision or waive Tenant's right to sue to prevent a judgment from being put into effect.
- H. *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Tenant may not be required to agree to pay attorney fees or other legal costs in the event Landlord files civil suit.
- I. *Mandatory supportive services.* Landlord may not require agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

10. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Program Administrator, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Program Administrator and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

11. PROGRAM ADMINISTRATOR AND HUD ACCESS TO LANDLORD RECORDS

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

A. The Landlord shall provide any information pertinent to this Lease which the Program Administrator or HUD may reasonably require.

B. The Landlord shall permit the Program Administrator or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Lease Addendum.

12. RIGHTS OF PROGRAM ADMINISTRATOR IF LANDLORD BREACHES THE LEASE ADDENDUM

A. Any of the following shall constitute a breach of the Lease Addendum:

1. If the Landlord has violated any obligation under this Lease Addendum; or
2. If the Landlord has demonstrated any intention to violate any obligation under this Lease Addendum; or
3. If the Landlord has committed any fraud or made any false statement in connection with the Lease Addendum, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

B. The PHA's right and remedies under the Lease include recovery of overpayments, termination or reduction of payments, and termination of the Lease. If the Program Administrator determines that a breach has occurred, the Program Administrator may exercise any of its rights or remedies under the Lease Addendum. The Program Administrator shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.

C. Any remedies employed by the Program Administrator in accordance with this Lease Addendum shall be effective as provided in a written notice by the Program Administrator to the Landlord. The Program Administrator's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. RELATION TO THIRD PARTIES

A. The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Lease Addendum, or as a result of any other action or failure to act by the Landlord.

B. The Landlord is not the agent of the Program Administrator and this Lease Addendum does not create or affect any relationship between the Program Administrator and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Lease Addendum.

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

C. Nothing in this Lease Addendum shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Lease Addendum or to assess any claim against HUD, the Program Administrator or the Landlord under this Lease Addendum.

14. CONFLICT OF INTEREST PROVISIONS

A. No employee of the Program Administrator who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this Lease Addendum or in any proceeds or benefits arising from the Lease Addendum or to any benefits which may arise from it.

15. TRANSFER OF THE LEASE ADDENDUM

A. The Landlord shall not transfer or assign this Lease Addendum in any manner, without the prior written consent of the Program Administrator. The Program Administrator shall give its consent to a transfer or assignment if the transferee agrees in writing (in a form acceptable to the Program Administrator) to comply with all terms and conditions of this Lease Addendum.

16. ENTIRE AGREEMENT: INTERPRETATION

A. This Lease Addendum contains the entire agreement between the Landlord and the Program Administrator. No changes in this Lease Addendum shall be made except in writing signed by both the Landlord and the Program Administrator.

B. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

17. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Lease Addendum during the Lease Addendum term.

B. The individual executing this Lease Addendum on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	Tenant (Type or Print):
(Signature/Date)	(Signature/Date)

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

--

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Landlord

Date

Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.

APPENDIX G – IRS FORM W-9

APPENDIX H – GGHA PAYMENT STANDARDS

PAYMENT STANDARDS FOR AREA-WIDE PHAS

GGHA: Effective 11/1/18 for New Leases and 12/1/18 for Annuals

Bedroom Size	FMR's 10/1/18	GGHA NL 11/1/18 A 12/1/18	AHA Effective 10/1/18		SAHA 10/1/18	OCHA Effective 10/1/18		
			Regular	92808 Zip Code		Basic (1)	Central (2)	Restricted (3)
SRO*	1061	N/A	1061	1168	1040	1058	1058	1058
0	1415	1316	1415	1557	1387	1410	1410	1410
1	1632	1518	1714	1796	1599	1526	1656	1789
2	2037	1894	2037	2241	1996	1885	2016	2125
3	2862	2662	2862	3149	2748	2643	2779	2997
4	3304	3040	3304	3635	3172	3052	3052	3052
5	3800	3496	3800	4180	3648	3510	3510	3510
6	4296	3951	4296	4726	4123	3968	3968	3968

The FMRs for unit sizes larger than 4 BRs are calculated by adding 15% to the 4 BR FMR for each extra bedroom

AHA's New payment standards are set at 100% of FMR except one bedroom set at 105%; and are set at 110% for zip code 92808

As of 2/1/15 OCHA has three payment standards.

Basic Payment Standards: *The following cities qualify for Basic Payment Standards: Brea, Buena Park, Cypress, Fullerton, Laguna Woods, La Habra, La Palma, Los Alamitos, Orange, Placentia, Seal Beach, Stanton, Villa Park, Westminster, Yorba Linda, and unincorporated areas (e.g. Midway City) north of the 55 freeway.*

Central Payment Standards: *The following "central coast" cities qualify for Central Payment Standards: Costa Mesa, Fountain Valley, and Huntington Beach.*

Restricted Payment Standards: *The following "high rent areas" of the county qualify for Restricted payment Standards: Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Rancho Santa Margarita, San Juan Capistrano (including Capistrano Beach), San Clemente, Tustin, and unincorporated areas south of the 55 freeway.*

SAHA-Portability only

APPENDIX I – GGHA UTILITY ALLOWANCE

2019 Utility Allowance Schedule

The following Utility Allowances will be used by the Orange County Housing Authority (OCHA) for administration of the Housing Choice Voucher Program effective October 1, 2018.

Bedroom	0	1	2	3	4	5+
Gas						
Cooking	4	4	6	8	10	12
Heating	17	19	22	23	26	28
Water Heating	9	11	15	21	27	32
Electric						
Basic	25	29	43	58	74	91
Cooking	5	6	12	16	20	24
Heating	18	21	23	26	31	39
Water Heating	17	21	29	35	41	47
Other						
Water	32	34	47	66	86	105
Trash/Sewer	29					
Refrigerator	9					
Stove	7					

Orange County Housing Authority

1770 N. Broadway, Santa Ana CA. 92706 * Phone (714) 480-2700 FAX (714) 480-2945

APPENDIX J – SELF-SUFFICIENCY CASE MANAGEMENT POLICIES AND PROCEDURES

Appendix J - Self Sufficiency Case Management Policies and Procedures

Overview

The City of Garden Grove's (City) Homeless Emergency Assistance Rental Transition (HEART) Program (Program) is focused on assisting homeless household's secure supportive services and housing. Primarily, the program will serve:

- Individuals that score between a 4 and 7 on the VI-SPDAT and; or
- Individuals that score an 8 or above on the VI-SPDAT, but do not have a debilitating condition that would keep them from maintaining housing and employment.

To facilitate the delivery of HEART services, the City published a Request for Proposals (RFP) and to select two Program Operators (Operators) to administer the program through FY 2019-20. The goal of the program is to assist 20 individuals (10 each) in the first 12 months of operation.

The Program aims to provide tenant based rental assistance and self-sufficiency case management services to homeless households. During their time in the Program, households will work closely with a case manager to secure housing, develop an individualized service plan, and implement the plan in order to maintain housing after rental subsidy ceases.

Operators will request each eligible household receiving rental assistance payments to participate in self-sufficiency case management services. The self-sufficiency program provides participating households with intense case management, which is designed to assist participants move to self-sufficiency within a 12 month period, with the option to extend the Program an additional 12 months upon City approval.

The case management component is funded with Low/Moderate-Income Housing Trust Fund (LMIHTF) money and the housing component is funded with HOME funds. The HOME funds will be used to provide tenant-based rental assistance, for up to 24 months.

If the participating household's income exceeds the very low (50% AMI) income limits, the Operators must receive City approval to continue providing services. Eligible households that fail to participate in the Self –Sufficiency Program will not be allowed to receive rental assistance extensions.

The Operators will use their agency's respective case management models to carry out these services. Although the Operators will utilize their own models, they will be required to complete certain activities which are identified in the following sections.

Outreach and Program Referral

Prospective tenants for the program may be referred to the Operators through CES, or through the course of the Operators individual outreach and intake procedures. If being referred via CES, Operators must attempt to contact the individual within five (5) business days of the receipt of the referral. As part of the intake process, the Operators will complete a Coordinated Entry Intake form (**Attachment A**) for each member of the household, as well as review the individuals CES packet for completeness. If the packet is not complete, the Operators will be required to gathering the missing documentation in preparation for program acceptance.

Housing History and Search

As soon as a household is enrolled, the Operator will begin to work with the participant to identify housing history, barriers and goals, and identify housing. The Operator is responsible for assisting participants with the following:

- Assist participants in housing search which may include providing transportation to units (if needed)
- Help participants complete rental application paper work and submit to leasing agents
- Assist participants with preparing to make personal contact with landlords (including dress, cleanliness, and presentation) when applying for housing.
- Assist participants to follow up with landlords, once a unit is identified to ensure paperwork needed to secure the unit and move in is complete.

During this time, most of the focus of the case management relationship is on the housing search. However, participants may need other supports, including assistance gaining income, handling health or mental health issues, or other needs.

Case Management Approach

The self-sufficiency case management shall provide the support necessary to help the household retain housing once it is secured, to secure resources and make connections in the community that can sustain them after the program is over. The program is intended to be compassionate, individualized and "Housing First" oriented. Nonetheless, to achieve the income levels or other supports needed to sustain housing, participants are expected to be actively engaged in whatever self-determined goals they have set in their individualized service plan.

Using the VI-SPDAT as a guide, the Operator's staff will work with the households to develop an Individualized Service Plan (**Attachment A**). The individualized service plan is prepared at the time of move-in and should be updated as frequently as necessary to reflect changing situations. The plan outlines the household's goals to stabilize in their housing in key areas. Some examples of key areas are the following:

- Increase income through employment, benefits or a combination of the two, as needed to sustain housing
- Outpatient physical and/ or mental health services
- Outpatient substance abuse treatment services
- Landlord mediation and credit building
- Transportation assistance
- Education services including consumer education, health education, substance abuse prevention, literacy, ESL and GED
- Employment assistance and job training
- Life skills training such as budgeting, money management, household management, nutrition, and other skills that may never have been learned or have been lost
- Other self-established priorities

Supportive Service Referral Procedures

A household's need for supportive services will be addressed in case management sessions. The program operator's staff will be trained on resources that are available in the community and have access to electronic and other resource guides.

Once a need is identified, the Operator will provide the household with a list of resource referrals, primary contact information and any other important information related to accessing the service. Households with a lower level of acuity may opt to access the resource on their own. Households with a higher level of acuity may be provided additional support to access the resource including arranging appointments and transportation to the service site. Households may be provided transportation assistance via a bus voucher or gas card, as funding permits.

Once the Operator has provided a household with a resource referral they will include this referral in their case management meeting notes. At the subsequent case management session, the programs operator's staff will inquire as to the success of the resource connection. Here they will address and problem solve any remaining challenges that may hinder the households ability to access the resource and provide additional support where and as needed. The Operator will note the outcome of each resource referral in both the case notes and in the HMIS record.

Case Management Meetings

The frequency of case management meetings is determined by each households need. Operator's staff will meet with households a minimum of once bi-monthly. These meetings are mandatory and a participant can request more frequent meetings. Case Management meetings should be face-to-face and held in a safe and private location. If the Operator's staff is unable to meet with the client and, instead, connects with them over the phone, the reason must be documented in the case file.

These meetings will be used to assist household in obtaining appropriate supportive services, as well as connect them to other federal, state, local and private benefits and services for which they may be eligible. Households will work closely with Operators to set individualized service goals and create a plan to maintain housing.

Case Management Files, HMIS and Reporting

The following outlines policies for Case Management Files and Data Collection.

- All HUD mandated information will be entered into the HMIS system per 211 OC requirements.
- At program entry, households will complete a standard HMIS intake form and sign an HMIS Consent form that is kept in the case file.
- Case Management Databases will be updated at least monthly
- Quarterly data reviews will be conducted to ensure data quality and to evaluate program effectiveness.
- All case management information must be kept confidential and information should not be disclosed to anyone outside the program operators staff without a signed disclosure form
- All client's personal information should be protected and only shared even among program operator staff when necessary to ensure the client receives quality assistance
- All meetings must be documented in case notes and include:
 - date of meeting
 - overview of meeting content
 - observations/concerns
 - status of service plan progress and goals
 - staff initials
- Case notes should clearly connect to the households stated housing and other goals.
- All supportive services received by households must be clearly documented in their case file.
- Operators will maintain adequate records of services in sufficient detail to demonstrate compliance with the policies and procedures of the program. These records shall be retained for 7 years from the date service provision stops.

Termination of Assistance

Rental assistance and case management services can be terminated for the following reasons:

- Failure to comply with HEART Program Guidelines and/ or Client Participation Agreements including disengagement in client services.
- Eviction from the assisted rental unit based on behavioral issues and/or unlawful activity.
- The participant no longer qualifies, based on income eligibility, for assistance at semi-annual re-certification.

Another rental assistance program such as the Section 8, Permanent Supportive Housing (PSH), Tenant-Based or Project-based program will assist the individual. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must terminate.

Performance Measurements

The City will evaluate the impact of the HEART program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Operators. Listed below are the key indicators the program will use to assess the program effectiveness.

Performance Measurements
of individuals receiving tenant based rental assistance.
of individuals receiving case management, including the development of an individualized case management plan.
of individuals who achieved one or more goals from their case management plan.
of individuals who obtained employment or enrolled in an educational/ training program.
of individuals who obtained health insurance due to case management services.
of individuals with higher income at program exit than at program entry.
of individuals with more non-cash benefits at program exit than at program entry.
of individuals that successfully complete the program and maintain their housing without assistance for at least 12 months.
of individuals that successfully complete the program but need permanent housing assistance.

Attachment A – Individualized Service Plan Tool

Strengths Assessment

Today's Date: ____/____/____

Member's Full Name: _____

Case Manager's Full Name: _____

Updated Month When Updated Assessment Due: ☐ Jan ☐ Feb ☐ March ☐ April ☐ May ☐ June ☐ July ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

Aspirations and Desires: (What do I want?)	Current Status:	Personal and Social Resources: (What have I used in the past?)	Current Challenges:	How Can Staff Assist:	Family/Collateral Support: If yes, how?
Housing					<input type="checkbox"/> Release of information obtained
Transportation					
Vocational/Educational					
Money Management					
Legal					

Strengths Assessment

Aspirations and Desires: (What do I want?)	Current Status:	Personal and Social Resources: (What have I used in the past?)	Current Challenges:	How Can Staff Assist:	Family/Collateral Support:
Personal Relationships / Social Support (Past/Current)					
Wellness/Recovery (Medical, dental, vision, mental, substance use)					
Leisure/Spiritual/Hobbies					

_____/____/____
Member's Signature & Date

_____/____/____
Case Manager's Signature & Date

Personal Goal Plan

Member's Full Name: _____

Today's Date: ____/____/____

Case Manager's Full Name: _____

Planned Frequency of Contact: _____

Update month when updated goals are due: ☐ Jan ☐ Feb ☐ March ☐ April ☐ May ☐ June ☐ July ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

My Long Term Goal (Client Quotes):

Smart Goals: Specific, Measurable, Attainable, Realistic, Time bound

Short-Term Goal(s):	Client Will Participate By:	Advocate Will Participate By:	Family/Collateral/Social Supports to Help with Goal: How:	Goal Outcomes:
				What Worked? What Didn't Work? Initial: Date:
				What Worked? What Didn't Work? Initial: Date:
				What Worked? What Didn't Work? Initial: Date:
				What Worked? What Didn't Work? Initial: Date:

Member's Signature & Date _____/____/____

Case Manager's Signature & Date _____/____/____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution approving the issuance of bonds by the Golden State Finance Authority (GSFA) for the benefit of Sungrove Garden Grove AR, L.P. to assist with the financing of an existing 82-unit senior affordable housing project, Sungrove Senior Apartments, located at 12811 Garden Grove Boulevard, Garden Grove. (<i>Action Item</i>)		
		Date:	8/27/2019

OBJECTIVE

The purpose of this report is to request the City Council to conduct a public hearing under the requirements of Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") and the Internal Revenue Code of 1986, as amended, regarding the adoption of a resolution approving the issuance of Bonds by the Golden State Finance Authority ("GSFA") for the benefit of Sungrove Garden Grove AR, L.P. ("Developer" and "Borrower"). This public hearing and resolution are solely for the purposes of satisfying the requirements of TEFRA, the Code, and California Government Code Section 6500, *et seq.*

BACKGROUND

The Borrower has requested GSFA serve as the municipal issuer to adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued in an aggregate principal amount not to exceed \$12,000,000 ("Bonds") for the acquisition, rehabilitation, and equipping of a senior affordable housing project of 82 apartment units located at 12811 Garden Grove Boulevard, Garden Grove, California, generally known as Sungrove Senior Apartments ("Project") and operated by Western National Property Management.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Garden Grove ("City") must conduct a public hearing ("TEFRA Hearing") providing

for the members of the community an opportunity to speak in favor of, against, or neutral to the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable public notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

DISCUSSION

The Project as proposed to be financed with the Bonds, and to be undertaken and operated by Sungrove Garden Grove AR, L.P., will be a senior affordable housing community and will provide 82 apartments for extremely low, very low and low income senior households. GSFA is authorized, pursuant to the provisions of California Government Code Section 6500, et seq. and the terms of the Amended and Restated Joint Exercise of Powers Agreement, originally dated as of July 1, 1993, and as thereafter from time to time amended and restated, among certain local agencies throughout the State of California ("Agreement"), including the City, to issue its revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of California Health and Safety Code for the purpose of providing financing for the acquisition, rehabilitation and equipping of multifamily rental housing for persons and families, including seniors, of low or moderate income.

The Bonds to be issued by the GSFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower. The Bonds to be issued by the GSFA for the Project will be the sole responsibility the Borrower/Developer, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not and shall never become obligations of the City or the Housing Authority or the State of California, but are to be paid for solely from funds provided by Developer as the Borrower.

FINANCIAL IMPACT

The City's membership in GSFA bears with it no cost or other financing obligation, but serves as a public acknowledgement by the host jurisdiction of the project financing.

From time to time, GSFA, as issuer of bonds, donates a portion of their proceeds to the jurisdiction (Garden Grove) conducting the public hearing. These funds are unexpected and, as such, need to be appropriated to the Fiscal Year 2019-20 Budget to be expended on delivery costs related to the Project.

There is no financial impact to the City; as noted, the City itself is not a party to the underlying financing, is not issuing the Bonds, is not obligated to repay the Bonds, and is not pledging or otherwise committing any of the City's (or Housing Authority's) revenue or other assets to secure repayment of the Housing Bonds. The Bonds are payable solely from revenue received pursuant to the terms and provisions

of certain financing agreements to be executed by the Developer as the Borrower. As a part of such financing documents, Developer, as the Borrower, will agree to provide comprehensive indemnification of the GSFA and its members, including the City.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing, accept and consider comments and any oral and written testimony regarding the adoption of the Resolution approving the issuance of the bonds by GSFA;
- Adopt the attached Resolution in favor of the issuance of the Bonds by the GSFA; and
- Authorize to appropriate donated funds, if any, into the Fiscal Year 2019-20 Budget.

ATTACHMENTS:

Description	Upload Date	Type	File Name
TEFRA Resolution	8/13/2019	Resolution	TEFRA_Resolution__4844-1127-0813_2.docx

RESOLUTION # _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986 THE ISSUANCE OF SENIOR HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$12,000,000 BY THE GOLDEN STATE FINANCE AUTHORITY TO FINANCE THE ACQUISITION, REHABILITATION AND EQUIPPING OF THE SUNGROVE SENIOR HOUSING RENTAL PROJECT LOCATED WITHIN THE CITY OF GARDEN GROVE; AND MAKING CERTAIN OTHER FINDINGS.

WHEREAS, the City of Garden Grove is a California municipal corporation and general law city (“City”); and

WHEREAS, the City is an associate member of the Golden State Finance Authority, a joint powers authority organized and existing under the laws of the State of California (“GSFA”); and

WHEREAS, GSFA is authorized, pursuant to the provisions of California Government Code Section 6500 *et seq.* and the terms of the Amended and Restated Joint Exercise of Powers Agreement, originally dated as of July 1, 1993, and as thereafter from time to time amended and restated, among certain local agencies throughout the State of California (“Agreement”), including the City, to issue its revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of California Health and Safety Code for the purpose of providing financing for the acquisition, rehabilitation and equipping of multifamily rental housing for persons and families, including seniors, of low to moderate income; and

WHEREAS, Sungrove Garden Grove AR, L.P., a California limited partnership (“Borrower” or “Developer”), has requested that GSFA issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$12,000,000 (“Bonds”) and lend the proceeds of the Bonds to the Borrower or related entities for the purpose of financing the costs of acquisition, rehabilitation and equipping of an 82-unit senior rental housing project located at 12811 Garden Grove Boulevard, Garden Grove, California 92843, Orange County, generally known as Sungrove Senior Apartments (“Project”); and

WHEREAS, the Project is located wholly within the City; and

WHEREAS, the interest on the Bonds may qualify for a federal tax exemption under Section 142(a)(7) of the Internal Revenue Code of 1986 (“Code”), only if the Bonds are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the issuance of the Bonds by GSFA must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City is the elected legislative body of the City and is an “applicable elected representative” with respect to the approval of the issuance of the Bonds under section 147(f) of the Code; and

WHEREAS, GSFA has requested that the City Council approve the issuance of Bonds by GSFA in order to satisfy the public approval requirement of section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, GSFA (through the City Clerk) caused a notice to appear in the Orange County News (OCN), which is a newspaper of general circulation in the City, on Wednesday, August 7, 2019 to the effect that the City Council of the City of Garden Grove (“City Council”) would hold a public hearing with respect to the Project and the matter of the issuance of the Bonds on Tuesday, August 27, 2019 at 6:30 p.m. or as soon thereafter as the matter can be heard in the City Council Chambers at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California; and

WHEREAS, the City Council held said public hearing on such date, at which time an opportunity was provided to present arguments both for, against or neutral to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove, as follows:

1. The recitals hereinabove set forth are true and correct, a substantive part of this Resolution, and this City Council so finds.

2. Pursuant to and solely for purposes of Section 147(f) of the Code, the City Council hereby approves the issuance of the Bonds by GSFA in one or more series to: (i) finance the Project, and (ii) reimburse the Borrower, solely from the proceeds of the Bonds, for certain costs of the Project incurred no more than 60 days prior to the date of the adoption of this Resolution. It is intended that this Resolution constitute approval of the Bonds by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located in accordance with: (i) said Section 147(f) of the Code; and (ii) Section 6 of the Agreement.

3. The payment of the principal, prepayment premium, if any, and purchase price of and interest on the Bonds shall be solely the responsibility of the Borrower. The Bonds shall not constitute a debt or obligation of the City.

4. The issuance of the Bonds shall be subject to the approval of the GSFA of all financing documents relating thereto to which the GSFA is a party. The City of Garden Grove shall have no responsibility or liability, financially, legally, ethically or otherwise, whatsoever with respect to the Bonds. The City does not warrant the creditworthiness of the Bonds or guarantee, in any way, the payment of the Bonds. No moneys of the City will be pledged or applied to the repayment of the Bonds.

5. The adoption of this Resolution shall not obligate the City, or any department of the City, or any other governmental entity formed or governed by the City, including without limitation the Garden Grove Housing Authority, to: (i) provide any financing to acquire,

rehabilitate, equip, or complete the Project, or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any land use or planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds or in kind consideration whatsoever to the GSFA; or (iv) take any further action with respect to the GSFA or its membership therein.

6. The Mayor, City Clerk and other officials and officers of the City, in particular the City Manager and his authorized representatives, are hereby authorized and directed, jointly and severally, to do and take any and all actions necessary to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

7. The City Clerk is hereby directed to forward a certified copy of this Resolution to the Bond Counsel for the Bonds, addressed as follows:

Kathryn P. Peters, Esq.
Kutak Rock LLP
2300 Main St., Suite 800
Kansas City, MO 64108

8. This Resolution shall take effect immediately upon its adoption; and the City Clerk shall certify to its adoption.

PASSED and **ADOPTED** by the City Council of the City of Garden Grove at a regular meeting of the City Council held on the 27th day of August 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven R. Jones, Mayor

ATTEST:

Teresa Pomeroy, CMC, City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Appropriation of funding and award of sub-recipient contracts to Interval House Crisis Shelters and Mercy House Living Centers for the operation of a Homeless Emergency Assistance Rental Transition program. (Cost: \$600,000) <i>(Joint Action Item with the Housing Authority.)</i>		
		Date:	8/27/2019

OBJECTIVE

To request City Council award sub-recipient contracts with Interval House and Mercy House for the operation of the Homeless Emergency Assistance Rental Transition (HEART) Program and to appropriate HOME funds for the operation of the HEART Program; and to request the Housing Authority to appropriate Low-Mod Income Housing Trust Fund (LMIHTF) funding for the operation of the HEART Program.

BACKGROUND

At the May 28, 2019, City Council Study Session, direction was given to create housing opportunities for those experiencing homelessness in Garden Grove. Following that direction, staff has created the HEART program. The HEART Program provides a 12-month rental assistance program for individuals or families that meet the following criteria:

- Meet the Department of Housing and Urban Development's (HUD) definition of "literally homeless";
- Have a strong tie to Garden Grove (last housed or work in Garden Grove, or have children enrolled in a Garden Grove school);
- Place low on the Vulnerability Index and Service Prioritization Decision Assistance Tool (VISPDAT); and
- Enroll in and participate in a Life Enrichment Program tailored to meet their individual needs to ensure a successful transition to permanent housing at the conclusion of the 12-month program.

It is expected that 20 households will participate in the HEART Program, with the end goal of self-sufficiency and housing stability at the end of a 12 month program.

DISCUSSION

Staff recommends contracting with two non-profit homelessness service providers to operate the HEART Program. A Request for Proposal was prepared and sent to 15 service providers seeking proposals for operators of the HEART Program. Four service providers submitted proposals: Colette's Children's Home, Illumination Foundation, Interval House and Mercy House. A five person evaluation team evaluated each of the submitted proposals. Their findings were averaged and are listed in the matrix below:

Category	Weight	Colette's Children's Home	Illumination Foundation	Interval House	Mercy House
Experience and Capacity	30 points	23.4	26.8	27.4	27.6
Service Approach	50 points	40.8	46.2	48.4	48
Budget and Financial Management	20 points	15.2	17.4	18	17.8
Total	100 points	79.4	90.4	93.8	93.4

Staff is recommending Interval House and Mercy House to each receive \$250,000 in HOME funds and \$50,000 in LMIHTF funds to operate the HEART Program.

Both organizations are qualified by virtue of experience and expertise to accomplish the services requested and have a clear understanding of the City's objectives.

FINANCIAL IMPACT

Staff is recommending a total of \$500,000 in HOME funds and \$100,000 in LMIHTF funds be allocated for the operation of the HEART program. As proposed, each service provider will receive a total of \$300,000 to operate HEART. Of each \$300,000 award, \$250,000 in HOME funds will be allocated for rental assistance payments, utility allowance, security deposits and related move-in costs; and \$50,000 in LMIHTF funds will be allocated to cover staff costs for the provision of the Life Enrichment Program to ensure successful transition to permanent housing at the conclusion of the program. It is expected that this level of funding will enable approximately 20 households to transition from homelessness to permanent housing.

The HOME and LMIHTF funds that will be used to fund the HEART Program are available and will not impact any planned project or activity, nor impact the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Appropriate \$500,000 in HOME funds for the HEART Program;
- Award sub-recipient contracts to Interval House Crisis Shelters and Mercy House Living Centers; and
- Authorize the City Manager to execute the contracts and make minor modifications as appropriate on behalf of the City.

It is recommended that the Housing Authority:

- Appropriate \$100,000 in LMHITF funds into the Fiscal Year 2019-20 budget to fund the HEART Program.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Subrecipient Agreement with Mercy House	8/6/2019	Agreement	Mercy_House_GG_HEART_- _SUBRECIPIENT_AGREEMENT.pdf
Subrecipient Agreement with Interval House	8/6/2019	Agreement	Interval_House_GG_HEART_- _SUBRECIPIENT_AGREEMENT.pdf

SUBRECIPIENT AGREEMENT

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)

This SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into as of _____, 2019 ("Effective Date") by and between the CITY OF GARDEN GROVE, a municipal corporation ("City"), and MERCY HOUSE LIVING CENTERS, a California nonprofit public benefit corporation ("Subrecipient").

RECITALS

- A. City is a California municipal corporation organized under the laws of the State of California.
- B. City has received funds ("HOME Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, et seq., and the implementing regulations set forth in 24 CFR § 92.1, et seq. (together, "HOME Program") for the purposes of strengthening public-private partnerships to provide more affordable housing, and particularly to provide decent, safe, sanitary, and affordable housing for very low income and lower income citizens of Garden Grove in accordance with the HOME Program. As used herein, the HOME Program includes the HUD Final Rule set forth at 78 FR 142, adopted July 24, 2013, which adopts substantial amendments to the HOME Program regulations set forth at 24 CFR Part 92.
- C. City is currently implementing a coordinated multi-year strategy to provide financial assistance to eligible very low income individuals, families, and households to enable them to secure housing available at an affordable housing cost in the City.
- D. City has developed and seeks to implement a Homeless Emergency Assistance Rental Transition ("HEART") pilot program that combines the resources and experience of expert service providers with City subsidies including HOME Funds and Low/Moderate-Income Housing Trust Funds ("LMIHTF"). The main goal of the HEART Program is to assist homeless individuals and families achieve self-sustainability via rental assistance and supportive services.
- E. The housing component of the HEART Program is a Tenant-Based Rental Assistance ("TBRA") program and follows all the requirements of the HOME Program. Once housed, the HEART Program will provide participants with services to help them maintain successful tenancy, comply with lease requirements and adjust to their new environment. Additionally, the HEART Program will provide wrap-around case management services that address the specific needs of each individual participant.
- E. City wishes to engage the Subrecipient to assist the City in utilizing HOME Funds to provide tenant based rental assistance, security deposit assistance and utility assistance to

homeless residents of the City, in accordance with the terms and provisions set forth in this Agreement.

- F. In addition to HOME Funds, City wishes to use LMIHTF allocated to it by the Garden Grove Housing Authority, to fund administrative and programmatic costs that are ineligible under the HOME Program regulations to provide the wrap-around services of the HEART Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 Scope of Services. During the entire Term (defined below) of this Agreement, Subrecipient shall administer the HEART Program as a component of the City's HOME-funded TBRA, all in accordance with this Article 1 (collectively, the "Services") and the HEART Operating Guidelines attached hereto as **Exhibit C**. In connection with the Services, Subrecipient shall comply with all requirements of the HOME Program, this Agreement, and all applicable federal, state and local laws and regulations. Subrecipient shall further take all reasonable actions necessary to enable City to comply with City's obligations under the HOME Program relating to the HEART Program. The Subrecipient shall perform the Services set forth in this Article 1 in furtherance of the HEART Program.

- (a) **Administrative Cost Reimbursements.** City will reimburse the Subrecipient for HOME Program allowable costs incurred in administering the HEART Program, which are associated with the determination of income eligibility, pursuant to 24 CFR 92.203 and property inspections under HQS, codified per 24 CFR 982.401. Administrative costs incurred in administering the HEART Program that are ineligible under the HOME Program will be reimbursed from a non-HOME Program funding source, or LMIHTF. The administrative costs to be reimbursed from the LMIHTF include Intake Assessments, Housing search, Case Management, Self-Sufficiency and related services and overhead.
- (b) **HOME Matching Contribution.** Subrecipient acknowledges that City will use HOME Funds to pay the Subsidy Payments and that the HOME Program, specifically 24 CFR 92.218 through 24 CFR 92.222, requires the City to make a HOME Matching Contribution. Except for HOME Funds and LMIHTF received pursuant to this Agreement, Subrecipient shall use its best efforts to use non-federal moneys to fund the administrative and other activities of the Subrecipient and thereby to satisfy as much of the HOME Matching Contribution requirement as possible. Specifically, Subrecipient will use best efforts to satisfy any remaining amounts of the HOME Matching Contribution required as a result of this Agreement (\$31,250 of eligible matching expenses paid using non-Federal moneys that satisfy the HOME Matching Contribution requirements).

Subrecipient shall deliver documentation to City to evidence the Subrecipient's HOME Matching Contribution in each quarterly progress report submitted by Subrecipient pursuant to Section 2 of **Exhibit B** and shall maintain records documenting Subrecipient's compliance with such requirements pursuant to Section 1 of **Exhibit B**.

- (c) **Non-Exclusive Agreement.** The City may enter into funding agreements similar to this one with other subrecipient participants for the administration of the HEART Program from time to time, and shall have no obligation to notify or obtain Subrecipient's consent to such arrangements.

1.2 **Marketing and Outreach; Application Process.**

- (a) **Marketing and Outreach.** Subrecipient shall undertake affirmative marketing and outreach activities to find prospective Eligible Households interested in the HEART Program, all in accordance with HUD's Affirmative Fair Housing and Marketing regulations. Subrecipient shall describe its marketing and outreach efforts in quarterly progress reports submitted to the City under this Agreement.
- (b) **Waiting List.** Subrecipient shall maintain a waiting list of prospective Eligible Households. The waiting list shall be prioritized first based on the most urgent need as set forth in the HEART Program Operating Guidelines, prospective Eligible Households of equally urgent need will be helped on a first come-first served basis, based on the date and time of referral or initial direct contact with the Subrecipient.
- (c) **Intake Process.** Upon being contacted by a prospective Eligible Household recruited through Subrecipient's affirmative marketing and outreach efforts, Subrecipient shall meet with Eligible Households to fill out the Coordinated Entry Intake Form (**Appendix A**), HEART Program application and other documentation described below, assist prospective Eligible Households with the completion of the application and gross income calculation worksheet, and qualify Eligible Households for the HEART Program. Subrecipient shall provide every prequalified Eligible Household with all of the following documentation:
 - (i) Application in the form attached to the HEART Program Operating Guidelines as **Exhibit C**, or as otherwise approved in writing by the Director of Economic and Community Development (or his/her designee) on behalf of the City ("Director"). The application shall solicit information regarding each applicant household's income and assets, household size and composition (number of children and adults), names of household members, Housing Unit (defined below) size and location preferences, specific needs and considerations, and a race/ethnicity survey.
 - (ii) Declaration of Homelessness Status in the forms attached to the HEART Program Operating Guidelines as **Appendix C**.

- (iii) Gross Income Calculation Form in the form attached to this Agreement as **Exhibit D**.
 - (iv) Household Budget Worksheet in the form attached to this Agreement as **Exhibit E**.
 - (v) Lead-Based Hazard Information Pamphlet "Protect Your Family from Lead in Your Home" attached to this Agreement as **Exhibit F**.
- (d) **Guidance for Eligible Households.** Subrecipient shall meet with prospective Eligible Households throughout the application process and shall continue to meet with and counsel each Eligible Household regarding the HEART Program, the Eligible Household's responsibilities as participants of the HEART Program, and the goals and objectives of the HEART Program.

1.3 Determination of Eligibility. Subrecipient shall qualify all Eligible Households in accordance with the selection criteria described in this Section. Further, for all Eligible Households Subrecipient shall implement the selection criteria and policies in compliance with the City's Consolidated Plan and the City's housing needs and priorities.

- (a) **Eligible Household.** As used in this Agreement, "Eligible Household" refers to very low-income households (50% AMI) that meet the live/work preference of the City of Garden Grove and that are currently homeless.
 - (i) As used in this Agreement, "homeless" is defined at 24 CFR 576.2 as defined by HUD.
 - (ii) For purposes of determining eligibility for the HEART Program, a prospective Eligible Household's (or for continuing compliance, a participating Eligible Household's) gross annual income shall be determined in accordance with 24 CFR 5.609, with the allowable exclusions from income established at 24 CFR 5.611. For purposes of this Agreement, annual income means the gross amount of income from all sources, including assets, for all adult household members that is anticipated to be received prospectively during the 12-month period following the date of application and before any deductions are taken (and for a participating household, income anticipated for the 12 months following verification described in §1.3(b)(ii) below.) When collecting income verification documentation, Subrecipient may also consider any likely changes in income.
 - (iii) For purposes of this Agreement and the HEART Program, income limits for very-low income households are established annually by HUD for the Orange County income limit area.

(b) **Income Verification.**

- (i) **Initial Verification.** To determine if Program applicants (collectively, "Applicants") are income-eligible, Subrecipient must verify each Applicant's household income using source documentation such as wage statements, interest statements, unemployment compensation statements, bank account statements, and other documentation types approved by HUD. Once an initial income verification is completed, the Subrecipient is not required to re-examine the Eligible Household's income unless six months has elapsed before assistance is provided.
- (ii) **Six Month Eligibility Verification.** Subrecipient shall re-certify income and re-qualify each Eligible Household, including examination of source documentation as described above, every six months during the term of such Eligible Household's participation in the HEART Program. If the total household income is above 80% AMI, rental assistance must be terminated following a 30-day notification period. For households between 60% and 80% AMI the Subrecipient must obtain approval from the City before rental assistance is continued.

(c) **Connection to Garden Grove.** Eligible Households assisted under the HEART Program must satisfy at least one of the following criteria, as identified in **Appendix D** of the HEART Program Operating Guidelines:

- Regularly receiving supportive services from a provider located in Garden Grove;
- Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove;
- Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- Holding a job in Garden Grove;
- Attending an education program meant to lead to self-sufficiency in Garden Grove (certificate/degree/diploma program);
- Children attending school located in Garden Grove;
- Living in a shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

(d) **Verification of Eligibility.** Subrecipient shall collect and examine source documentation submitted by the applicant to verify the identity of the members of the Eligible Household and that the Eligible Household has significant ties to the City of Garden Grove as described in Section 1.3(c). Subrecipient shall make a determination that the Eligible Household is currently experiencing homelessness, as defined 24 CFR 91, 582 and 583, based on caseworker observations and certification and Applicant certification.

- (e) **Notice of Eligibility Determinations.** Subrecipient shall provide written notice to each Applicant stating whether such Applicant was determined to be eligible for assistance under the HEART Program. Applicants determined to be ineligible for Program assistance shall have an opportunity to appeal the determination to the Director.

1.4 Selection of Housing Units.

- (a) **Housing Unit Selection.** Subrecipient shall assist Eligible Households with finding and selecting an appropriate housing unit (each a "Housing Unit") that meets federal housing quality standards ("HQS") or such other standards as may be made applicable to the HEART Program by HOME Program statutes and/or regulations, specifically including Uniform Physical Condition Standards (UPCS), and that satisfies the requirements of the HEART Program, HOME Program and this Agreement. Eligible Households shall also be entitled to find a Housing Unit for themselves, subject to compliance with the requirements of the HEART Program, HOME Program and this Agreement; however, the parties anticipate that in most cases, Subrecipient shall be responsible for locating and qualifying an appropriate Housing Unit for occupancy by each Eligible Household. Subrecipient may refer Eligible Households to appropriate Housing Units but may not require an Eligible Household to select a particular Housing Unit. Subsidy Payments shall only be provided in connection with the rental of a qualified Housing Unit located in the City. Subsidy Payments under this Agreement are portable within the City. Subrecipient's obligations under this Section 1.4 apply to each Housing Unit to be occupied by an Eligible Household receiving Subsidy Payments hereunder.
- (b) **Housing Unit Size; Occupancy Standards.** Housing Unit selection shall comply with the following "Occupancy Standards" for the applicable Eligible Household: No more than two persons per bedroom plus one may occupy the Housing Unit. Thus, no more than three persons may occupy a one bedroom Housing Unit; no more than five persons may occupy a two-bedroom Housing Unit; no more than seven persons may occupy a three-bedroom Housing Unit; no more than nine persons may occupy a four-bedroom Housing Unit. Additionally, no fewer than one person per bedroom may occupy a Housing Unit, as follows: no fewer than one person may occupy a one bedroom Housing Unit; no fewer than two persons may occupy a two-bedroom Housing Unit; no fewer than three persons may occupy a three-bedroom Housing Unit; no fewer than four persons may occupy a four-bedroom Housing Unit.
- (c) **Property Inspection.** Prior to occupancy of any Housing Unit by an Eligible Household, and again during the annual (or more often) verification process, Subrecipient shall cause a certified HQS inspector to inspect each Housing Unit occupied or to be occupied by an Eligible Household to ensure the Housing Unit complies with HQS as set forth in the HOME Program, including without limitation 24 CFR 92.251, as well as all applicable state and local codes

and ordinances, including zoning ordinances. Subrecipient shall provide the City with documentation of each HQS inspector's certification. Each HQS inspection shall include all of the following:

- (i) Verification of property ownership;
- (ii) Verification of the age of the Housing Unit;
- (iii) Complete HQS Inspection Checklist in the form attached as **Exhibit G**, including a rating for the Housing Unit of Pass, Pass with Comment, or Fail;
- (iv) Lead-based hazard assessment, dissemination of lead-based hazard information pamphlet and disclosure form and lead-based hazard reduction activities, if required by the HOME Program or applicable federal, state and/or local laws;
- (v) Adequate opportunity for the Landlord (defined below) to correct any deficiencies indicated in the HQS Inspection Form to bring the Housing Unit into compliance with HQS requirements;
- (vi) Verification that occupancy by the Eligible Household will comply with the Occupancy Standards set forth in Section 1.4(b); and
- (vii) Certification of rent reasonableness regarding the rent being charged for the Housing Unit based on comparable non-assisted Housing Units in the same area. Subrecipient shall perform the rent reasonableness review subject in each instance to review and approval by the City. City may elect to perform the rent reasonableness reviews on behalf of Subrecipient by providing written notice to Subrecipient. The rent charged under the written lease agreement for the Housing Unit shall conform to the City's adopted rent standard pursuant to 24 CFR 92.209(h)(3)(ii), which is based on local market conditions. The contract rent for Housing Units that are restricted to an affordable rent by agreement with the City or the Garden Grove Housing Authority or by regulation or ordinance, or otherwise, shall be likewise restricted to such affordable rent in accordance with the contractual, statutory or regulatory restrictions governing the permitted rents for such Housing Units and the Rental Assistance Subsidy Payment shall be limited and calculated accordingly, as described in Section 1.5(a), below.

(d) **Coordination with Landlords.**

- (i) **Landlord Guidance.** Subrecipient shall meet with and provide guidance to the property owners, property owners' representatives, or property management companies hired by property owners (each a "Landlord" and

collectively referred to as "Landlords") participating in the HEART Program regarding the HEART Program requirements and procedures that impact Landlords.

- (ii) **Rental Assistance Contract.** Subrecipient shall enter into a Rental Assistance Contract with each participating property owner/Landlord in substantially the form attached to the HEART Program Operating Guidelines as Appendix E. The Rental Assistance Contract will establish the Subsidy Payments to be made by Subrecipient on behalf of the Eligible Household as well as the Eligible Household's initial share of the contract rent. The Rental Assistance Contract shall further establish the terms and conditions under which the Subsidy Payments shall be paid to the Landlord for the applicable Housing Unit, including applicable HOME Program requirements. The Rental Assistance Contract shall have an initial term of 6 months, subject to extensions approved by Subrecipient and City (as applicable) pursuant to the HEART Program Operating Guidelines.
- (iii) **Lease Addendum.** Subrecipient shall require each Landlord to enter into a lease agreement with a term of 6 months with any Eligible Household occupying a Housing Unit owned and/or managed by such Landlord, which lease agreement shall include a Lease Addendum in substantially the form attached to the HEART Program Operating Guidelines as Appendix F, or an updated form of Lease Addendum as may be prepared and provided by the City to the Subrecipient, and then by Subrecipient to Landlord. The Lease Addendum shall be executed in connection with the lease agreement between the Landlord and Eligible Household and shall set forth the terms of the Subsidy Payments to be paid by Subrecipient to the property owner/Landlord on behalf of the Eligible Household, shall confirm the obligations of the Eligible Household regarding payment of rent, utilities and appliances, rules and regulations of tenancy and shall confirm the Landlord's obligation to maintain the Housing Unit in accordance with HQS and in compliance with this Agreement, shall require Landlord to provide Subrecipient with notice of a lease termination, shall prohibit discrimination by the Landlord against the Eligible Household, and shall set forth the lease provisions prohibited by the HOME Program. Subrecipient shall review the rental agreement to confirm its compliance with state law and all HOME Program requirements; if the Landlord's form of rental agreement is not acceptable (and any deficiencies are not remedied by the Lease Addendum), Subrecipient shall require the Landlord and Eligible Household to enter into a lease agreement that complies with state law and the HOME requirements, as approved by the City's Director.

- (iv) **IRS Form W-9.** Subrecipient shall require each Landlord to submit a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification.
- (v) **Declaration of Ownership.** Subrecipient must require each landlord to submit a completed Declaration of Ownership and Authorization Form which is attached hereto as **Exhibit H**.

1.5 Subsidy Payments. Subrecipient shall make rent payments, security deposit payments and/or utility deposit payments, as applicable (collectively, the "Subsidy Payments"), to Landlords and/or to utility providers, as applicable, on behalf of Eligible Households. Subsidy payments must be provided in accordance to the HEART Program Operating Guidelines. Eligible Households are not expected to repay Subsidy Payments received pursuant to the HEART Program. Except as may be permitted by the HOME Program, Subrecipient's sole remedy in the event of noncompliance or breach by an Eligible Household shall be non-renewal of assistance under the HEART Program.

- (a) **Rental Assistance Calculation.** Subrecipient shall calculate the "Rental Assistance" payments to be paid on behalf of each Eligible Household under this Agreement. The calculation will determine each Eligible Household's initial program subsidy and share of rent. The initial household rent is equivalent to the maximum subsidy amount allowed under the HOME regulations and is calculated as the difference between 30% of the Eligible Household's gross monthly income and the payment standard for the size of the unit.
- (b) **Payment Standards.** Subrecipient must use the Garden Grove Housing Authority's current payment standards as set forth in the GGHA Payment Standards attached to the HEART Program Operating Guidelines as Appendix H. The Garden Grove Housing Authority's payment standards represent the cost of rent and utilities for moderately priced units in Garden Grove. Payment standards are established by bedroom size.
- (c) **Utility Allowance.** When utilities are included in the cost of renting a unit, that is, the owner assumes responsibility for payment for all utility services, the Eligible Households entire share of the housing costs will go directly to the owner. When the cost of utilities is not part of the rent, that is, the Eligible Household is directly responsible for payment of utility services, the Eligible Household's initial share will be determined by subtracting a utility allowance from 30% of the Eligible Household's gross monthly income. The Subrecipient must use the Garden Grove Housing Authority's Utility Allowance Schedule attached to the HEART Program Operating Guidelines as Appendix I.
- (d) **Term.** The Subrecipient will provide rental assistance for an initial term of 6 months, which can be extended in 3 month intervals, up to a total of six times, for a cumulative term of up to 24 months. Extensions will be granted at the

discretion of the Subrecipient and shall be based on continued program compliance and ongoing need.

- (e) **Security Deposit Assistance.** Subrecipient may provide security deposit assistance to each Eligible Household. It is anticipated that Subrecipient shall provide Security Deposit Assistance to each Eligible Household in an amount of up to the lesser of: (i) two months' approved rent for the Housing Unit or (ii) the standard security deposit required by the Landlord for non-subsidized tenants. The lease agreement must provide that the security deposit is refundable in accordance with state law. Security deposit refunds shall be provided by the Landlord directly to the Eligible Household. Any disputes involving the return, or lack thereof, of a security deposit shall be settled by Eligible Household and landlord, as provided for in the lease.
- (f) **Utility Deposit Assistance.** Subrecipient may provide utility deposit assistance on behalf of each Eligible Household. It is anticipated that the Subrecipient will provide utility deposit assistance to each Eligible Household in the full amount of any utility deposit required for electricity, gas, and/or water service to the utility provider when needed to assist the Eligible Household in establishing tenancy. Utility deposit assistance may be provided only if the following requirements are met:
 - (i) Utility deposit assistance is only available where rental assistance and/or security deposit assistance are also being provided.
 - (ii) Utility deposit assistance shall be paid directly to the Landlord or utility provider, as applicable, on behalf of the Eligible Household. Utility deposit refunds shall be returned directly to the Eligible Household.

1.6 Termination of Assistance and Returning Eligible Households.

- (a) **Termination of Rental Assistance.** Subrecipient may terminate assistance under the HEART Program for any of the following reasons:
 - (i) Eligible Household is evicted from the Housing Unit based on behavioral issues or unlawful activity;
 - (ii) Eligible Household will be assisted by another rental assistance program such as the Section 8 Tenant-Based or Project-Based Programs. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must be terminated.

1.7 Returning Eligible Households. As needed, Eligible Households may be allowed to return to the program for rental assistance. A determination to allow re-entry shall be based on the following criteria:

- (a) Eligible Households must have left the program in good standing. To be in good standing, Eligible Households must have been engaged in their case management plan, voluntarily left the program (not in lieu of termination) or have been released because their household income exceeded eligibility limits. In general, Eligible Households will not be allowed to re-enter the program if they were terminated for non-compliance.
- (b) At the discretion of the Subrecipient, a request for readmission from a prospective Eligible Household previously terminated due to non-compliance may be considered when compelling reasons exist. In such cases, re-admission will require concurrence from the City.
- (c) Eligible Households may not return if the previous rental assistance was provided for more than 24 months. Cumulatively, Eligible Households may not receive rental assistance for more than a cumulative period of 24 months unless such assistance is both permitted by the HOME Program and approved by the City.

1.8 Additional Requirements.

- (a) **Self-Sufficiency Program.** Subrecipient shall require each Eligible Household receiving Subsidy Payments from the Subrecipient to participate in a "Self-Sufficiency Program" administered by Subrecipient in accordance with the HEART Program Self Sufficiency Case Management Policies and Procedures attached to the HEART Program Operating Guidelines as Appendix J. Failure of an Eligible Household that is already receiving Subsidy Payments to participate in the Self-Sufficiency Program shall not be grounds for termination of the Subsidy Payments, but may be grounds for non-renewal of Subsidy Payments upon expiration of the subsidy term.
- (b) **No Fees.** Subrecipient may not charge fees to any Eligible Household for the Services, Subsidy Payments, Self-Sufficiency Program or other services or assistance to be provided to Eligible Households under this Agreement.

1.9 Schedule of Performance. Subrecipient shall use its best efforts to perform the Services in accordance with the following schedule:

- (a) Marketing and outreach activities required by this Agreement shall commence immediately upon execution of this Agreement.
- (b) Subrecipient shall qualify Eligible Households, conduct HQS inspections, approve Housing Units, and move Eligible Households into approved Housing Units in accordance with the following milestone schedule:
 - (i) Subrecipient shall process intake paperwork for and verify eligibility for Program assistance ("Enroll") for not fewer than ten (10) Eligible

Households within one (1) year following execution of this Agreement. The Subrecipient and the City anticipate that ten (10) Eligible Households will be assisted through the HEART Program pursuant to this Agreement within such time period. As program income becomes available and/or additional HOME Funds are contributed to the HEART Program, Subrecipient shall use diligent efforts to Enroll additional Eligible Households within not more than three (3) months following written notice from the City that such additional funds are expected to become available.

- (ii) Subrecipient shall assist each Enrolled Eligible Household in finding an appropriate Housing Unit and shall conduct an HQS inspection of such Housing Unit, all within two (2) months following Enrollment of such Eligible Household.
 - (iii) Subrecipient shall commence providing Subsidy Payments on behalf of each Eligible Household and shall assist each Eligible Household to move into an HQS-inspected and approved Housing Unit, all within three (3) months following Enrollment of such Eligible Household.
- (c) Subrecipient shall cause each Eligible Household to commence participation in the required self-sufficiency program immediately upon Enrollment of such Eligible Household, whether or not such Eligible Household has yet moved into a Housing Unit and received the benefit of Subsidy Payments hereunder.

- 1.10 City Oversight and Approval Rights.** City shall have the right, by written notice to Subrecipient at any time during the Term of this Agreement, to require City review and/or preapproval of any of the Services to be performed by Subrecipient hereunder, including for example income determinations, qualification of applicants as "Eligible Households," qualification of Housing Units, determination of reasonable rents, etc., to ensure compliance with the HEART Program, the HOME Program, or other applicable requirements.

ARTICLE 2 TERM

- 2.1 Term.** Services of the Subrecipient under this Agreement shall start on _____, 2019, and end on the earlier to occur of (a) June 30, _____ or (b) the date the full amount of HOME Funds available under Section 3.2(a) below has been disbursed to Subrecipient and expended by Subrecipient to provide Subsidy Payments pursuant to this Agreement ("Term"), unless this Agreement is earlier terminated pursuant to Section 8.3. The Term of this Agreement and the provisions herein shall be further extended to cover any additional time period during which the Subrecipient remains in control of HOME Funds or other HOME assets, including program income.

ARTICLE 3 BUDGET AND PAYMENTS

- 3.1 Budget.** Subrecipient has submitted a budget to City for approval ("Budget"), which sets forth the estimated timing and use of the HOME Funds and LMIHTF contributed by the City pursuant to this Agreement. The Budget is attached hereto as **Exhibit A**. Any amendments to an approved Budget for the Services must be approved by the Director or his/her authorized designee. In the event this Agreement is extended past the initial Term or any additional moneys will be contributed to the HEART Program by City pursuant to this Agreement, Subrecipient shall prepare and submit to the Director for approval an updated Budget for such additional moneys. Subrecipient shall prepare a Budget, for approval by Director, for each year during which this Agreement remains in effect. The City may require a more detailed line item breakdown of the Budget than the one contained herein, and the Subrecipient shall provide such supplementary information about the Budget in a timely fashion in the form and content prescribed by the City.
- 3.2 Reimbursement of Subsidy Payments.** City shall reimburse Subrecipient for Subsidy Payments actually disbursed to or on behalf of Eligible Households pursuant to this Agreement and in accordance with line items on the approved Budget or as otherwise approved by the City's Director. City shall have no obligation to reimburse Subrecipient for administrative costs or expenses incurred by Subrecipient to manage or implement the HEART Program or this Agreement, for the cost of social or supportive services provided to Eligible Households hereunder, or for any other costs or expenses incurred by Subrecipient in connection with its activities under this Agreement. City's payment obligations hereunder shall be limited to the actual amount of Subsidy Payments disbursed by Subrecipient in accordance with the terms of this Agreement and the approved Budget. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.
- (a) **Amount of Payments.** It is expressly agreed and understood that the total amount of HOME Program funds to be paid by the City under this Agreement shall not exceed \$250,000.00. The amount of LMIHTF to be paid by the City under this Agreement shall not exceed \$50,000.00. The dollar amounts stated herein may be increased by written amendment of this Agreement, signed by an authorized representative of Subrecipient and the Director.
- (b) **Requests for Payments.** To receive each payment under this Agreement, Subrecipient shall submit to the City a written reimbursement request or invoice in a form approved by City, along with such supporting documentation as may be requested by the City to verify Subrecipient's performance of the Services for which the payment is requested. Reimbursement requests shall be submitted no more frequently than two times per month. Payments will be adjusted by the City in accordance with fund advances, if any, and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate

funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

- 3.3 Payments Subject to Availability of HOME Funds.** City's obligation to provide payments to Subrecipient hereunder is subject to City's receipt of HOME Funds from HUD pursuant to the HOME Program.
- 3.4 Accounting.** Subrecipient shall, upon request, provide City with an accounting report, in form and content reasonably satisfactory to City, of any funds disbursed by City pursuant to Section 3.2.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

- 4.1 Insurance.** Subrecipient shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the City. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier or the Subrecipient to notify the City of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance.** For the duration of this Agreement, Subrecipient and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the City, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts.** Subrecipient shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the City, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the City;
 - (b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable). Insurance companies must be approved by the City, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the City.
 - (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, Subrecipient shall obtain continuing

insurance coverage for the prior acts or omissions of Subrecipient during the course of performing services under the term of the Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier.

- (d) An Additional Insured Endorsement, ongoing and completed operations, for the policy under section 4.3(a) shall designate City, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the Subrecipient. Subrecipient shall provide to City proof of insurance and endorsement forms that conform to City’s requirements, as approved by the City.
- (e) An Additional Insured Endorsement for the policy under section 4.3(b) shall designate City, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by Subrecipient. Subrecipient shall provide to City proof of insurance and endorsement forms that conform to City’s requirements, as approved by the City.
- (f) For any claims related to this Agreement, Subrecipient’s insurance coverage shall be primary insurance as respects to City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Subrecipient’s insurance and shall not contribute with it.
- (g) If Subrecipient maintains higher insurance limits than the minimums shown above, Subrecipient shall provide coverage for the higher insurance limits otherwise maintained by the Subrecipient.

4.4 Property Insurance. Subrecipient shall further comply with the insurance requirements of 24 CFR 84.31.

4.5 Remedies for Defaults Re: Insurance. In addition to any other remedies City may have if the Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (a) Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- (b) Order the Subrecipient to stop work under this Agreement and/or withhold any payment(s) which become due to the Subrecipient hereunder until the Subrecipient demonstrates compliance with the requirements hereof; or
- (c) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for the Subrecipient's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the Subrecipient may be held responsible for payment of damages to persons or property resulting from the Subrecipient's or its subcontractor's performance of the Services covered under this Agreement.

4.6 Indemnification.

- (a) As respects acts, errors or omissions in the performance of Services under this Agreement, the Subrecipient agrees to indemnify and hold harmless City, its officers, agents, employees, representatives and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the Subrecipient's negligent acts, errors or omissions in the performance of Services under the terms of this Agreement.
- (b) As respects all acts or omissions which do not arise directly out of the performance of Services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Subrecipient agrees to indemnify, defend (at City's option), and hold harmless City, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Subrecipient's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of City.

ARTICLE 5 ADMINISTRATIVE REQUIREMENTS

5.1 Generally. The following requirements and standards must be complied with: 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.

5.2 Financial Management.

- (a) **Accounting Standards.** Subrecipient agrees to comply with 24 CFR 84.21 through 84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- (b) **Cost Principles.** Subrecipient shall administer its program in conformance with 2 CFR Part 200.318-326. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- 5.3 Documentation, Recordkeeping, Reporting and Monitoring.** Subrecipient shall maintain documents and records, prepare and submit reports, and permit City (and Garden Grove Housing Authority) to monitor Subrecipient's activities all in accordance with the requirements set forth in **Exhibit B** and applicable laws and regulations. All requirements set forth in such **Exhibit B** are incorporated herein as if set forth in full in this Agreement.
- 5.4 Program Income.** The Subrecipient shall prepare and deliver to City monthly reports declaring all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations, the Subrecipient may use such income during the Term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
- 5.5 Use and Reversion of Assets.** The use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 92.504, as applicable. The Subrecipient shall transfer to the City any HOME Funds on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement at the time of the earliest to occur of expiration, cancellation, or termination.
- 5.6 Ownership of Documents.** All documents and materials, both tangible and intangible, furnished by or through the City to Subrecipient pursuant to this Agreement are and shall remain the property of City and shall be returned to City upon the earliest to occur of expiration, cancellation, or termination of this Agreement. All documents and materials prepared by Subrecipient under or related to this Agreement shall become the property of City at the time of payment to Subrecipient of all fees, if any, for their preparation, and shall be delivered to City by Subrecipient at the request of City, and in any event upon the earliest to occur of expiration, cancellation, or termination of this Agreement.

ARTICLE 6 PERSONNEL & PARTICIPANT CONDITIONS

- 6.1 Civil Rights.**
- (a) **Compliance.** The Subrecipient agrees to comply with the Garden Grove Municipal Code, Government Code Section 4450, et seq., Government Code Section 11135, et seq., the Unruh Civil Rights Act, Civil Code Section 51, et seq., Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- (b) **Nondiscrimination.** The Subrecipient agrees to comply with (1) the requirements of 24 CFR Part 5, subpart A, which relate to nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace and (2) the nondiscrimination requirements of Section 282 of the HOME Investment Partnerships Act, 42 U.S.C. Section 12701, et seq.
- (c) **Section 504.** The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

6.2 Affirmative Action.

- (a) **Executive Order 11246.** The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
- (b) **Women- and Minority-Owned Businesses (W/MBE).** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- (c) **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- (d) **Subcontract Provisions.** The Subrecipient will include the provisions of Sections 6.1, Civil Rights, and 6.2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-subrecipients or subcontractors.

6.3 Employment Restrictions.

- (a) **Prohibited Activity.** The Subrecipient is prohibited from using HOME Funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- (b) **Labor Standard.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as and when those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the implementing regulations thereto issued by the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.
- (c) **Prevailing Wage.** The Subrecipient agrees that, to the extent applicable, all contractors engaged under contracts for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement shall comply with the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 and California Labor Code Section 1720, et seq. governing the payment of wages and ratio of apprentices and trainees to journey workers. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
- (d) **Section 3 Clause.** The Subrecipient agrees, to the extent applicable, to comply with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135.

6.4 Conduct.

- (a) **Assignment.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- (b) **Subcontracts.**
 - (i) **Approvals.** The Subrecipient shall not enter into any subcontracts with any entity, agency or individual in the performance of this Agreement

without the written consent of the City prior to the execution of such agreement.

- (ii) **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (iii) **Content.** The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - (iv) **Selection Process.** The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
- (c) **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- (d) **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 92.356, which include (but are not limited to) the following:
 - (i) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by HOME Funds.
 - (ii) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by HOME Funds if a conflict of interest, real or apparent, would be involved.
 - (iii) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

- (e) **Lobbying.** The Subrecipient hereby certifies that:
- (i) 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;
 - (ii) 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
 - (iii) It will require that the language of paragraph (iv) of this 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:
 - (iv) **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.C. 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.
- (f) **Religious Activities.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

ARTICLE 7 GENERAL CONDITIONS

- 7.1 General Compliance.** The Subrecipient agrees to comply with the requirements of the HOME Program in the administration and implementation of the HEART Program and this Agreement. The Subrecipient shall carry out each activity in compliance with all regulations described in subpart H of 24 CFR Part 92, except that the Subrecipient does not assume the City's responsibilities for environmental review under 24 CFR 92.352 and the intergovernmental review process described in 24 CFR 92.357 does not apply to the Subrecipient. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 7.2 Familiarity with Services; Qualified Personnel.**
- (a) By executing this Agreement, Subrecipient represents and warrants that Subrecipient (i) has thoroughly investigated and considered the Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the requirements, difficulties and restrictions attending the performance of the Services under this Agreement.
 - (b) Subrecipient represents that Subrecipient has or will secure and maintain, at Subrecipient's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by Subrecipient shall be employees of Subrecipient. Such personnel shall not be deemed to be employees of City or to have any contractual relationship with City. Such personnel shall be authorized or permitted under state and local law to perform the Services.
- 7.3 Independent Contractor.** In performing under this Agreement, Subrecipient is and shall at all times be acting and performing as an independent contractor to City, performing its duties in accordance with its own judgment. City shall neither have nor exercise any control or direction over the methods by which Subrecipient performs its work and function nor shall City have the right to interfere with such freedom or action or prescribe rules or otherwise control or direct the manner in which such services are performed. The sole interest of the City in the Services performed by the Subrecipient is that such Services be performed in a legal, competent, efficient, and satisfactory manner. Nothing contained herein shall cause the relationship between the parties to this Agreement to be that of employer and employee. Subrecipient shall not have the authority to obligate City to any contract, obligation, or undertaking whatsoever and shall make no representation, either oral or in writing.
- 7.4 Subrecipient Representative.** Subrecipient hereby designates _____ as its Project Manager for the HEART Program ("Subrecipient's Representative"). Subrecipient's Representative shall supervise and direct the Services, using her best skill

and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 7.5 Nepotism.** Subrecipient shall not hire or permit the hiring of any person to fill a position funded through this Agreement if a member of the person's immediate family is employed in an administrative capacity by City's HOME Program or any department of the City which is administering the HOME Program. For the purposes of this section, the term "immediate family" means spouse, child, mother, father brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of City.
- 7.6 Hold Harmless.** The Subrecipient shall indemnify, hold harmless, and defend the City and the Garden Grove Housing Authority ("Indemnitees") and their elected officials, officers, employees and agents and shall pay for expenses incurred by the Indemnitees for any and all claims, actions, suits, charges and judgments whatsoever related in any manner to or that arise out of the Subrecipient's performance or nonperformance of the Services or subject matter called for in this Agreement.
- 7.7 City Recognition.** The Subrecipient shall insure recognition of the role of the City in providing Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
- 7.8 Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile transmission, or (vi) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice. Service shall be deemed conclusively made at the time of service if personally served; upon confirmation of receipt if sent by facsimile transmission; the next business day if sent by overnight courier and receipt is confirmed by the signature of an agent or employee of the party served; the next business day after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by express mail; and three (3) days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail.

Subrecipient:

City:

City of Garden Grove
City Manager
11222 Acacia Parkway
Garden Grove, CA 92840

With a Copy to:

City of Garden Grove
Community/Economic Dev. Dir.
11222 Acacia Parkway
Garden Grove, CA 92840

Such addresses may be changed by Notice to the other party(ies) given in the same manner as provided above.

7.9 Amendment and Waiver. This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any representations or warranties or with any provision of this Agreement.

7.10 Entire Agreement. This Agreement, including all Exhibits attached hereto, embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to the subject matter. In the event of a conflict between this Agreement, on one hand, and any Exhibit attached hereto, on the other hand, the provisions of this Agreement shall control; provided, if it is possible to comply with the requirements of this Agreement and the Exhibits, the parties shall do so. The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A	Budget
Exhibit B	Documentation, Recordkeeping, Reporting and Monitoring Requirements
Exhibit C	Program Operating Guidelines
Exhibit D	Gross Income Calculation Form
Exhibit E	Household Budget Worksheet
Exhibit F	Lead-Based Hazard Information Pamphlet "Protect Your Family from Lead in Your Home"
Exhibit G	Housing Quality Standards (HQS) Inspection Checklist
Exhibit H	Declaration of Ownership Form

- 7.11 Governing Law.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California.
- 7.12 Non-Liability of Members, Officials and Employees of City.** No member, official or employee of City shall be personally liable to Subrecipient, or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Subrecipient or Subrecipient's successors, or on any obligation under the terms of this Agreement. Subrecipient hereby waives and releases any claim Subrecipient may have against the members, officials or employees of City with respect to any Default or breach by City or for any amount which may become due to Subrecipient or Subrecipient's successors, or any obligations under the terms of this Agreement. Subrecipient makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

ARTICLE 8 ENFORCEMENT; TERMINATION

8.1 Events of Default.

- (a) For purposes of this Agreement, the word "Default" shall mean the failure of Subrecipient to perform any of Subrecipient's duties or obligations or the breach by Subrecipient of any of the terms and conditions set forth in this Agreement; any failure by Subrecipient to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time; any ineffective or improper use of funds provided under this Agreement; or submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect. In addition, Subrecipient shall be deemed to be in Default upon Subrecipient's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Subrecipient's assets or of Subrecipient's interests hereunder.

- (b) City shall not be deemed to be in Default in the performance of any obligation required to be performed by City hereunder unless and until City has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Subrecipient specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in Default if City shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

- 8.2 Institution of Legal Actions.** In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct or remedy any Default, to recover damages for any Default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California or in the United States District Court for the Central District of California.
- 8.3 Acceptance of Service of Process.** In the event that any legal action is commenced by the Subrecipient against City, service of process on City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by City against the Subrecipient, service of process on the Subrecipient shall be made by personal service upon Subrecipient's Representative or in such other manner as may be provided by law.
- 8.4 Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.
- 8.5 Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 8.6 Attorneys' Fees.** City and Subrecipient agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

8.7 Termination.

- (a) Termination for Cause.** In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement in the event of a Default by the Subrecipient under this Agreement. Subrecipient may suspend or terminate this Agreement if City fails to make payments to Subrecipient as required herein.
- (b) Termination for Convenience.** In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the date the termination will be effective, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

[SIGNATURE PAGE FOLLOWS]

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EXHIBIT A

BUDGET

EXHIBIT A - HEART PROGRAM BUDGET

Categories		Budget
1.	Tenant Based Rental Assistance	\$210,000
2.	Security Deposit	\$30,000
3.	Utility Deposit	\$10,000
4.	Services	\$50,000
	TOTAL	\$300,000

EXHIBIT B

**DOCUMENTATION, RECORDKEEPING, REPORTING
AND MONITORING REQUIREMENTS**

DOCUMENTATION, RECORDKEEPING, REPORTING AND MONITORING REQUIREMENTS

Subrecipient shall comply with the requirements set forth in this Exhibit B at all times during the term of that certain Subrecipient Agreement between City and Subrecipient, to which this Exhibit is attached.

1. DOCUMENTATION AND RECORDKEEPING.

- (a) **Records to be maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 92.508(a)(3), which are pertinent to the Services to be funded under this Agreement. Records shall be maintained for each prospective participant, each Eligible Household and each Housing Unit inspected and/or occupied by an Eligible Household pursuant to the Agreement. Such records shall include but are not limited to:
 - (i) Records providing a full description of each activity undertaken;
 - (ii) Records required to determine the eligibility of activities for use of HOME Funds;
 - (iii) Records (including property inspection reports) demonstrating that each Housing Unit occupied by an Eligible Household meets the property standards of 24 CFR 92.251(d) and 24 CFR 982.401 upon occupancy and at the time of each annual inspection;
 - (iv) Records demonstrating compliance with the property standards and financial reviews and actions pursuant to 24 CFR §92.504(d);
 - (v) Records demonstrating that each Eligible Household is income eligible in accordance with 24 CFR 92.203, including all TBRA applications, eligibility determinations and documentation regarding any appeals of eligibility determinations;
 - (vi) Records demonstrating that Subrecipient is in compliance with the City's written tenant selection policies and criteria of 24 CFR 92.209(c), including any targeting requirements, the rent reasonableness requirements of 24 CFR 92.209(f), the maximum subsidy provisions of 24 CFR 92.209(h), and calculation of each Subsidy Payment;
 - (vii) Records demonstrating that each rental agreement for an Eligible Household receiving Subsidy Payments complies with the tenant and participant protections of 24 CFR 92.253;
 - (viii) Records documenting compliance with Subrecipient's marketing and outreach obligations under the Agreement, including compliance with the

fair housing and equal opportunity components of the HOME Program and HUD's Affirmative Fair Housing and Marketing regulations;

- (x) Records documenting compliance with the lead-based hazards requirements under the Agreement, the HOME Program, and 24 CFR Part 35, subparts A, B, J, K, M and R;
 - (xi) Financial records as required by 24 CFR 92.508(a)(5) and 24 CFR 84.21-28;
 - (xii) Records documenting the HOME Matching Contributions made by Subrecipient pursuant to the Agreement and the HOME Program, specifically including 24 CFR 92.218 through 24 CFR 92.222.
- (b) **Retention.** The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the period of Subsidy Payments terminates. Notwithstanding the above, if there are litigation matters, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all pertinent records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- (c) **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- (d) **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to Services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- (e) **Close Outs.** The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over HOME Funds, including program income.

- (f) **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the Garden Grove Housing Authority, HUD and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and OMB Circular A-122.

2. QUARTERLY PROGRESS REPORTS. Subrecipient shall submit quarterly progress reports to the City in a form approved or directed by the City on or before each April 15, July 15, October 15, and January 15, which shall include all of the following information regarding Subrecipient's activities during the prior quarter:

- (a) The number of HEART Program applications received, processed, approved and disapproved.
- (b) The number of Housing Units inspected, approved and disapproved and a description of any corrective work performed by Landlords to comply with HQS.
- (c) The number of Eligible Households assisted, including specific information regarding the number of and ages of all household members, income categories, types and amounts of assistance provided to each Eligible Household, and remaining terms of assistance expected to be provided to such households.
- (d) Description of each Eligible Household's participation in required self-sufficiency program and other optional social and supportive Services provided or otherwise made available to each Eligible Household.
- (e) Budget reconciliation information, including year-to-date expenditures and remaining balance available for Subsidy Payments in accordance with the Budget and the Agreement.
- (f) Number of additional Eligible Households Subrecipient expects to qualify and assist within the following three-month period.
- (g) Updated schedule for performance of the Services under the Agreement, including a schedule for qualifying and assisting additional Eligible Households as permitted by the Budget.
- (h) Information regarding any complaints received from Applicants or Eligible Households and any correspondence received from community members or

organizations or other nonprofit organizations regarding the HEART Program or specific activities or individuals involved in the HEART Program.

- (i) Documentation of the HOME Matching Contributions made by Subrecipient pursuant to the Agreement and the HOME Program, specifically including 24 CFR 92.218 through 24 CFR 92.222.

3. PERFORMANCE MONITORING.

- (a) **Biweekly Meetings.** Subrecipient shall be available to attend meetings with City staff every two weeks to review Subrecipient's activities and progress under this Agreement and to ensure the HEART Program is progressing smoothly and coordinating effectively and efficiently.
- (b) **City Oversight and Review.** City will monitor the performance of the Subrecipient against the goals and performance standards set forth in this Agreement. From time to time, City shall be entitled to audit and review Subrecipient's performance of the Services in accordance with the terms of the Agreement and compliance with the HOME Program. Substandard performance as determined by the City will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated in accordance with Section 8.3 of the Agreement.

EXHIBIT C
HEART PROGRAM OPERATING GUIDELINES

CITY OF GARDEN GROVE HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)

OPERATING GUIDELINES

PROGRAM OVERVIEW

In May 2019, the City of GARDEN GROVE (City) introduced a comprehensive approach to addressing the needs of its homeless population. This approach is a collaborative response that brings together the resources of the City, residents, businesses, service providers, philanthropists, and the faith-based community. A component of this approach is to provide rental assistance with wrap-around services to very low-income households who have a high probability of achieving self-sustainability. Accordingly, the City is launching the Homeless Emergency Assistance Rental Transition (HEART) pilot program that combines the resources and experience of expert service providers with City subsidies including Low/Moderate-Income Housing Trust Funds (LMIHTF) and HOME Investment Partnership (HOME) funds.

The main goal of the HEART Program is to assist homeless individuals and families achieve self-sustainability via rental assistance and supportive services. One or more qualified service providers, herein referred to as the “Program Operators”, will carry out the housing and support services components of the Program. The supportive service component is subsidized with LMIHTF funds, whereas the housing component is subsidized with HOME funds.

The housing component of the HEART program is a Tenant-Based Rental Assistance (TBRA) program and follows all the requirements of the HOME Program, as set forth in the HOME program under Section 24, Part 92, of the Code of Federal Regulations (24 CFR 92). HOME funds will be used to provide tenant-based rental assistance for a period of 12 months with the option to extend assistance an additional 12 months on a case-by-case basis. The Program Operators will be responsible for locating units or other housing options for use by program participants, including bridge housing, conducting Housing Quality Standards (HQS) Inspections and disbursing rental assistance payments. Once housed, the Program Operators shall work with participants to maintain successful tenancy, comply with the lease and adjust to their new environment. Additionally, the Program Operators shall continue its wrap-around case management services that address the specific needs of each individual.

The City published a Request for Proposals (RFP) through which two non-profit service providers will be selected to administer the program through Fiscal Year 2019-2020. The goal of the program is to assist 20 individuals (10 per Program Operator) in the first year of operation.

The City will evaluate the impact of the HEART Program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Program Operators. Key indicators of success will include the ability to transition off the HEART Program and remain housed without assistance, increases in earned income, increase in benefits and participation in case management.

The procedures set forth herein establish the tenant selection guidelines for the TBRA program, provide the necessary operating structure for the program and clarify the roles and responsibilities of the Program Operators and the City.

I. MARKETING, OUTREACH AND APPLICATION PROCESS

1. Marketing, Outreach and Intake

Prospective tenants for the program may be referred to the Program Operators through CES, or through the course of the Program Operators individual outreach and intake procedures. If being referred via CES, Program Operators must attempt to contact the individual within five (5) business days of the receipt of the referral. As part of the intake process, the Program Operators will complete a Coordinated Entry Intake form (**Appendix A**) for each member of the household, as well as review the individuals CES packet for completeness. If the packet is not complete, the Program Operators will be required to gathering the missing documentation in preparation for program acceptance.

2. Guidance for Eligible Households

The Program Operators will meet with the prospective eligible households throughout the application process and will continue to meet with and counsel each eligible household regarding the HEART Program, the eligible household's responsibilities as participants of the Program, and the goals and objectives of the Program.

II. DETERMINATION OF ELIGIBILITY

The HEART program combines the resources of the HOME program with LMIHTF funds. LMIHTF funds are utilized for the delivery of supportive service and HOME funds are utilized for rental assistance. While it is intended for the supportive services and rental assistance components of the program to be available jointly, applicant households must meet the eligibility qualifications of each program in order to receive the respective assistance. In order to determine eligibility, the Program Operators will meet with the prospective eligible household and complete the Program Application, attached as **Appendix B**. Eligibility for services offered by the HEART program shall adhere to the following selection criteria:

1. Income Eligible Household

- a) To receive services under the HEART program, applicant households must meet income eligibility requirements and have a total household income at or below the very low (50% AMI) income limits.
- b) Income limits for very-low income households are established annually for the HOME Program by HUD for the Orange County income limit area.
- c) Gross Annual Income shall be determined in accordance with 24 CFR 5.609, with the allowable exclusions from income established at 24 CFR 5.611.
- d) Gross Annual Income means the gross amount of income from all sources, including assets, for all adult household members that is anticipated to be received prospectively during the 12-month period following the date of application and before any deductions are taken.
- e) The Program Operators will determine and verify eligibility for assistance under the HEART Program through the review of income source documents. As outlined in the revised HOME rules published in July 2013, applicants must provide evidence of income for the two (2) most recent months. Acceptable source documents include wage statements, check stubs, entitlement verification from another government agency and bank

statements. The definition of income for the purposes of the HEART Program are located 24 CFR part 5 (often referred to as the Section 8 definition).

- f) The Program Operators may also consider any likely changes in income when collecting income verification documentation.
- g) Initial income verifications are valid for six months. If admission into the HEART program takes longer than 6 months, income verifications must be updated and reevaluated. After initial verification, income re-certifications shall be conducted annually.
- h) Income verifications will be used for two purposes:
 - i. To determine eligibility for services (HOME TBRA assistance). A determination of eligibility will be completed as part of the admissions process and thereafter annually.
 - ii. Income information will be used to establish the household's initial contribution toward rent, which shall be set at 30% of the household income. The household's initial contribution will remain unchanged for the first 6 months of assistance under the HOME TBRA program. Thereafter, rent will be adjusted in accordance with section IV below.

2. Currently homeless

- a) Meets the HUD Definition of homelessness (**Appendix C**) as identified under the ESG Program (24 CFR 576.2).

3. Current residents of the City of Garden Grove

Due to the nature of the population served by the HEART Program, it may not be possible to obtain traditional proof of residency documentation such as utility bills. The following documentation can be accepted to establish that an applicant household qualifies for the program and meets the Garden Grove live/work preference (**Appendix D**):

- a) Regularly receiving supportive services from a provider located in Garden Grove;
- b) Staying in homeless shelter/bridge/transitional housing
- c) Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- d) Holding a job in Garden Grove;
- e) Attending an education program meant to lead to self- sufficiency in Garden Grove (certificate/degree/diploma program);
- f) Children attending school located in Garden Grove;
- g) Living in a shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

4. Biannual Eligibility Verification

- a) The Program Operators will re-qualify each eligible household, including examination of source documentation, every 6 months.
- b) The Program Operators may request that a participating eligible household provide verification(s) more often than annually, as reasonably necessary to confirm continued qualification and eligibility for the TBRA Program.

The Program Operators will provide written notice to each Applicant stating whether the Applicant was determined to be eligible for assistance under the TBRA Program.

III. SELECTION OF HOUSING

1. Housing Unit Selection

Eligible households may elect to rent any housing unit in the County of Orange so long as the unit meets federal housing quality standards (HQS) or such other standards as may be made applicable to the TBRA Program by HOME Program statutes and/or regulations, specifically including Uniform Physical Condition Standards (UPCS) and passes a rent reasonableness test. Due to the nature of the population served by the HEART Program, it is expected that the Program Operators will assist eligible households with finding and selecting an appropriate housing unit that meets all program requirements.

While the Program Operators can refer eligible households to appropriate housing units, households may not be required to select a particular housing unit.

2. Occupancy Standards

The number of persons in each eligible household will determine the required unit type. Each household must comply with the 2+1 (i.e. two per bedroom plus one) occupancy standard.

The following table provides the occupancy standards by unit type:

Unit Type	Number in Household
One-Bedroom Unit	1 to 3 Persons
Two-Bedroom Unit	3 to 5 Persons
Three-Bedroom Unit	5 to 7 Persons
Four-Bedroom Unit	7 to 9 Persons

3. Property Inspections

Prior to occupancy of any housing unit by an eligible household, and again during the annual verification process, the Program Operators will have a certified Housing Quality Standards (HQS)

inspector inspect each housing unit to ensure the unit complies with HQS as set forth in the HOME Program (24 CFR 92.251), as well as all applicable state and local codes and ordinances, including zoning ordinances.

Each HQS inspection will include the following:

- a) Verification of property ownership;
- b) Verification of the age of the housing unit;
- c) Completed HQS Inspection Form (HUD -52580);
- d) Lead-based paint hazard assessment, dissemination of lead-based paint information pamphlet and disclosure form and lead-based paint reduction activities, if required;
- e) Adequate opportunity for landlord to correct any deficiencies indicated in the HQS Inspection form to bring the housing unit into compliance;
- f) Verification that occupancy by the eligible household will comply with occupancy standards;

4. Rent Reasonableness

Rental assistance paid on behalf of TBRA household must be in compliance with federal rent reasonableness requirements which require that rents paid by or on behalf of assisted households be similar to rents paid by non-assisted households.

Rent Reasonableness reviews will be performed by the Program Operators. The factors listed below shall be considered when determining rent comparability.

- a) Location and age
- b) Unit size including the number of rooms and square footage of rooms
- c) The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- d) The quality of the unit, which includes the building construction, maintenance and improvements
- e) Amenities, services, and utilities included in the rent

The Program Operators will follow both the rent reasonableness regulations established for the Housing Choice Voucher (HCV) program at 24 CFR 982.507 and the methodology described in Chapter 8, Part III of the Garden Grove Housing Authority Administrative Plan for the HCV program to evaluate rents. In the event that a rent request does not meet rent reasonableness requirements, the Program Operators shall attempt to negotiate a lower rent with the property owner. If the owner is not willing to accept a lower rent, the household must be instructed to search for another unit. Under no circumstances shall the Program Operators or the assisted household agree to pay more than approved through the rent reasonableness review. Additionally, the assisted household is not allowed to make up any difference in the rent offer.

Garden Grove Housing Authority (GGHA) will provide support to the Program Operators in completing this task. GGHA will be available for technical support and grant access to rent reasonableness data that Program Operators can use in finalizing approvals. In the event that there is a conflict between rents authorized by Program Operators and rents authorized for other rent subsidy programs offered by the City of Garden Grove, the Program Operators must work with

GGHA and/or City staff to resolve the conflict so that there is parity in all City sponsored rental assistance programs.

5. Coordination with Landlords

The Program Operators will meet with and provide guidance to landlords participating in the HEART Program regarding the requirements and procedures that impact landlords.

a) Rental Assistance Contract (**Appendix E**)

- i. The Program Operators will enter into a Rental Assistance Contract with each participating household. The Rental Assistance Contract will establish the security deposit assistance payment and the initial rental assistance payments to be paid on behalf of the household. The Contract will also establish the participating household's initial share of the contract rent.
- ii. The household's share of rent will be adjusted if and when the household's income increases and shall continue to be set at 30% of the household income.
- iii. This Contract will have a term of 6 months.

b) Lease Addendum (**Appendix F**)

- i. The landlord will be required to enter into a lease agreement with a minimum term of at least one (1) month with any eligible household occupying a housing unit.
- ii. The lease agreement will include a lease addendum that will be executed in connection with the lease between the landlord and the eligible household.
- iii. The addendum will include the terms of the rental assistance payments to be paid to the landlord on behalf of the eligible household, confirm the obligations of the landlord, confirm obligations of the eligible household regarding payment of rent, utilities and appliances, rules and regulations of tenancy and confirm the landlord's obligation to maintain the housing unit in accordance with HQS.
- iv. The landlord will be required to provide the Program Operators with notice of a lease termination, prohibit discrimination by the landlord against the eligible household as well as lease provisions prohibited by the HOME Program.
- v. The Program Operators will review the rental agreement to confirm its compliance with state law and all HOME Program requirements.

c) IRS Form W-9 (**Appendix G**)

- i. Each landlord will be required to submit a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification. The Program Operators will rely on this information when issuing a 1099 form to each payee as required by the IRS. A 1099 form must be issued annually to all participating landlord (payee).

IV. RENT CALCULATION, PAYMENT STANDARDS AND TERM

1. Rent Assistance Calculation

The Program Operators will complete a rental assistance calculation for each eligible household. The calculation will determine each household's initial program subsidy and share of the rent. The initial household rent is equivalent to the maximum subsidy amount allowed under HOME TBRA regulations and is calculated as the difference between 30% of the household's monthly income and the payment standard for the size of the unit. Each household's maximum rent subsidy will vary since the calculation involves the use of individualized factors such as the household's income and household size.

The initial household rent will remain unchanged for the first 6 months of assistance. Thereafter, household rent contributions may be increased if and when the household income increases. When increases in income occur, the Program Operators will complete a rental assistance calculation to include the increase in income within 30 days of receiving confirmation of the change in income. The household's rent contribution will be 30% of the adjusted household income for the duration of the program.

Minimum rent under the TBRA program is set at \$25.00. The minimum tenant payment is used if the maximum subsidy calculation would result in the household paying less than \$25.00 towards the monthly rent.

2. Payment Standards

The TBRA program must use the Garden Grove Housing Authority's (GGHA) current payment standards (**Appendix H**) to calculate monthly rental assistance. The GGHA's payment standards represent the cost of rent and utilities for moderately priced units in Garden Grove. Payment standards are established by bedroom size.

When utilities are included in the cost of renting a unit, that is, the owner assumes responsibility for payment for all utility services, the household's entire share of the housing costs will go directly to the owner.

When the cost of utilities is not part of the rent, that is, the household is directly responsible for payment of utility services, the household's initial share will be determined by subtracting a utility allowance from 30% of the household's total income. The Program Operators must use the Orange County Housing Authority (OCHA) Utility Allowance Schedule (**Appendix I**), as annually adopted by the GGHA, to determine the household's utility allowance. The result of 30% of the household's total income minus the applicable utility allowance is the household's initial share of rent. Each household is responsible for paying their rent share directly to the landlord each month.

If a selected housing unit is subject to contractual, statutory and/or regulatory affordability restrictions, the monthly rental assistance payments will not exceed the difference between the required affordable rent amount for the Housing Unit and 30% of the eligible household's monthly gross income.

3. Term

The Program Operators will provide rental assistance for an initial term of 6 months, which can be extended in 3 month intervals, up to a total six times, for a cumulative term of 24 months. Extensions will be granted at the discretion of the Program Operators and shall be based on continued program compliance and ongoing need.

V. UTILITY AND SECURITY DEPOSITS

1. Utility Deposit Assistance

The Program Operators may provide utility deposit assistance to an eligible household in the full amount of any utility deposit required for (electricity, gas and/or telephone service) to be provided to the utility provider when needed to assist the household in establishing a tenancy. Deposit assistance can only be provided once.

Utility Deposit Assistance may be provided only if the following requirements are met:

- a) Utility deposit assistance is only available where rental assistance is also being provided.
- b) Utility deposit assistance will be paid directly to the landlord or utility provider on behalf of the eligible household.

Utility deposits that are provided to the participating households will be in the form of a grant. Utility deposit refunds must be returned directly to the assisted household.

2. Security Deposit Assistance

As needed, the Program Operators will provide security deposit assistance to eligible households. Such assistance shall be the lesser of;

- a) Two months approved rent for the housing unit; or
- b) The standard security deposit required by the Landlord for non-subsidized tenants.

Security deposit assistance provided to participating households will be in the form of a grant. As such, the landlord can provide a security deposit refund directly to the household. Any disputes involving the return, or lack thereof, of a security deposit shall be settled by the tenant and landlord, as provided for in the lease. Deposit assistance can only be provided once for the duration of the program, including re-entry into the program following a separation.

VI. BI-ANNUAL RE-CERTIFICATION, TERMINATION OF ASSISTANCE AND RETURNING HOUSEHOLDS

1. Bi-annual Recertification

Recertification of income and program eligibility will occur semi-annually. The Program Operators will gather source documentation for participating households to determine annual income. Annual income must be calculated in accordance with 24 CFR part 5.

If the total household income is above 80% AMI, rental assistance must be terminated following a 30-day notification period. For households between 60% and 80% AMI the Program Operators must obtain approval from the City before rental assistance is continued.

2. Termination of Rental Assistance

Assistance can be terminated for the following reasons:

- a) Failure to comply with HEART Program Guidelines and/ or Client Participation Agreements including disengagement in client services.
- b) Eviction from the assisted rental unit based on behavioral issues and/or unlawful activity.
- c) The participant no longer qualifies, based on income eligibility, for assistance at semi-annual re-certification.
- d) Another rental assistance program such as the Section 8, Permanent Supportive Housing (PSH), Tenant-Based or Project-based program will assist the individual. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must terminate.

3. Returning Participant Households

As needed, participants may be allowed to return to the program for either support services, rental assistance or both. A determination to allow re-entry shall be based on the following criteria:

- a) Participants must have left the program in good standing. To be in good standing, participants must have been engaged in their case management plan, voluntarily left the program (not in lieu of termination) or have been released because their household income exceeded eligibility limits. In general, participants will not be allowed to re-enter the program if they were terminated for non-compliance.
- b) At the discretion of the Program Operators, a request for readmission from a non-compliant household may be considered when compelling reasons exist. In such cases, re-admission will require concurrence from the City of Garden Grove.
- c) The participant's previous rental assistance did not exceed 24 months. Cumulatively, participants will only be allowed to receive rental assistance for a maximum of 24 months.

VII. SELF SUFFICIENCY CASE MANAGEMENT SERVICES

The Program Operators will request each eligible household receiving rental assistance payments to participate in Self-Sufficiency Case Management Services (**Appendix J**) administered by the Program Operators. The Self-Sufficiency Program provides participating households with intense case management, which is designed to assist participants move to self-sufficiency within a 12 to 24 month period. Income re-certifications will be completed semi-annually for participating households.

Eligible households that fail to participate in the Self-Sufficiency Program will not be allowed to receive rental assistance extensions.

The Program Operators will use their agencies respective case management models to carry out these services. Although the Program Operators will utilize their own model, the Program Operators will be required to complete certain activities. The key activities are as follows:

1. Review the clients Coordinated Entry packet, specifically the VI-SPDAT, to determine service needs,
2. Development of a comprehensive, individualized service plan,
3. Coordination of services required to implement the plan,
4. Monitoring of client to assess the effectiveness of the plan,
5. Periodic service plan re-evaluation at least every three (3) months and adaptation of the plan, as necessary, and
6. Clear documentation of assessment, plan, and service referrals.

VIII. PERFORMANCE MEASUREMENTS

The City will evaluate the impact of the HEART program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Program Operators. Listed below are the key indicators the program will use to assess the program effectiveness.

Performance Measurements
of individuals receiving tenant based rental assistance.
of individuals receiving case management, including the development of an individualized case management plan.
of individuals who achieved one or more goals from their case management plan.
of individuals who obtained health insurance due to case management services.
of individuals with higher income at program exit than at program entry.
of individuals with more non-cash benefits at program exit than at program entry.
of individuals that successfully complete the program and maintain their housing without assistance.
of individuals that successfully complete the program but need permanent housing assistance.

**APPENDIX A – SAMPLE COORDINATED ENTRY INTAKE FORM AND
VI-SPDAT ASSESSMENT**

Coordinated Entry Intake - Individual

1a. Street Outreach Team or In-Reach Site:	1b. Interviewer's Name:
1c. Survey Date:	1d. Survey Time:
1e. Survey Location (City):	

3. Will you be completing the full assessment?

☐ Yes (CE Intake, VI-SPDAT and Housing Preference Survey)

☐ No (Name Only)

Client Identification

1. First Name:		3. Last Name:	
2. Middle Name:	2a. Suffix:	2b. Alias:	
4. Date of Birth: ____/____/____ <input type="checkbox"/> Full DOB reported <input type="checkbox"/> Approximate or partial DOB <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected		5. Social Security Number (last 4 digits): ____ <input type="checkbox"/> Approximate or partial SSN reported <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected	

Client Contact Information – Do you have a number and/or email where I can follow up with you or leave a message?

6. Main Phone #:	()	-	ext.	<input type="checkbox"/> Message/VM okay	Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> Text <input type="checkbox"/> Email
6a. Alternate Phone #:	()	-	ext.	<input type="checkbox"/> Message/VM okay	
7. Email:	@				

Client Demographics

<p>8. Gender:</p> <p><input type="checkbox"/> Male</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Transgender Female to Male</p> <p><input type="checkbox"/> Transgender Male to Female</p> <p><input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data not Collected</p>	<p>9. Do you have a disability? (Physical, Developmental, Mental Health, Chronic Health Condition, HIV/AIDS, and/or Substance Use Disorder)</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data Not Collected</p>	<p>10. Have you ever served in the U.S. Armed Forces?</p> <p><input type="checkbox"/> Yes → please administer VA release of information</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data not Collected</p>																		
<p>11. Education Level – What is the highest degree or level of school you have completed? If currently enrolled, highest degree received.</p> <table border="0"> <tr> <td><input type="checkbox"/> No Schooling Completed</td> <td><input type="checkbox"/> 10th Grade</td> <td><input type="checkbox"/> 4-years College Degree</td> </tr> <tr> <td><input type="checkbox"/> Nursery School to 4th Grade</td> <td><input type="checkbox"/> 11th Grade</td> <td><input type="checkbox"/> Graduate School</td> </tr> <tr> <td><input type="checkbox"/> 5th or 6th Grade</td> <td><input type="checkbox"/> 12th Grade, no diploma</td> <td><input type="checkbox"/> Client Doesn't Know</td> </tr> <tr> <td><input type="checkbox"/> 7th or 8th Grade</td> <td><input type="checkbox"/> High School Diploma</td> <td><input type="checkbox"/> Client Refused</td> </tr> <tr> <td><input type="checkbox"/> 9th Grade</td> <td><input type="checkbox"/> GED</td> <td><input type="checkbox"/> Data not Collected</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Post-Secondary School</td> <td></td> </tr> </table>			<input type="checkbox"/> No Schooling Completed	<input type="checkbox"/> 10 th Grade	<input type="checkbox"/> 4-years College Degree	<input type="checkbox"/> Nursery School to 4 th Grade	<input type="checkbox"/> 11 th Grade	<input type="checkbox"/> Graduate School	<input type="checkbox"/> 5 th or 6 th Grade	<input type="checkbox"/> 12 th Grade, no diploma	<input type="checkbox"/> Client Doesn't Know	<input type="checkbox"/> 7 th or 8 th Grade	<input type="checkbox"/> High School Diploma	<input type="checkbox"/> Client Refused	<input type="checkbox"/> 9 th Grade	<input type="checkbox"/> GED	<input type="checkbox"/> Data not Collected		<input type="checkbox"/> Post-Secondary School	
<input type="checkbox"/> No Schooling Completed	<input type="checkbox"/> 10 th Grade	<input type="checkbox"/> 4-years College Degree																		
<input type="checkbox"/> Nursery School to 4 th Grade	<input type="checkbox"/> 11 th Grade	<input type="checkbox"/> Graduate School																		
<input type="checkbox"/> 5 th or 6 th Grade	<input type="checkbox"/> 12 th Grade, no diploma	<input type="checkbox"/> Client Doesn't Know																		
<input type="checkbox"/> 7 th or 8 th Grade	<input type="checkbox"/> High School Diploma	<input type="checkbox"/> Client Refused																		
<input type="checkbox"/> 9 th Grade	<input type="checkbox"/> GED	<input type="checkbox"/> Data not Collected																		
	<input type="checkbox"/> Post-Secondary School																			

Client Name: _____

12. Which category best describes your race? (Check All that Apply): <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> American Indian/Alaska native <input type="checkbox"/> White <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected	13. Which category best describes your ethnicity? <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Hispanic <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data Not Collected
--	--

Location – On a regular day, where is it easiest to find you?

14. On a regular day, where is it easiest to find you? <input type="checkbox"/> Street <input type="checkbox"/> Vehicle <input type="checkbox"/> Abandoned building <input type="checkbox"/> Bus/train/subway station/airport <input type="checkbox"/> Drop In Center <input type="checkbox"/> Day services center <input type="checkbox"/> Soup Kitchen <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Transitional Housing <input type="checkbox"/> Permanent Housing <input type="checkbox"/> Clinic/Hospital – Health <input type="checkbox"/> Clinic/Hospital – Mental Health <input type="checkbox"/> Clinic/Hospital – Substance Abuse <input type="checkbox"/> Jail, prison, or juvenile detention facility <input type="checkbox"/> Family or friend's room, apartment, condo, or house <input type="checkbox"/> Foster care or group home <input type="checkbox"/> Other (specify): _____	14a. Intersection:
	14b. Landmark:
	14c. City:
	14d. Zip Code:

NOTES:

--

Client Name: _____

VI-SPDAT for Single Adults, American Version 2.0 – obtained from <http://www.orgcode.com/>

IF THE PERSON IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.

HISTORY OF HOUSING AND HOMELESSNESS

1. Where do you sleep most frequently?

- ☐ Shelters
☐ Transitional Housing
☐ Safe Haven
☐ Outdoors
☐ Others (specify): _____

Address: _____

1a. Intersection: _____

1b. Landmark: _____

1c. City: _____

1d. Zip Code: _____

☐ Same as above

☐ Refused

IF THE PERSON ANSWERS ANYTHING OTHER THAN SHELTER, TRANSITIONAL HOUSING, OR SAFE HEAVEN, THEN SCORE 1.

2. How long has it been since you lived in permanent stable housing? _____

3. In the past three years, how many times have you been housed and then homeless again? _____

4. In the last three years, what is the total number of months spent homeless on the streets, in an emergency shelter, or place not meant for human habitation? _____

IF THE PERSON HAS EXPERIENCED 12 OR MORE MONTHS OF HOMELESSNESS (CONSECUTIVE OR NOT), AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

Page Total A: /3

RISKS

5. In the past six months, how many times have you...

- a. Received health care at an emergency department/room? _____
b. Taken an ambulance to the hospital? _____
c. Been hospitalized as an inpatient? _____
d. Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotline? _____
e. Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? _____
f. Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? _____

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

6. Have you been attacked or beaten up since you've become homeless? ☐ Yes ☐ No ☐ Refused
7. Have you threatened to or tried to harm yourself or anyone else in the last year? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

8. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult for you to rent a place to live? ☐ Yes ☐ No ☐ Refused

IF YES, THEN SCORE 1 FOR LEGAL ISSUES.

Client Name: _____

9. Does anybody force or trick you to do things that you do not want to do? ☐ Yes ☐ No ☐ Refused
10. Do you ever do things that may be considered risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF EXPLOITATION.

SOCIALIZATION & DAILY FUNCTIONING

11. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ Yes ☐ No ☐ Refused
12. Do you get any money from the government, a person, an inheritance, working under the table, a regular job, or anything like that? ☐ Yes ☐ No ☐ Refused

IF YES TO QUESTION 11 OR NO TO QUESTION 12, THEN SCORE 1 FOR MONEY MANAGEMENT.

13. Do you have planned activities, other than just surviving that make you feel happy and fulfilled? ☐ Yes ☐ No ☐ Refused

IF NO, THEN SCORE 1 FOR MEANINGFUL DAILY ACTIVITY.

14. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water, and other things like that? ☐ Yes ☐ No ☐ Refused

IF NO, THEN SCORE 1 FOR SELF-CARE.

15. Is your current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family or friends caused you to become evicted? ☐ Yes ☐ No ☐ Refused

IF YES, THEN SCORE 1 FOR SOCIAL RELATIONSHIPS.

Page Total B: /8

WELLNESS

16. Have you ever had to leave an apartment, shelter program or other place you were staying because of your physical health? ☐ Yes ☐ No ☐ Refused
17. Do you have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Yes ☐ No ☐ Refused
18. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ Yes ☐ No ☐ Refused
19. Do you have any physical disabilities that would limit the type of housing you could access, or would make it hard for you to live independently because you'd need help? ☐ Yes ☐ No ☐ Refused
20. When you are sick or not feeling well, do you avoid getting help? ☐ Yes ☐ No ☐ Refused
21. *FOR FEMALE RESPONDENTS ONLY:* Are you currently pregnant? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

22. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☐ Yes ☐ No ☐ Refused
23. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR SUBSTANCE USE.

Client Name: _____

24. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program, or other place you were staying, because of:

a. A mental health issue or concern?

☐ Yes ☐ No ☐ Refused

b. A past head injury?

☐ Yes ☐ No ☐ Refused

c. A learning disability developmental disability, or other impairment?

☐ Yes ☐ No ☐ Refused

☐ Yes ☐ No ☐ Refused

25. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help?

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR MENTAL HEALTH.

IF THE RESPONDENT SCORE 1 FOR PHYSICAL HEALTH AND 1 FOR SUBSTANCE USE AND 1 FOR MENTAL HEALTH, SCORE 1 FOR TRI-MORBIDITY.

26. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking?

☐ Yes ☐ No ☐ Refused

27. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication?

☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR MEDICATIONS.

28. YES or NO: Has your current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you have experienced?

☐ Yes ☐ No ☐ Refused

IF YES, SCORE 1 FOR ABUSE AND TRAUMA.

Page Total C: /6

Scoring Summary

	Subtotal	Results	
Page Total A		Score	Recommendations
Page Total B		0-3	No housing intervention
Page Total C		4-7	Assessment for Rapid Rehousing
Grand Total		8+	Assessment for Permanent Supportive Housing

APPENDIX B – PROGRAM APPLICATION

**CITY OF GARDEN GROVE
HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)
APPLICATION FOR RENTAL ASSISTANCE**

APPLICANT NAME:

Current Address:

City, State, Zip Code:

Home Phone:

Alternate Phone:

Email Address:

HOUSEHOLD COMPOSITION

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.)

Member's Full Name	Relationship	Birthdate	Age	Sex	Social Security No.

PREFERENCE

Does the applicant meet any of the eligibility preferences?

- ☐ Individuals that score between 4 and 7 on the VI-SPDAT;
- ☐ Individuals that score an 8 and above on the VI-SPDAT but do not have a disabling condition keeping them from maintaining housing and employment.

ELIGIBILITY REQUIREMENTS

Eligibility is limited to individuals and families who meet the HUD Definition of homelessness as identified under the ESG Program (24 CFR 576.2) and meets the Garden Grove live/work preference.

The household qualifies for the programs Garden Grove live/work preference by:

- ☐ Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove;
- ☐ Regularly receiving supportive services from a provider located in Garden Grove;
- ☐ Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- ☐ Holding a job in Garden Grove;

- ☐ Attending an education program meant to lead to self- sufficiency in Garden Grove (certificate/degree/diploma program);
- ☐ Children attending school located in Garden Grove;
- ☐ Living in your shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

INCOME INFORMATION

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

ASSET INFORMATION

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (e.g.bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the [Program Administrator] to verify all information provided on this application.

Head of Household Signature	Date	Other Member Signature	Date
-----------------------------	------	------------------------	------

APPENDIX C - HOMELESS CERTIFICATION FORM

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

HUD's DEFINITION of HOMELESSNESS and CERTIFICATION

Household Name: _____ Date: _____

This is to certify the above individual or household is currently homeless based on the category checked and required documentation. ****THE GENERAL HOMELESS CERTIFICATION MUST BE COMPLETED FOR EACH HOUSEHOLD.**

****GENERAL HOMELESS CERTIFICATION**

*****Category 1 is eligible for Rapid Re-housing Assistance under the HEART Program***

CATEGORY 1: Literally Homeless

- ☐ Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; **or**
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs).

To certify homeless status for the above, must provide documentation of 1 of the following:

- ☐ Written observation by the outreach worker; **or**
- ☐ Written referral by another housing or service provider; **or**
- ☐ Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter (Form No. 5).

- ☐ Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (iii) Is exiting an institution where (s)he has resided for 90 days or less **and** who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution (**documentation must include one of the above forms of evidence AND 1 of the following**).
- ☐ Discharge paperwork **or** written/oral referral; **or**
 - ☐ Written record of intake worker's due diligence to obtain above evidence **and** certification by individual that they exited institution (Form No. 5).

*****Categories 2 thru 4 are considered "homeless" but receive assistance under Prevention***

CATEGORY 2: Imminent Risk of Homelessness

- ☐ Individual or family who will imminently lose their primary nighttime residence, provided that:
- (i) Residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.

Documentation must include 1 of the following:

- ☐ A court order resulting from an eviction action notifying the individual or family that they must leave; **or**
- ☐ For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay (Form No. 5); **or**
- ☐ A documented and verified oral statement.

In addition to 1 of the above, documentation must include BOTH of the following:

- ☐ Certification that no subsequent residence has been identified (Form No. 5); **AND**
- ☐ Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing (Form No. 5).

CATEGORY 3: Homeless under Other Federal Statutes

- ☐ Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under the other listed federal statutes;
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
 - (iii) Have experienced persistent instability as measured by 2 moves or more during the preceding 60 days; **and**
 - (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Documentation must include all of the following:

- ☐ Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; **and**
 - ☐ Certification of no public housing in the last 60 days; **and**
 - ☐ Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved 2 or more times in the past 60 days; **and**
 - ☐ Documentation of special needs **or** 2 or more barriers.
-

CATEGORY 4: Fleeing/Attempting to Flee Domestic Violence

- ☐ Any individual or family who:
- (i) Is fleeing, or is attempting to flee, domestic violence;
 - (ii) Has no other residence; **and**
 - (iii) Lacks the resources or support networks to obtain other permanent housing

Documentation required:

For victim service providers:

- ☐ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification (Form No. 5) **or** a certification by the intake worker.

For non-victim service provider (must document all of the following):

- ☐ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification (Form No. 5) **or** by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; **and**
 - ☐ Certification by the individual or head of household that no subsequent residence has been identified (Form No. 5); **and**
 - ☐ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing (Form No. 5).
-

Intake Staff Signature: _____

Date: _____

APPENDIX D – GARDEN GROVE LIVE/WORK PREFERENCE FORM HOMELESS

GARDEN GROVE HOMELESS CERTIFICATION & LIVE/WORK REQUIREMENTS

To qualify for Garden Grove funded services, the individual or family **must** meet the Garden Grove live/work preference and meet one of the four categories identified in HUD's homeless definition. To meet these requirements, agencies must complete the standard Declaration of Homelessness Status Form and verify the participant meets one of the live/work preference requirements listed below.

Part 1

Complete the standard Declaration of Homelessness Form and check the corresponding box below.

- ☐ **Category 1:** Person or household lacks a fixed, regular, and adequate nighttime residence.
- ☐ **Category 2:** Person or household who will imminently lose their primary nighttime residence.
- ☐ **Category 3:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition.
- ☐ **Category 4:** A person or household that is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individuals of households primary residence or has made the individual or household afraid to return to their primary residence.

Part 2

Verify the person or household meets the Garden Grove live/work preference by checking one of the boxes. The live/work requirement must be verified by a third party and documented in writing. If the supporting documentation included in the standard Declaration of Homelessness Form meets this requirement, no additional work will be needed, merely check the corresponding box.

- ☐ Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove.
- ☐ Regularly receiving supportive services from a provider located in Garden Grove.
- ☐ Staying in a park/streets/other location in Garden Grove and documented by an outreach team.
- ☐ Holding a job in Garden Grove.
- ☐ Attending an education program meant to lead to self- sufficiency in Garden Grove.
- ☐ Children attending school located in Garden Grove.
- ☐ Living in your shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

APPENDIX E – RENTAL ASSISTANCE CONTRACT

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Telephone Number:	UNIT NO. & ADDRESS	TENANT NAME
--	--------------------	-------------

This HOME Rental Assistance Contract ("Contract") is entered into between _____ "Program Administrator" and the Tenant identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of the Contract shall begin on _____ and terminate at the end of six months.

2. SECURITY DEPOSIT

- A. The Program Administrator will pay a security deposit to the Landlord in the amount of \$_____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND PROGRAM ADMINISTRATOR

- A. *Initial Rent.* The Program Administrator will provide rental assistance for an initial term of 6 months, which can be extended for additional periods of up to 3 months each, up to a total, cumulative term not to exceed 24 months in a three year period, all at the discretion of the Program Administrator. The initial total monthly rent payable to the Landlord for the six months of this Contract is \$_____.
- B. *Rent Adjustments..* During the first 60 days of occupancy in the unit, the Tenant contribution toward rent, as identified in *C. Tenant Share of the Rent*, will remain unchanged. Each month thereafter, the rental assistance payment amount paid on behalf of the Tenant may be reduced by \$100. When the rental assistance payment is reduced, the Tenant is responsible for making up the difference in the payment. Tenants may request suspensions of their monthly rent increases. All requests will be reviewed by the Program Administrator and granted at their sole discretion. In evaluating whether or not to grant a request to suspend a

proposed rental assistance payment decrease the Program Administrator shall consider the family's ability to make additional rental payments, extenuating life circumstances, unplanned expenses, and/ or unexpected loss of income.

- C. *Tenant Share of the Rent.* Initially, the Tenant's share of the rent shall be \$_____.
- D. *Program Administrator Share of the Rent.* Initially, the Program Administrator's share of the rent shall be \$_____. Neither the Program Administrator nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Program Administrator's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract. Further, the Program Administrator's obligation is subject to execution of a written agreement under which the City of Anaheim commits HOME funds to Program Administrator pursuant to the HOME Regulations set forth at 24 CFR part 92, and specifically in accordance with the definition of "commitment" set forth in 24 CFR 92.2.

Notice to TBRA Tenants:

In order to be eligible to receive rental assistance through the HOME TBRA Program, all Tenants must participate in a Self-Sufficiency Program which is authorized and/or conducted by Program Administrator.

Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months in a three year period.

Do not enter into a Lease Agreement unless the rental unit has been inspected for compliance with HQS requirements and approved by Administrator.

_____(Tenant's Initials)

LANDLORD'S CHECK TO BE MAILED TO: SS NO. _____

NAME(S) _____

ADDRESS _____

SIGNATURE OF PROGRAM ADMINISTRATOR DATE

SIGNATURE OF TENANT DATE

APPENDIX F – LEASE ADDENDUM

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

Administrator:

Contract/RSP Number:

Administrator Address:

Phone:

Tenant Name:

Unit Address:

Number of Bedrooms:

Landlord Name:

Landlord Address:

Phone:

Purpose of Lease Addendum. Tenant has been approved to receive rental assistance under the HOME Investment Partnerships (HOME) Program Tenant-Based Rental Assistance (TBRA) Activity administered by Administrator on behalf of the City of Garden Grove. The Lease for the above-referenced rental unit is hereby amended to include the provisions of this Lease Addendum, as follows:

1. **Conflict with Other Provisions of the Lease.** In the event of any conflict between the provisions of this Lease Addendum and any sections of the Lease, the provisions of this Lease Addendum prevail.
2. **Terms of Lease.** The rental term of the Lease begins on: _____ / _____ / _____ and terminates on _____ / _____ / _____, unless it is terminated sooner by one of the following events:
 - A. The Lease is terminated by Landlord in accordance with applicable state and local laws; or
 - B. The Lease is terminated by Tenant in accordance with the Lease; or
 - C. The Lease is terminated by mutual agreement of Landlord and Tenant during the term of the Lease; or
 - D. The HOME Rental Assistance Contract between Tenant and Administrator is terminated.
3. **Rental Assistance Payment.** The Program Administrator will provide rental assistance for an initial term of 6 months, which can be extended for additional periods of up to 3 months each, up to a total, cumulative term not to exceed 24 months in a three year period, all at the discretion of the Program Administrator. The initial total monthly rent payable to the Landlord for the first two months of this Lease Addendum is \$ _____.
 - A. **Payment Conditions.** The right of the owner to receive payments under this Lease Addendum shall be subject to compliance with all of the provisions of the Lease. The Landlord shall be paid under this Lease Addendum on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

1. the Lease unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Lease unit is leased to and occupied by the Tenant named above in this Lease Addendum.
 3. the Landlord has not received and will not receive any payments as rent for the Lease unit other than those identified in this Lease Addendum.
 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- B. *Overpayments.* If the Program Administrator determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Program Administrator may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Contract.

4. Security Deposit.

- A. Administrator has paid: \$_____ directly to Landlord to be held as a Security Deposit paid on behalf of Tenant. Landlord will hold the Security Deposit during the period in which Tenant occupies the rental unit under the Lease. Landlord will comply with state and local laws regarding interest earned on Security Deposits.
- B. After Tenant's household has vacated the rental unit, Landlord may use the Security Deposit as reimbursement for rent or toward any other amounts payable by Tenant under the Lease, in accordance with state and local laws. Landlord will provide Tenant a written list specifying all damages, items, and amounts charged against the Security Deposit. Any Security Deposit amount remaining after the reimbursement to Landlord has been deducted shall be promptly refunded directly to Tenant.
- C. The Landlord shall immediately notify the Program Administrator when the Tenant has moved from the Leased unit.

5. Utilities and Appliances. Utilities and appliances are provided as indicated in the following table:

Description of Utility or Appliance	Included in Rent?		Paid for or Provided by	
Heating (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Oil	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Air Conditioning	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Cooking (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Other Electric	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Water Heating (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

Description of Utility or Appliance	Included in Rent?		Paid for or Provided by	
Water	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Sewer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Trash Collection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Range	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Refrigerator	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

6. **Household Members.** ALL Household members authorized to live in this rental unit are listed below. Tenant may not permit other persons to join the household without notifying Administrator and obtaining Landlord's permission.

Full names of ALL household members:

1.	5.
2.	6.
3.	7.
4.	8.

7. **Housing Quality Standards.** The Landlord agrees to maintain and operate the Lease unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.

The Program Administrator shall have the right to inspect the Lease unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

If the Program Administrator determines that the Landlord is not meeting these obligations, the Program Administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the Program Administrator's share of the rent and/or terminate the Lease.

8. **Termination of Tenancy.** Landlord may evict Tenant for cause in accordance with HOME Program requirements and applicable state and local statute. Landlord must provide all required notices to Tenant and provide copies of such notices to Administrator. Landlord must notify Tenant and Administrator in writing when eviction proceedings begin.

9. **Prohibited Lease Provisions.** The following provisions may not be included in or applied to the Lease, and may not be enforced by Landlord:

- A. **Confession of Judgment.** Tenant may not be required to consent to be sued, to admit guilt, or to accept or acknowledge a judgment in favor of Landlord in a lawsuit brought in connection with the Lease.

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

- B. *Treatment of Property.* Tenant may not be required to agree that Landlord may take or hold Tenant's property, or sell such property without notice to Tenant and a court decision on the rights of the parties.
- C. *Excusing Landlord from Responsibility.* Tenant may not be required to excuse Landlord or Landlord's agent from his/her legal responsibility for any action or failure to act, whether intentional or negligent.
- D. *Waiver of Legal Notice.* Tenant may not be required to agree that Landlord may institute a lawsuit without notice to Tenant.
- E. *Waiver of Court Proceedings for Eviction.* Tenant may not be required to agree that Landlord may evict Tenant and/or Tenant's family prior to:
 - i. the initiation of civil court proceedings in which the family has the opportunity to present a defense; or
 - ii. the receipt of a decision by the court on the rights of the parties.
- F. *Waiver of Jury Trial.* Tenant may not be required to authorize Landlord to waive Tenant's right to a trial by jury.
- G. *Waiver of Right to Appeal Court Decision.* Tenant may not be required to authorize Landlord to waive Tenant's right to appeal a court decision or waive Tenant's right to sue to prevent a judgment from being put into effect.
- H. *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Tenant may not be required to agree to pay attorney fees or other legal costs in the event Landlord files civil suit.
- I. *Mandatory supportive services.* Landlord may not require agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

10. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Program Administrator, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Program Administrator and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

11. PROGRAM ADMINISTRATOR AND HUD ACCESS TO LANDLORD RECORDS

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

A. The Landlord shall provide any information pertinent to this Lease which the Program Administrator or HUD may reasonably require.

B. The Landlord shall permit the Program Administrator or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Lease Addendum.

12. RIGHTS OF PROGRAM ADMINISTRATOR IF LANDLORD BREACHES THE LEASE ADDENDUM

A. Any of the following shall constitute a breach of the Lease Addendum:

1. If the Landlord has violated any obligation under this Lease Addendum; or
2. If the Landlord has demonstrated any intention to violate any obligation under this Lease Addendum; or
3. If the Landlord has committed any fraud or made any false statement in connection with the Lease Addendum, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

B. The PHA's right and remedies under the Lease include recovery of overpayments, termination or reduction of payments, and termination of the Lease. If the Program Administrator determines that a breach has occurred, the Program Administrator may exercise any of its rights or remedies under the Lease Addendum. The Program Administrator shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.

C. Any remedies employed by the Program Administrator in accordance with this Lease Addendum shall be effective as provided in a written notice by the Program Administrator to the Landlord. The Program Administrator's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. RELATION TO THIRD PARTIES

A. The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Lease Addendum, or as a result of any other action or failure to act by the Landlord.

B. The Landlord is not the agent of the Program Administrator and this Lease Addendum does not create or affect any relationship between the Program Administrator and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Lease Addendum.

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

C. Nothing in this Lease Addendum shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Lease Addendum or to assess any claim against HUD, the Program Administrator or the Landlord under this Lease Addendum.

14. CONFLICT OF INTEREST PROVISIONS

A. No employee of the Program Administrator who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this Lease Addendum or in any proceeds or benefits arising from the Lease Addendum or to any benefits which may arise from it.

15. TRANSFER OF THE LEASE ADDENDUM

A. The Landlord shall not transfer or assign this Lease Addendum in any manner, without the prior written consent of the Program Administrator. The Program Administrator shall give its consent to a transfer or assignment if the transferee agrees in writing (in a form acceptable to the Program Administrator) to comply with all terms and conditions of this Lease Addendum.

16. ENTIRE AGREEMENT: INTERPRETATION

A. This Lease Addendum contains the entire agreement between the Landlord and the Program Administrator. No changes in this Lease Addendum shall be made except in writing signed by both the Landlord and the Program Administrator.

B. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

17. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Lease Addendum during the Lease Addendum term.

B. The individual executing this Lease Addendum on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	Tenant (Type or Print):
(Signature/Date)	(Signature/Date)

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Landlord

Date

Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.

APPENDIX G – IRS FORM W-9

APPENDIX H – GGHA PAYMENT STANDARDS

PAYMENT STANDARDS FOR AREA-WIDE PHAS

GGHA: Effective 11/1/18 for New Leases and 12/1/18 for Annuals

Bedroom Size	FMR's 10/1/18	GGHA NL 11/1/18 A 12/1/18	AHA Effective 10/1/18		SAHA 10/1/18	OCHA Effective 10/1/18		
			Regular	92808 Zip Code		Basic (1)	Central (2)	Restricted (3)
SRO*	1061	N/A	1061	1168	1040	1058	1058	1058
0	1415	1316	1415	1557	1387	1410	1410	1410
1	1632	1518	1714	1796	1599	1526	1656	1789
2	2037	1894	2037	2241	1996	1885	2016	2125
3	2862	2662	2862	3149	2748	2643	2779	2997
4	3304	3040	3304	3635	3172	3052	3052	3052
5	3800	3496	3800	4180	3648	3510	3510	3510
6	4296	3951	4296	4726	4123	3968	3968	3968

The FMRs for unit sizes larger than 4 BRs are calculated by adding 15% to the 4 BR FMR for each extra bedroom

AHA's New payment standards are set at 100% of FMR except one bedroom set at 105%; and are set at 110% for zip code 92808

As of 2/1/15 OCHA has three payment standards.

Basic Payment Standards: The following cities qualify for Basic Payment Standards: Brea, Buena Park, Cypress, Fullerton, Laguna Woods, La Habra, La Palma, Los Alamitos, Orange, Placentia, Seal Beach, Stanton, Villa Park, Westminster, Yorba Linda, and unincorporated areas (e.g. Midway City) north of the 55 freeway.

Central Payment Standards: The following "central coast" cities qualify for Central Payment Standards: Costa Mesa, Fountain Valley, and Huntington Beach.

Restricted Payment Standards: The following "high rent areas" of the county qualify for Restricted payment Standards: Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Rancho Santa Margarita, San Juan Capistrano (including Capistrano Beach), San Clemente, Tustin, and unincorporated areas south of the 55 freeway.

SAHA-Portability only

APPENDIX I – GGHA UTILITY ALLOWANCE

2019 Utility Allowance Schedule

The following Utility Allowances will be used by the Orange County Housing Authority (OCHA) for administration of the Housing Choice Voucher Program effective October 1, 2018.

Bedroom	0	1	2	3	4	5+
Gas						
Cooking	4	4	6	8	10	12
Heating	17	19	22	23	26	28
Water Heating	9	11	15	21	27	32
Electric						
Basic	25	29	43	58	74	91
Cooking	5	6	12	16	20	24
Heating	18	21	23	26	31	39
Water Heating	17	21	29	35	41	47
Other						
Water	32	34	47	66	86	105
Trash/Sewer	29					
Refrigerator	9					
Stove	7					

Orange County Housing Authority

1770 N. Broadway, Santa Ana CA. 92706 * Phone (714) 480-2700 FAX (714) 480-2945

APPENDIX J – SELF-SUFFICIENCY CASE MANAGEMENT POLICIES AND PROCEDURES

Appendix J - Self Sufficiency Case Management Policies and Procedures

Overview

The City of Garden Grove's (City) Homeless Emergency Assistance Rental Transition (HEART) Program (Program) is focused on assisting homeless household's secure supportive services and housing. Primarily, the program will serve:

- Individuals that score between a 4 and 7 on the VI-SPDAT and; or
- Individuals that score an 8 or above on the VI-SPDAT, but do not have a debilitating condition that would keep them from maintaining housing and employment.

To facilitate the delivery of HEART services, the City published a Request for Proposals (RFP) and to select two Program Operators (Operators) to administer the program through FY 2019-20. The goal of the program is to assist 20 individuals (10 each) in the first 12 months of operation.

The Program aims to provide tenant based rental assistance and self-sufficiency case management services to homeless households. During their time in the Program, households will work closely with a case manager to secure housing, develop an individualized service plan, and implement the plan in order to maintain housing after rental subsidy ceases.

Operators will request each eligible household receiving rental assistance payments to participate in self-sufficiency case management services. The self-sufficiency program provides participating households with intense case management, which is designed to assist participants move to self-sufficiency within a 12 month period, with the option to extend the Program an additional 12 months upon City approval.

The case management component is funded with Low/Moderate-Income Housing Trust Fund (LMIHTF) money and the housing component is funded with HOME funds. The HOME funds will be used to provide tenant-based rental assistance, for up to 24 months.

If the participating household's income exceeds the very low (50% AMI) income limits, the Operators must receive City approval to continue providing services. Eligible households that fail to participate in the Self –Sufficiency Program will not be allowed to receive rental assistance extensions.

The Operators will use their agency's respective case management models to carry out these services. Although the Operators will utilize their own models, they will be required to complete certain activities which are identified in the following sections.

Outreach and Program Referral

Prospective tenants for the program may be referred to the Operators through CES, or through the course of the Operators individual outreach and intake procedures. If being referred via CES, Operators must attempt to contact the individual within five (5) business days of the receipt of the referral. As part of the intake process, the Operators will complete a Coordinated Entry Intake form (**Attachment A**) for each member of the household, as well as review the individuals CES packet for completeness. If the packet is not complete, the Operators will be required to gathering the missing documentation in preparation for program acceptance.

Housing History and Search

As soon as a household is enrolled, the Operator will begin to work with the participant to identify housing history, barriers and goals, and identify housing. The Operator is responsible for assisting participants with the following:

- Assist participants in housing search which may include providing transportation to units (if needed)
- Help participants complete rental application paper work and submit to leasing agents
- Assist participants with preparing to make personal contact with landlords (including dress, cleanliness, and presentation) when applying for housing.
- Assist participants to follow up with landlords, once a unit is identified to ensure paperwork needed to secure the unit and move in is complete.

During this time, most of the focus of the case management relationship is on the housing search. However, participants may need other supports, including assistance gaining income, handling health or mental health issues, or other needs.

Case Management Approach

The self-sufficiency case management shall provide the support necessary to help the household retain housing once it is secured, to secure resources and make connections in the community that can sustain them after the program is over. The program is intended to be compassionate, individualized and "Housing First" oriented. Nonetheless, to achieve the income levels or other supports needed to sustain housing, participants are expected to be actively engaged in whatever self-determined goals they have set in their individualized service plan.

Using the VI-SPDAT as a guide, the Operator's staff will work with the households to develop an Individualized Service Plan (**Attachment A**). The individualized service plan is prepared at the time of move-in and should be updated as frequently as necessary to reflect changing situations. The plan outlines the household's goals to stabilize in their housing in key areas. Some examples of key areas are the following:

- Increase income through employment, benefits or a combination of the two, as needed to sustain housing
- Outpatient physical and/ or mental health services
- Outpatient substance abuse treatment services
- Landlord mediation and credit building
- Transportation assistance
- Education services including consumer education, health education, substance abuse prevention, literacy, ESL and GED
- Employment assistance and job training
- Life skills training such as budgeting, money management, household management, nutrition, and other skills that may never have been learned or have been lost
- Other self-established priorities

Supportive Service Referral Procedures

A household's need for supportive services will be addressed in case management sessions. The program operator's staff will be trained on resources that are available in the community and have access to electronic and other resource guides.

Once a need is identified, the Operator will provide the household with a list of resource referrals, primary contact information and any other important information related to accessing the service. Households with a lower level of acuity may opt to access the resource on their own. Households with a higher level of acuity may be provided additional support to access the resource including arranging appointments and transportation to the service site. Households may be provided transportation assistance via a bus voucher or gas card, as funding permits.

Once the Operator has provided a household with a resource referral they will include this referral in their case management meeting notes. At the subsequent case management session, the program operator's staff will inquire as to the success of the resource connection. Here they will address and problem solve any remaining challenges that may hinder the household's ability to access the resource and provide additional support where and as needed. The Operator will note the outcome of each resource referral in both the case notes and in the HMIS record.

Case Management Meetings

The frequency of case management meetings is determined by each household's need. Operator's staff will meet with households a minimum of once bi-monthly. These meetings are mandatory and a participant can request more frequent meetings. Case Management meetings should be face-to-face and held in a safe and private location. If the Operator's staff is unable to meet with the client and, instead, connects with them over the phone, the reason must be documented in the case file.

These meetings will be used to assist household in obtaining appropriate supportive services, as well as connect them to other federal, state, local and private benefits and services for which they may be eligible. Households will work closely with Operators to set individualized service goals and create a plan to maintain housing.

Case Management Files, HMIS and Reporting

The following outlines policies for Case Management Files and Data Collection.

- All HUD mandated information will be entered into the HMIS system per 211 OC requirements.
- At program entry, households will complete a standard HMIS intake form and sign an HMIS Consent form that is kept in the case file.
- Case Management Databases will be updated at least monthly
- Quarterly data reviews will be conducted to ensure data quality and to evaluate program effectiveness.
- All case management information must be kept confidential and information should not be disclosed to anyone outside the program operators staff without a signed disclosure form
- All client's personal information should be protected and only shared even among program operator staff when necessary to ensure the client receives quality assistance
- All meetings must be documented in case notes and include:
 - date of meeting
 - overview of meeting content
 - observations/concerns
 - status of service plan progress and goals
 - staff initials
- Case notes should clearly connect to the households stated housing and other goals.
- All supportive services received by households must be clearly documented in their case file.
- Operators will maintain adequate records of services in sufficient detail to demonstrate compliance with the policies and procedures of the program. These records shall be retained for 7 years from the date service provision stops.

Termination of Assistance

Rental assistance and case management services can be terminated for the following reasons:

- Failure to comply with HEART Program Guidelines and/ or Client Participation Agreements including disengagement in client services.
- Eviction from the assisted rental unit based on behavioral issues and/or unlawful activity.
- The participant no longer qualifies, based on income eligibility, for assistance at semi-annual re-certification.

Another rental assistance program such as the Section 8, Permanent Supportive Housing (PSH), Tenant-Based or Project-based program will assist the individual. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must terminate.

Performance Measurements

The City will evaluate the impact of the HEART program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Operators. Listed below are the key indicators the program will use to assess the program effectiveness.

Performance Measurements
of individuals receiving tenant based rental assistance.
of individuals receiving case management, including the development of an individualized case management plan.
of individuals who achieved one or more goals from their case management plan.
of individuals who obtained employment or enrolled in an educational/ training program.
of individuals who obtained health insurance due to case management services.
of individuals with higher income at program exit than at program entry.
of individuals with more non-cash benefits at program exit than at program entry.
of individuals that successfully complete the program and maintain their housing without assistance for at least 12 months.
of individuals that successfully complete the program but need permanent housing assistance.

Attachment A – Individualized Service Plan Tool

Strengths Assessment

Today's Date: ____/____/____

Member's Full Name: _____ Case Manager's Full Name: _____

Updated Month When Updated Assessment Due:

☐ Jan ☐ Feb ☐ March ☐ April ☐ May ☐ June ☐ July ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

Aspirations and Desires: (What do I want?)	Current Status:	Personal and Social Resources: (What have I used in the past?)	Current Challenges:	How Can Staff Assist:	Family/Collateral Support: If yes, how? <input type="checkbox"/> Release of information obtained
Housing					
Transportation					
Vocational/Educational					
Money Management					
Legal					

Strengths Assessment

Aspirations and Desires: (What do I want?)	Current Status:	Personal and Social Resources: (What have I used in the past?)	Current Challenges:	How Can Staff Assist:	Family/Collateral Support:
Personal Relationships / Social Support (Past/Current)					
Wellness/Recovery (Medical, dental, vision, mental, substance use)					
Leisure/Spiritual/Hobbies					

Personal Goal Plan

Member's Full Name: _____ Today's Date: ____/____/____

Case Manager's Full Name: _____ Planned Frequency of Contact: _____

Update month when updated goals are due: ☐ Jan ☐ Feb ☐ March ☐ April ☐ May ☐ June ☐ July ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

My Long Term Goal (Client Quotes):

Smart Goals: Specific, Measurable, Attainable, Realistic, Time bound

Short-Term Goal(s):	Client Will Participate By:	Advocate Will Participate By:	Family/Collateral/Social Supports to Help with Goal: How:	Goal Outcomes:
				What Worked?
				What Didn't Work?
				Initial: Date: What Worked?
				What Didn't Work?
				Initial: Date: What Worked?
				What Didn't Work?
				Initial: Date: What Worked?
				What Didn't Work?
				Initial: Date:

Member's Signature & Date _____

Case Manager's Signature & Date _____

EXHIBIT D
GROSS INCOME CALCULATION FORM



TENANT INCOME CERTIFICATION

☐ Initial Certification* ☐ Recertification* ☐ Other _____

Effective Date: _____
Move-in Date: _____
(MM/DD/YYYY)

PART I - DEVELOPMENT DATA

Property Name: _____

Address: _____ Unit Number: _____ # Bedrooms: _____

PART II - HOUSEHOLD DATA

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)
1			HEAD		
2					
3					
4					
5					
6					
7					

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS) See Definition of Income on Page Two

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income (state type of income)
TOTALS	\$	\$	\$	\$
Add totals from (A) through (D), above				TOTAL INCOME (E): \$

PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) Cash Value of Asset	(H) Annual Income from Asset
Net Cash Value of Assets (G):		\$	
Total Actual Income from Assets (H):			\$
If line G is greater than \$5,000, multiply line by the current passbook rate, .06% and enter results here; otherwise, leave blank. Imputed Income (I):			\$
Enter the greater of the total of column H, or I (Imputed income) TOTAL INCOME FROM ASSETS (J)			\$
(K) Total Annual Household Income from all Sources [Add (E) + (J)]			\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.
Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature _____

(Date) _____

Signature _____

(Date) _____

Signature _____

(Date) _____

Signature _____

(Date) _____

DEFINITION OF INCOME

Federal regulations at 24 CFR 5.609 (Part 5) define annual income as the *gross amount of income of all adult household members* that is *anticipated to be received* during the coming 12-month period. Each of the italicized phrases in this definition is key to understanding the requirements for calculating annual income:

<p>24 CFR Part 5 Annual Income Inclusions</p> <p>1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.</p> <p>2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.</p> <p>3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.</p>	<p>4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for certain exclusions, listed in Exhibit 3.2, number 14).</p> <p>5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except for certain exclusions, as listed in Exhibit 3.2, number 3).</p> <p>6. Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:</p> <ul style="list-style-type: none">• Qualify as assistance under the TANF program definition at 45 CFR 260.31; and• Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none">• the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <i>plus</i>• the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
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24 CFR Part 5 Annual Income Exclusions

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except as provided in Exhibit 3.1, number 5 of Income Inclusions).
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide (as defined in 24 CFR 5.403).
6. Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. The full amount of student financial assistance paid directly to the student or to the educational institution.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. (a) Amounts received under training programs funded by HUD.
(b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
(c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.
(d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.
- (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption assistance payments in excess of \$480 per adopted child.
14. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
17. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion.

Part 5 Annual Income Net Family Asset Inclusions and Exclusions

Inclusions	Exclusions
<p>1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.</p> <p>2. Cash value of revocable trusts available to the applicant.</p> <p>3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.</p> <p>4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.</p> <p>5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).</p> <p>6. Retirement and pension funds.</p> <p>7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).</p> <p>8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.</p> <p>9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.</p> <p>10. Mortgages or deeds of trust held by an applicant.</p>	<p>1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.</p> <p>2. Interest in Indian trust lands.</p> <p>3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.</p> <p>4. Equity in cooperatives in which the family lives.</p> <p>5. Assets not accessible to and that provide no income for the applicant.</p>

EXHIBIT E
HOUSEHOLD BUDGET WORKSHEET

HOMELSS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

HOUSEHOLD BUDGET WORKSHEET

Applicant Name:

INCOME

MONTHLY INCOME	Budget
Income (See Computing Part 5 Annual Income)	
Income Eligible to be Excluded from the Amount Above (ie food stamps, WIC)	
-	
-	
-	
-	
-	
Total INCOME	-

EXPENSES

HOME EXPENSES	
Rent	
rental Insurance	
Electricity	
Gas/Oil	
Water/Sewer/Trash	
Phone	
Cable/Satellite	
Internet	
Furnishings/Appliances	
Lawn/Garden	
Maintenance/Supplies	
Improvements	
Other	
Total HOME EXPENSES	-
TRANSPORTATION	
Vehicle Payments	
Auto Insurance	
Fuel	
Bus/Taxi/Train Fare	
Repairs	
Registration/License	
Other	
Total TRANSPORTATION	-
HEALTH	
Health Insurance	
Doctor/Dentist	
Medicine/Drugs	
Health Club Dues	
Life Insurance	
Veterinarian/Pet Care	
Other	
Total HEALTH	-
SUBSCRIPTIONS	Budget
Newspaper/Magazines	

LIVING	
Groceries	
Personal Supplies	
Clothing	
Cleaning	
Education/Lessons	
Dining/Eating Out	
Salon/Barber	
Other	
Other	
Total LIVING	-

ENTERTAINMENT	
Videos/VCDs	
Music	
Games	
Rentals	
Movies/Theater	
Concerts/Plays	
Books	
Hobbies	
Film/Photos	
Sports	
Outdoor Recreation	
Toys/Gadgets	
Vacation/Travel	
Other	
Total ENTERTAINMENT	-

SAVINGS	
Emergency Fund	
Transfer to Savings	
Retirement (401k, IRA)	
Investments	
Education	
Other	
Total SAVINGS	-

OBLIGATIONS	
Student Loan	
Other Loan	
Credit Cards	
Alimony/Child Support	
Federal Taxes	
State/Local Taxes	
Other	
Total OBLIGATIONS	-

MISCELLANEOUS	
Bank Fees	
Postage	
Storage Unit	

Dues/Memberships	
Other	
Total SUBSCRIPTIONS	-

Court Fee's, Fines, Tickets	
Total MISCELLANEOUS	-
Total Expenses	-

HOMELSS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM HOUSEHOLD BUDGET WORKSHEET

Applicant Name:

MONTHLY ANALYSIS	
Total Monthly Income	
Total Monthly Expenses	
Housing Relocation and Stabilization Expenses	
Funds available/(Funds Needed)	
If there are funds available no assistance is needed	
Initial assistance cannot exceed	
Schedule of Assistance	
1st Month-	
2nd Month	
3rd Month	
Total Assistance	

EXHIBIT F

LEAD-BASED HAZARD INFORMATION PAMPHLET

"PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME"



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

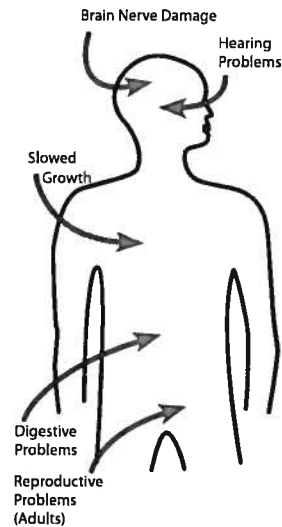
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

EXHIBIT G
HOUSING QUALITY STANDARDS (HQS)
INSPECTION CHECKLIST

Inspection Checklist

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information			
Inspected Unit		Year Constructed (yyyy)	Housing Type (check as appropriate)
Full Address (including Street, City, County, State, Zip)			<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			
B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	

Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

Previous editions are obsolete

Page 1 of 8

form HUD-52580 (3/2001)
ref Handbook 7420.8

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Previous editions are obsolete

Page 2 of 8

form HUD-52580 (3/2001)
ref Handbook 7420.8

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
	5. All Secondary Rooms (Rooms not used for living)					
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. ☐ Yes ☐ No
Disability

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ☐
6. Is there anything else you want to tell us? (specify) Yes ☐ No ☐

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Item Number	Reason for "Fail" or "Pass with Comments" Rating
-------------	--

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EXHIBIT H
DECLARATION OF OWNERSHIP FORM

**GARDEN GROVE HEART PROGRAM
DECLARATION OF OWNERSHIP AND AUTHORIZATION FORM**

RENTAL PROPERTY ADDRESS: _____

NOTE: The following information is required to verify ownership for release of Housing Assistance Payments (HAP). The information provided will be held in strictest confidence.

☐ **No change to owner or payee address on file.**

☐ **Change(s) to address.**

(Complete below only if you want to change information.)

I HEREBY DECLARE THAT I AM THE LEGAL OWNER OR AGENT AUTHORIZED TO SIGN AND ACT ON BEHALF OF THE RENTAL PROPERTY DESCRIBED IN THE ASSISTED LEASE.

1. Complete for the legal owner(s) of the property:

Property Owner/Principal: _____

Attention: _____

Phone No: _____

Residence Address
(Not PO Box): _____

Social Security Number OR
Tax Identification Number (TIN): _____

2. Designate a Payee and a mailing address for the Housing Assistance Payment (HAP) checks.

This payee needs to match the information completed on Form W-9. HAP will be reported to the IRS on form 1099 at the end of the year with the information listed below.

Payee Name _____

Attention: _____

Mailing Address: _____

Social Security Number OR
Tax Identification Number (TIN): _____

3. If there is a Management Company/Manager, please fill out the following:

Management Company/Manager: _____

Address: _____

Authorized Contract Signer(s): _____ Phone _____

4. Authorized Signatures:

A. Property Owner's Signature: _____ Date: _____

If a Management signature appears without a Property Owner's signature, a copy of the management authorization agreement must be attached (management compensation information may be omitted).

B. Management Signature: _____ Date: _____

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its Jurisdictions.

SUBRECIPIENT AGREEMENT

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)

This SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into as of _____, 2019 ("Effective Date") by and between the CITY OF GARDEN GROVE, a municipal corporation ("City"), and INTERVAL HOUSE CRISIS SHELTERS, a California nonprofit public benefit corporation ("Subrecipient").

RECITALS

- A. City is a California municipal corporation organized under the laws of the State of California.
- B. City has received funds ("HOME Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, et seq., and the implementing regulations set forth in 24 CFR § 92.1, et seq. (together, "HOME Program") for the purposes of strengthening public-private partnerships to provide more affordable housing, and particularly to provide decent, safe, sanitary, and affordable housing for very low income and lower income citizens of Garden Grove in accordance with the HOME Program. As used herein, the HOME Program includes the HUD Final Rule set forth at 78 FR 142, adopted July 24, 2013, which adopts substantial amendments to the HOME Program regulations set forth at 24 CFR Part 92.
- C. City is currently implementing a coordinated multi-year strategy to provide financial assistance to eligible very low income individuals, families, and households to enable them to secure housing available at an affordable housing cost in the City.
- D. City has developed and seeks to implement a Homeless Emergency Assistance Rental Transition ("HEART") pilot program that combines the resources and experience of expert service providers with City subsidies including HOME Funds and Low/Moderate-Income Housing Trust Funds ("LMIHTF"). The main goal of the HEART Program is to assist homeless individuals and families achieve self-sustainability via rental assistance and supportive services.
- E. The housing component of the HEART Program is a Tenant-Based Rental Assistance ("TBRA") program and follows all the requirements of the HOME Program. Once housed, the HEART Program will provide participants with services to help them maintain successful tenancy, comply with lease requirements and adjust to their new environment. Additionally, the HEART Program will provide wrap-around case management services that address the specific needs of each individual participant.
- E. City wishes to engage the Subrecipient to assist the City in utilizing HOME Funds to provide tenant based rental assistance, security deposit assistance and utility assistance to

homeless residents of the City, in accordance with the terms and provisions set forth in this Agreement.

- F. In addition to HOME Funds, City wishes to use LMIHTF allocated to it by the Garden Grove Housing Authority, to fund administrative and programmatic costs that are ineligible under the HOME Program regulations to provide the wrap-around services of the HEART Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 Scope of Services. During the entire Term (defined below) of this Agreement, Subrecipient shall administer the HEART Program as a component of the City's HOME-funded TBRA, all in accordance with this Article 1 (collectively, the "Services") and the HEART Operating Guidelines attached hereto as **Exhibit C**. In connection with the Services, Subrecipient shall comply with all requirements of the HOME Program, this Agreement, and all applicable federal, state and local laws and regulations. Subrecipient shall further take all reasonable actions necessary to enable City to comply with City's obligations under the HOME Program relating to the HEART Program. The Subrecipient shall perform the Services set forth in this Article 1 in furtherance of the HEART Program.

- (a) **Administrative Cost Reimbursements.** City will reimburse the Subrecipient for HOME Program allowable costs incurred in administering the HEART Program, which are associated with the determination of income eligibility, pursuant to 24 CFR 92.203 and property inspections under HQS, codified per 24 CFR 982.401. Administrative costs incurred in administering the HEART Program that are ineligible under the HOME Program will be reimbursed from a non-HOME Program funding source, or LMIHTF. The administrative costs to be reimbursed from the LMIHTF include Intake Assessments, Housing search, Case Management, Self-Sufficiency and related services and overhead.
- (b) **HOME Matching Contribution.** Subrecipient acknowledges that City will use HOME Funds to pay the Subsidy Payments and that the HOME Program, specifically 24 CFR 92.218 through 24 CFR 92.222, requires the City to make a HOME Matching Contribution. Except for HOME Funds and LMIHTF received pursuant to this Agreement, Subrecipient shall use its best efforts to use non-federal moneys to fund the administrative and other activities of the Subrecipient and thereby to satisfy as much of the HOME Matching Contribution requirement as possible. Specifically, Subrecipient will use best efforts to satisfy any remaining amounts of the HOME Matching Contribution required as a result of this Agreement (\$31,250 of eligible matching expenses paid using non-Federal moneys that satisfy the HOME Matching Contribution requirements).

Subrecipient shall deliver documentation to City to evidence the Subrecipient's HOME Matching Contribution in each quarterly progress report submitted by Subrecipient pursuant to Section 2 of **Exhibit B** and shall maintain records documenting Subrecipient's compliance with such requirements pursuant to Section 1 of **Exhibit B**.

- (c) **Non-Exclusive Agreement.** The City may enter into funding agreements similar to this one with other subrecipient participants for the administration of the HEART Program from time to time, and shall have no obligation to notify or obtain Subrecipient's consent to such arrangements.

1.2 **Marketing and Outreach; Application Process.**

- (a) **Marketing and Outreach.** Subrecipient shall undertake affirmative marketing and outreach activities to find prospective Eligible Households interested in the HEART Program, all in accordance with HUD's Affirmative Fair Housing and Marketing regulations. Subrecipient shall describe its marketing and outreach efforts in quarterly progress reports submitted to the City under this Agreement.
- (b) **Waiting List.** Subrecipient shall maintain a waiting list of prospective Eligible Households. The waiting list shall be prioritized first based on the most urgent need as set forth in the HEART Program Operating Guidelines, prospective Eligible Households of equally urgent need will be helped on a first come-first served basis, based on the date and time of referral or initial direct contact with the Subrecipient.
- (c) **Intake Process.** Upon being contacted by a prospective Eligible Household recruited through Subrecipient's affirmative marketing and outreach efforts, Subrecipient shall meet with Eligible Households to fill out the Coordinated Entry Intake Form (**Appendix A**), HEART Program application and other documentation described below, assist prospective Eligible Households with the completion of the application and gross income calculation worksheet, and qualify Eligible Households for the HEART Program. Subrecipient shall provide every prequalified Eligible Household with all of the following documentation:
 - (i) Application in the form attached to the HEART Program Operating Guidelines as **Exhibit C**, or as otherwise approved in writing by the Director of Economic and Community Development (or his/her designee) on behalf of the City ("Director"). The application shall solicit information regarding each applicant household's income and assets, household size and composition (number of children and adults), names of household members, Housing Unit (defined below) size and location preferences, specific needs and considerations, and a race/ethnicity survey.
 - (ii) Declaration of Homelessness Status in the forms attached to the HEART Program Operating Guidelines as **Appendix C**.

- (iii) Gross Income Calculation Form in the form attached to this Agreement as **Exhibit D**.
- (iv) Household Budget Worksheet in the form attached to this Agreement as **Exhibit E**.
- (v) Lead-Based Hazard Information Pamphlet "Protect Your Family from Lead in Your Home" attached to this Agreement as **Exhibit F**.
- (d) **Guidance for Eligible Households.** Subrecipient shall meet with prospective Eligible Households throughout the application process and shall continue to meet with and counsel each Eligible Household regarding the HEART Program, the Eligible Household's responsibilities as participants of the HEART Program, and the goals and objectives of the HEART Program.

1.3 Determination of Eligibility. Subrecipient shall qualify all Eligible Households in accordance with the selection criteria described in this Section. Further, for all Eligible Households Subrecipient shall implement the selection criteria and policies in compliance with the City's Consolidated Plan and the City's housing needs and priorities.

- (a) **Eligible Household.** As used in this Agreement, "Eligible Household" refers to very low-income households (50% AMI) that meet the live/work preference of the City of Garden Grove and that are currently homeless.
 - (i) As used in this Agreement, "homeless" is defined at 24 CFR 576.2 as defined by HUD.
 - (ii) For purposes of determining eligibility for the HEART Program, a prospective Eligible Household's (or for continuing compliance, a participating Eligible Household's) gross annual income shall be determined in accordance with 24 CFR 5.609, with the allowable exclusions from income established at 24 CFR 5.611. For purposes of this Agreement, annual income means the gross amount of income from all sources, including assets, for all adult household members that is anticipated to be received prospectively during the 12-month period following the date of application and before any deductions are taken (and for a participating household, income anticipated for the 12 months following verification described in §1.3(b)(ii) below.) When collecting income verification documentation, Subrecipient may also consider any likely changes in income.
 - (iii) For purposes of this Agreement and the HEART Program, income limits for very-low income households are established annually by HUD for the Orange County income limit area.

(b) **Income Verification.**

- (i) **Initial Verification.** To determine if Program applicants (collectively, "Applicants") are income-eligible, Subrecipient must verify each Applicant's household income using source documentation such as wage statements, interest statements, unemployment compensation statements, bank account statements, and other documentation types approved by HUD. Once an initial income verification is completed, the Subrecipient is not required to re-examine the Eligible Household's income unless six months has elapsed before assistance is provided.
- (ii) **Six Month Eligibility Verification.** Subrecipient shall re-certify income and re-qualify each Eligible Household, including examination of source documentation as described above, every six months during the term of such Eligible Household's participation in the HEART Program. If the total household income is above 80% AMI, rental assistance must be terminated following a 30-day notification period. For households between 60% and 80% AMI the Subrecipient must obtain approval from the City before rental assistance is continued.

(c) **Connection to Garden Grove.** Eligible Households assisted under the HEART Program must satisfy at least one of the following criteria, as identified in **Appendix D** of the HEART Program Operating Guidelines:

- Regularly receiving supportive services from a provider located in Garden Grove;
- Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove;
- Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- Holding a job in Garden Grove;
- Attending an education program meant to lead to self-sufficiency in Garden Grove (certificate/degree/diploma program);
- Children attending school located in Garden Grove;
- Living in a shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

(d) **Verification of Eligibility.** Subrecipient shall collect and examine source documentation submitted by the applicant to verify the identity of the members of the Eligible Household and that the Eligible Household has significant ties to the City of Garden Grove as described in Section 1.3(c). Subrecipient shall make a determination that the Eligible Household is currently experiencing homelessness, as defined 24 CFR 91, 582 and 583, based on caseworker observations and certification and Applicant certification.

- (e) **Notice of Eligibility Determinations.** Subrecipient shall provide written notice to each Applicant stating whether such Applicant was determined to be eligible for assistance under the HEART Program. Applicants determined to be ineligible for Program assistance shall have an opportunity to appeal the determination to the Director.

1.4 Selection of Housing Units.

- (a) **Housing Unit Selection.** Subrecipient shall assist Eligible Households with finding and selecting an appropriate housing unit (each a "Housing Unit") that meets federal housing quality standards ("HQS") or such other standards as may be made applicable to the HEART Program by HOME Program statutes and/or regulations, specifically including Uniform Physical Condition Standards (UPCS), and that satisfies the requirements of the HEART Program, HOME Program and this Agreement. Eligible Households shall also be entitled to find a Housing Unit for themselves, subject to compliance with the requirements of the HEART Program, HOME Program and this Agreement; however, the parties anticipate that in most cases, Subrecipient shall be responsible for locating and qualifying an appropriate Housing Unit for occupancy by each Eligible Household. Subrecipient may refer Eligible Households to appropriate Housing Units but may not require an Eligible Household to select a particular Housing Unit. Subsidy Payments shall only be provided in connection with the rental of a qualified Housing Unit located in the City. Subsidy Payments under this Agreement are portable within the City. Subrecipient's obligations under this Section 1.4 apply to each Housing Unit to be occupied by an Eligible Household receiving Subsidy Payments hereunder.
- (b) **Housing Unit Size; Occupancy Standards.** Housing Unit selection shall comply with the following "Occupancy Standards" for the applicable Eligible Household: No more than two persons per bedroom plus one may occupy the Housing Unit. Thus, no more than three persons may occupy a one bedroom Housing Unit; no more than five persons may occupy a two-bedroom Housing Unit; no more than seven persons may occupy a three-bedroom Housing Unit; no more than nine persons may occupy a four-bedroom Housing Unit. Additionally, no fewer than one person per bedroom may occupy a Housing Unit, as follows: no fewer than one person may occupy a one bedroom Housing Unit; no fewer than two persons may occupy a two-bedroom Housing Unit; no fewer than three persons may occupy a three-bedroom Housing Unit; no fewer than four persons may occupy a four-bedroom Housing Unit.
- (c) **Property Inspection.** Prior to occupancy of any Housing Unit by an Eligible Household, and again during the annual (or more often) verification process, Subrecipient shall cause a certified HQS inspector to inspect each Housing Unit occupied or to be occupied by an Eligible Household to ensure the Housing Unit complies with HQS as set forth in the HOME Program, including without limitation 24 CFR 92.251, as well as all applicable state and local codes

and ordinances, including zoning ordinances. Subrecipient shall provide the City with documentation of each HQS inspector's certification. Each HQS inspection shall include all of the following:

- (i) Verification of property ownership;
- (ii) Verification of the age of the Housing Unit;
- (iii) Complete HQS Inspection Checklist in the form attached as **Exhibit G**, including a rating for the Housing Unit of Pass, Pass with Comment, or Fail;
- (iv) Lead-based hazard assessment, dissemination of lead-based hazard information pamphlet and disclosure form and lead-based hazard reduction activities, if required by the HOME Program or applicable federal, state and/or local laws;
- (v) Adequate opportunity for the Landlord (defined below) to correct any deficiencies indicated in the HQS Inspection Form to bring the Housing Unit into compliance with HQS requirements;
- (vi) Verification that occupancy by the Eligible Household will comply with the Occupancy Standards set forth in Section 1.4(b); and
- (vii) Certification of rent reasonableness regarding the rent being charged for the Housing Unit based on comparable non-assisted Housing Units in the same area. Subrecipient shall perform the rent reasonableness review subject in each instance to review and approval by the City. City may elect to perform the rent reasonableness reviews on behalf of Subrecipient by providing written notice to Subrecipient. The rent charged under the written lease agreement for the Housing Unit shall conform to the City's adopted rent standard pursuant to 24 CFR 92.209(h)(3)(ii), which is based on local market conditions. The contract rent for Housing Units that are restricted to an affordable rent by agreement with the City or the Garden Grove Housing Authority or by regulation or ordinance, or otherwise, shall be likewise restricted to such affordable rent in accordance with the contractual, statutory or regulatory restrictions governing the permitted rents for such Housing Units and the Rental Assistance Subsidy Payment shall be limited and calculated accordingly, as described in Section 1.5(a), below.

(d) **Coordination with Landlords.**

- (i) **Landlord Guidance.** Subrecipient shall meet with and provide guidance to the property owners, property owners' representatives, or property management companies hired by property owners (each a "Landlord" and

collectively referred to as "Landlords") participating in the HEART Program regarding the HEART Program requirements and procedures that impact Landlords.

- (ii) **Rental Assistance Contract.** Subrecipient shall enter into a Rental Assistance Contract with each participating property owner/Landlord in substantially the form attached to the HEART Program Operating Guidelines as Appendix E. The Rental Assistance Contract will establish the Subsidy Payments to be made by Subrecipient on behalf of the Eligible Household as well as the Eligible Household's initial share of the contract rent. The Rental Assistance Contract shall further establish the terms and conditions under which the Subsidy Payments shall be paid to the Landlord for the applicable Housing Unit, including applicable HOME Program requirements. The Rental Assistance Contract shall have an initial term of 6 months, subject to extensions approved by Subrecipient and City (as applicable) pursuant to the HEART Program Operating Guidelines.
- (iii) **Lease Addendum.** Subrecipient shall require each Landlord to enter into a lease agreement with a term of 6 months with any Eligible Household occupying a Housing Unit owned and/or managed by such Landlord, which lease agreement shall include a Lease Addendum in substantially the form attached to the HEART Program Operating Guidelines as Appendix F, or an updated form of Lease Addendum as may be prepared and provided by the City to the Subrecipient, and then by Subrecipient to Landlord. The Lease Addendum shall be executed in connection with the lease agreement between the Landlord and Eligible Household and shall set forth the terms of the Subsidy Payments to be paid by Subrecipient to the property owner/Landlord on behalf of the Eligible Household, shall confirm the obligations of the Eligible Household regarding payment of rent, utilities and appliances, rules and regulations of tenancy and shall confirm the Landlord's obligation to maintain the Housing Unit in accordance with HQS and in compliance with this Agreement, shall require Landlord to provide Subrecipient with notice of a lease termination, shall prohibit discrimination by the Landlord against the Eligible Household, and shall set forth the lease provisions prohibited by the HOME Program. Subrecipient shall review the rental agreement to confirm its compliance with state law and all HOME Program requirements; if the Landlord's form of rental agreement is not acceptable (and any deficiencies are not remedied by the Lease Addendum), Subrecipient shall require the Landlord and Eligible Household to enter into a lease agreement that complies with state law and the HOME requirements, as approved by the City's Director.

- (iv) **IRS Form W-9.** Subrecipient shall require each Landlord to submit a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification.
- (v) **Declaration of Ownership.** Subrecipient must require each landlord to submit a completed Declaration of Ownership and Authorization Form which is attached hereto as **Exhibit H**.

1.5 Subsidy Payments. Subrecipient shall make rent payments, security deposit payments and/or utility deposit payments, as applicable (collectively, the "Subsidy Payments"), to Landlords and/or to utility providers, as applicable, on behalf of Eligible Households. Subsidy payments must be provided in accordance to the HEART Program Operating Guidelines. Eligible Households are not expected to repay Subsidy Payments received pursuant to the HEART Program. Except as may be permitted by the HOME Program, Subrecipient's sole remedy in the event of noncompliance or breach by an Eligible Household shall be non-renewal of assistance under the HEART Program.

- (a) **Rental Assistance Calculation.** Subrecipient shall calculate the "Rental Assistance" payments to be paid on behalf of each Eligible Household under this Agreement. The calculation will determine each Eligible Household's initial program subsidy and share of rent. The initial household rent is equivalent to the maximum subsidy amount allowed under the HOME regulations and is calculated as the difference between 30% of the Eligible Household's gross monthly income and the payment standard for the size of the unit.
- (b) **Payment Standards.** Subrecipient must use the Garden Grove Housing Authority's current payment standards as set forth in the GGHA Payment Standards attached to the HEART Program Operating Guidelines as Appendix H. The Garden Grove Housing Authority's payment standards represent the cost of rent and utilities for moderately priced units in Garden Grove. Payment standards are established by bedroom size.
- (c) **Utility Allowance.** When utilities are included in the cost of renting a unit, that is, the owner assumes responsibility for payment for all utility services, the Eligible Households entire share of the housing costs will go directly to the owner. When the cost of utilities is not part of the rent, that is, the Eligible Household is directly responsible for payment of utility services, the Eligible Household's initial share will be determined by subtracting a utility allowance from 30% of the Eligible Household's gross monthly income. The Subrecipient must use the Garden Grove Housing Authority's Utility Allowance Schedule attached to the HEART Program Operating Guidelines as Appendix I.
- (d) **Term.** The Subrecipient will provide rental assistance for an initial term of 6 months, which can be extended in 3 month intervals, up to a total of six times, for a cumulative term of up to 24 months. Extensions will be granted at the

discretion of the Subrecipient and shall be based on continued program compliance and ongoing need.

- (e) **Security Deposit Assistance.** Subrecipient may provide security deposit assistance to each Eligible Household. It is anticipated that Subrecipient shall provide Security Deposit Assistance to each Eligible Household in an amount of up to the lesser of: (i) two months' approved rent for the Housing Unit or (ii) the standard security deposit required by the Landlord for non-subsidized tenants. The lease agreement must provide that the security deposit is refundable in accordance with state law. Security deposit refunds shall be provided by the Landlord directly to the Eligible Household. Any disputes involving the return, or lack thereof, of a security deposit shall be settled by Eligible Household and landlord, as provided for in the lease.
- (f) **Utility Deposit Assistance.** Subrecipient may provide utility deposit assistance on behalf of each Eligible Household. It is anticipated that the Subrecipient will provide utility deposit assistance to each Eligible Household in the full amount of any utility deposit required for electricity, gas, and/or water service to the utility provider when needed to assist the Eligible Household in establishing tenancy. Utility deposit assistance may be provided only if the following requirements are met:
 - (i) Utility deposit assistance is only available where rental assistance and/or security deposit assistance are also being provided.
 - (ii) Utility deposit assistance shall be paid directly to the Landlord or utility provider, as applicable, on behalf of the Eligible Household. Utility deposit refunds shall be returned directly to the Eligible Household.

1.6 Termination of Assistance and Returning Eligible Households.

- (a) **Termination of Rental Assistance.** Subrecipient may terminate assistance under the HEART Program for any of the following reasons:
 - (i) Eligible Household is evicted from the Housing Unit based on behavioral issues or unlawful activity;
 - (ii) Eligible Household will be assisted by another rental assistance program such as the Section 8 Tenant-Based or Project-Based Programs. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must be terminated.

1.7 Returning Eligible Households. As needed, Eligible Households may be allowed to return to the program for rental assistance. A determination to allow re-entry shall be based on the following criteria:

- (a) Eligible Households must have left the program in good standing. To be in good standing, Eligible Households must have been engaged in their case management plan, voluntarily left the program (not in lieu of termination) or have been released because their household income exceeded eligibility limits. In general, Eligible Households will not be allowed to re-enter the program if they were terminated for non-compliance.
- (b) At the discretion of the Subrecipient, a request for readmission from a prospective Eligible Household previously terminated due to non-compliance may be considered when compelling reasons exist. In such cases, re-admission will require concurrence from the City.
- (c) Eligible Households may not return if the previous rental assistance was provided for more than 24 months. Cumulatively, Eligible Households may not receive rental assistance for more than a cumulative period of 24 months unless such assistance is both permitted by the HOME Program and approved by the City.

1.8 Additional Requirements.

- (a) **Self-Sufficiency Program.** Subrecipient shall require each Eligible Household receiving Subsidy Payments from the Subrecipient to participate in a "Self-Sufficiency Program" administered by Subrecipient in accordance with the HEART Program Self Sufficiency Case Management Policies and Procedures attached to the HEART Program Operating Guidelines as Appendix J. Failure of an Eligible Household that is already receiving Subsidy Payments to participate in the Self-Sufficiency Program shall not be grounds for termination of the Subsidy Payments, but may be grounds for non-renewal of Subsidy Payments upon expiration of the subsidy term.
- (b) **No Fees.** Subrecipient may not charge fees to any Eligible Household for the Services, Subsidy Payments, Self-Sufficiency Program or other services or assistance to be provided to Eligible Households under this Agreement.

1.9 Schedule of Performance. Subrecipient shall use its best efforts to perform the Services in accordance with the following schedule:

- (a) Marketing and outreach activities required by this Agreement shall commence immediately upon execution of this Agreement.
- (b) Subrecipient shall qualify Eligible Households, conduct HQS inspections, approve Housing Units, and move Eligible Households into approved Housing Units in accordance with the following milestone schedule:
 - (i) Subrecipient shall process intake paperwork for and verify eligibility for Program assistance ("Enroll") for not fewer than ten (10) Eligible

Households within one (1) year following execution of this Agreement. The Subrecipient and the City anticipate that ten (10) Eligible Households will be assisted through the HEART Program pursuant to this Agreement within such time period. As program income becomes available and/or additional HOME Funds are contributed to the HEART Program, Subrecipient shall use diligent efforts to Enroll additional Eligible Households within not more than three (3) months following written notice from the City that such additional funds are expected to become available.

- (ii) Subrecipient shall assist each Enrolled Eligible Household in finding an appropriate Housing Unit and shall conduct an HQS inspection of such Housing Unit, all within two (2) months following Enrollment of such Eligible Household.
- (iii) Subrecipient shall commence providing Subsidy Payments on behalf of each Eligible Household and shall assist each Eligible Household to move into an HQS-inspected and approved Housing Unit, all within three (3) months following Enrollment of such Eligible Household.
- (c) Subrecipient shall cause each Eligible Household to commence participation in the required self-sufficiency program immediately upon Enrollment of such Eligible Household, whether or not such Eligible Household has yet moved into a Housing Unit and received the benefit of Subsidy Payments hereunder.

1.10 City Oversight and Approval Rights. City shall have the right, by written notice to Subrecipient at any time during the Term of this Agreement, to require City review and/or preapproval of any of the Services to be performed by Subrecipient hereunder, including for example income determinations, qualification of applicants as "Eligible Households," qualification of Housing Units, determination of reasonable rents, etc., to ensure compliance with the HEART Program, the HOME Program, or other applicable requirements.

ARTICLE 2 TERM

2.1 Term. Services of the Subrecipient under this Agreement shall start on _____, 2019, and end on the earlier to occur of (a) June 30, _____ or (b) the date the full amount of HOME Funds available under Section 3.2(a) below has been disbursed to Subrecipient and expended by Subrecipient to provide Subsidy Payments pursuant to this Agreement ("Term"), unless this Agreement is earlier terminated pursuant to Section 8.3. The Term of this Agreement and the provisions herein shall be further extended to cover any additional time period during which the Subrecipient remains in control of HOME Funds or other HOME assets, including program income.

ARTICLE 3 BUDGET AND PAYMENTS

- 3.1 Budget.** Subrecipient has submitted a budget to City for approval ("Budget"), which sets forth the estimated timing and use of the HOME Funds and LMIHTF contributed by the City pursuant to this Agreement. The Budget is attached hereto as **Exhibit A**. Any amendments to an approved Budget for the Services must be approved by the Director or his/her authorized designee. In the event this Agreement is extended past the initial Term or any additional moneys will be contributed to the HEART Program by City pursuant to this Agreement, Subrecipient shall prepare and submit to the Director for approval an updated Budget for such additional moneys. Subrecipient shall prepare a Budget, for approval by Director, for each year during which this Agreement remains in effect. The City may require a more detailed line item breakdown of the Budget than the one contained herein, and the Subrecipient shall provide such supplementary information about the Budget in a timely fashion in the form and content prescribed by the City.
- 3.2 Reimbursement of Subsidy Payments.** City shall reimburse Subrecipient for Subsidy Payments actually disbursed to or on behalf of Eligible Households pursuant to this Agreement and in accordance with line items on the approved Budget or as otherwise approved by the City's Director. City shall have no obligation to reimburse Subrecipient for administrative costs or expenses incurred by Subrecipient to manage or implement the HEART Program or this Agreement, for the cost of social or supportive services provided to Eligible Households hereunder, or for any other costs or expenses incurred by Subrecipient in connection with its activities under this Agreement. City's payment obligations hereunder shall be limited to the actual amount of Subsidy Payments disbursed by Subrecipient in accordance with the terms of this Agreement and the approved Budget. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.
- (a) **Amount of Payments.** It is expressly agreed and understood that the total amount of HOME Program funds to be paid by the City under this Agreement shall not exceed \$250,000.00. The amount of LMIHTF to be paid by the City under this Agreement shall not exceed \$50,000.00. The dollar amounts stated herein may be increased by written amendment of this Agreement, signed by an authorized representative of Subrecipient and the Director.
- (b) **Requests for Payments.** To receive each payment under this Agreement, Subrecipient shall submit to the City a written reimbursement request or invoice in a form approved by City, along with such supporting documentation as may be requested by the City to verify Subrecipient's performance of the Services for which the payment is requested. Reimbursement requests shall be submitted no more frequently than two times per month. Payments will be adjusted by the City in accordance with fund advances, if any, and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate

funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

- 3.3 Payments Subject to Availability of HOME Funds.** City's obligation to provide payments to Subrecipient hereunder is subject to City's receipt of HOME Funds from HUD pursuant to the HOME Program.
- 3.4 Accounting.** Subrecipient shall, upon request, provide City with an accounting report, in form and content reasonably satisfactory to City, of any funds disbursed by City pursuant to Section 3.2.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

- 4.1 Insurance.** Subrecipient shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the City. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier or the Subrecipient to notify the City of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance.** For the duration of this Agreement, Subrecipient and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the City, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts.** Subrecipient shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the City, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the City;
 - (b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable). Insurance companies must be approved by the City, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the City.
 - (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, Subrecipient shall obtain continuing

insurance coverage for the prior acts or omissions of Subrecipient during the course of performing services under the term of the Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier.

- (d) An Additional Insured Endorsement, ongoing and completed operations, for the policy under section 4.3(a) shall designate City, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the Subrecipient. Subrecipient shall provide to City proof of insurance and endorsement forms that conform to City’s requirements, as approved by the City.
- (e) An Additional Insured Endorsement for the policy under section 4.3(b) shall designate City, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by Subrecipient. Subrecipient shall provide to City proof of insurance and endorsement forms that conform to City’s requirements, as approved by the City.
- (f) For any claims related to this Agreement, Subrecipient’s insurance coverage shall be primary insurance as respects to City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Subrecipient’s insurance and shall not contribute with it.
- (g) If Subrecipient maintains higher insurance limits than the minimums shown above, Subrecipient shall provide coverage for the higher insurance limits otherwise maintained by the Subrecipient.

4.4 Property Insurance. Subrecipient shall further comply with the insurance requirements of 24 CFR 84.31.

4.5 Remedies for Defaults Re: Insurance. In addition to any other remedies City may have if the Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (a) Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- (b) Order the Subrecipient to stop work under this Agreement and/or withhold any payment(s) which become due to the Subrecipient hereunder until the Subrecipient demonstrates compliance with the requirements hereof; or
- (c) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for the Subrecipient's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the Subrecipient may be held responsible for payment of damages to persons or property resulting from the Subrecipient's or its subcontractor's performance of the Services covered under this Agreement.

4.6 Indemnification.

- (a) As respects acts, errors or omissions in the performance of Services under this Agreement, the Subrecipient agrees to indemnify and hold harmless City, its officers, agents, employees, representatives and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the Subrecipient's negligent acts, errors or omissions in the performance of Services under the terms of this Agreement.
- (b) As respects all acts or omissions which do not arise directly out of the performance of Services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Subrecipient agrees to indemnify, defend (at City's option), and hold harmless City, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Subrecipient's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of City.

ARTICLE 5 ADMINISTRATIVE REQUIREMENTS

5.1 Generally. The following requirements and standards must be complied with: 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.

5.2 Financial Management.

- (a) **Accounting Standards.** Subrecipient agrees to comply with 24 CFR 84.21 through 84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- (b) **Cost Principles.** Subrecipient shall administer its program in conformance with 2 CFR Part 200.318-326. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- 5.3 Documentation, Recordkeeping, Reporting and Monitoring.** Subrecipient shall maintain documents and records, prepare and submit reports, and permit City (and Garden Grove Housing Authority) to monitor Subrecipient's activities all in accordance with the requirements set forth in **Exhibit B** and applicable laws and regulations. All requirements set forth in such **Exhibit B** are incorporated herein as if set forth in full in this Agreement.
- 5.4 Program Income.** The Subrecipient shall prepare and deliver to City monthly reports declaring all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations, the Subrecipient may use such income during the Term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
- 5.5 Use and Reversion of Assets.** The use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 92.504, as applicable. The Subrecipient shall transfer to the City any HOME Funds on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement at the time of the earliest to occur of expiration, cancellation, or termination.
- 5.6 Ownership of Documents.** All documents and materials, both tangible and intangible, furnished by or through the City to Subrecipient pursuant to this Agreement are and shall remain the property of City and shall be returned to City upon the earliest to occur of expiration, cancellation, or termination of this Agreement. All documents and materials prepared by Subrecipient under or related to this Agreement shall become the property of City at the time of payment to Subrecipient of all fees, if any, for their preparation, and shall be delivered to City by Subrecipient at the request of City, and in any event upon the earliest to occur of expiration, cancellation, or termination of this Agreement.

ARTICLE 6 PERSONNEL & PARTICIPANT CONDITIONS

6.1 Civil Rights.

- (a) **Compliance.** The Subrecipient agrees to comply with the Garden Grove Municipal Code, Government Code Section 4450, et seq., Government Code Section 11135, et seq., the Unruh Civil Rights Act, Civil Code Section 51, et seq., Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- (b) **Nondiscrimination.** The Subrecipient agrees to comply with (1) the requirements of 24 CFR Part 5, subpart A, which relate to nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace and (2) the nondiscrimination requirements of Section 282 of the HOME Investment Partnerships Act, 42 U.S.C. Section 12701, et seq.
- (c) **Section 504.** The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

6.2 Affirmative Action.

- (a) **Executive Order 11246.** The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
- (b) **Women- and Minority-Owned Businesses (W/MBE).** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- (c) **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- (d) **Subcontract Provisions.** The Subrecipient will include the provisions of Sections 6.1, Civil Rights, and 6.2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-subrecipients or subcontractors.

6.3 Employment Restrictions.

- (a) **Prohibited Activity.** The Subrecipient is prohibited from using HOME Funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- (b) **Labor Standard.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as and when those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the implementing regulations thereto issued by the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.
- (c) **Prevailing Wage.** The Subrecipient agrees that, to the extent applicable, all contractors engaged under contracts for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement shall comply with the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 and California Labor Code Section 1720, et seq. governing the payment of wages and ratio of apprentices and trainees to journey workers. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
- (d) **Section 3 Clause.** The Subrecipient agrees, to the extent applicable, to comply with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135.

6.4 Conduct.

- (a) **Assignment.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- (b) **Subcontracts.**
 - (i) **Approvals.** The Subrecipient shall not enter into any subcontracts with any entity, agency or individual in the performance of this Agreement

without the written consent of the City prior to the execution of such agreement.

- (ii) **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (iii) **Content.** The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - (iv) **Selection Process.** The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
- (c) **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- (d) **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 92.356, which include (but are not limited to) the following:
 - (i) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by HOME Funds.
 - (ii) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by HOME Funds if a conflict of interest, real or apparent, would be involved.
 - (iii) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

- (e) **Lobbying.** The Subrecipient hereby certifies that:
- (i) 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;
 - (ii) 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
 - (iii) It will require that the language of paragraph (iv) of this 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:
 - (iv) **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.C. 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.
- (f) **Religious Activities.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

ARTICLE 7 GENERAL CONDITIONS

- 7.1 General Compliance.** The Subrecipient agrees to comply with the requirements of the HOME Program in the administration and implementation of the HEART Program and this Agreement. The Subrecipient shall carry out each activity in compliance with all regulations described in subpart H of 24 CFR Part 92, except that the Subrecipient does not assume the City's responsibilities for environmental review under 24 CFR 92.352 and the intergovernmental review process described in 24 CFR 92.357 does not apply to the Subrecipient. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 7.2 Familiarity with Services; Qualified Personnel.**
- (a) By executing this Agreement, Subrecipient represents and warrants that Subrecipient (i) has thoroughly investigated and considered the Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the requirements, difficulties and restrictions attending the performance of the Services under this Agreement.
 - (b) Subrecipient represents that Subrecipient has or will secure and maintain, at Subrecipient's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by Subrecipient shall be employees of Subrecipient. Such personnel shall not be deemed to be employees of City or to have any contractual relationship with City. Such personnel shall be authorized or permitted under state and local law to perform the Services.
- 7.3 Independent Contractor.** In performing under this Agreement, Subrecipient is and shall at all times be acting and performing as an independent contractor to City, performing its duties in accordance with its own judgment. City shall neither have nor exercise any control or direction over the methods by which Subrecipient performs its work and function nor shall City have the right to interfere with such freedom or action or prescribe rules or otherwise control or direct the manner in which such services are performed. The sole interest of the City in the Services performed by the Subrecipient is that such Services be performed in a legal, competent, efficient, and satisfactory manner. Nothing contained herein shall cause the relationship between the parties to this Agreement to be that of employer and employee. Subrecipient shall not have the authority to obligate City to any contract, obligation, or undertaking whatsoever and shall make no representation, either oral or in writing.
- 7.4 Subrecipient Representative.** Subrecipient hereby designates _____ as its Project Manager for the HEART Program ("Subrecipient's Representative"). Subrecipient's Representative shall supervise and direct the Services, using her best skill

and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 7.5 Nepotism.** Subrecipient shall not hire or permit the hiring of any person to fill a position funded through this Agreement if a member of the person's immediate family is employed in an administrative capacity by City's HOME Program or any department of the City which is administering the HOME Program. For the purposes of this section, the term "immediate family" means spouse, child, mother, father brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of City.
- 7.6 Hold Harmless.** The Subrecipient shall indemnify, hold harmless, and defend the City and the Garden Grove Housing Authority ("Indemnitees") and their elected officials, officers, employees and agents and shall pay for expenses incurred by the Indemnitees for any and all claims, actions, suits, charges and judgments whatsoever related in any manner to or that arise out of the Subrecipient's performance or nonperformance of the Services or subject matter called for in this Agreement.
- 7.7 City Recognition.** The Subrecipient shall insure recognition of the role of the City in providing Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
- 7.8 Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile transmission, or (vi) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice. Service shall be deemed conclusively made at the time of service if personally served; upon confirmation of receipt if sent by facsimile transmission; the next business day if sent by overnight courier and receipt is confirmed by the signature of an agent or employee of the party served; the next business day after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by express mail; and three (3) days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail.

Subrecipient:

City:

City of Garden Grove
City Manager
11222 Acacia Parkway
Garden Grove, CA 92840

With a Copy to:

City of Garden Grove
Community/Economic Dev. Dir.
11222 Acacia Parkway
Garden Grove, CA 92840

Such addresses may be changed by Notice to the other party(ies) given in the same manner as provided above.

7.9 Amendment and Waiver. This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any representations or warranties or with any provision of this Agreement.

7.10 Entire Agreement. This Agreement, including all Exhibits attached hereto, embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to the subject matter. In the event of a conflict between this Agreement, on one hand, and any Exhibit attached hereto, on the other hand, the provisions of this Agreement shall control; provided, if it is possible to comply with the requirements of this Agreement and the Exhibits, the parties shall do so. The following Exhibits are attached to this Agreement and incorporated herein:

- | | |
|-----------|---|
| Exhibit A | Budget |
| Exhibit B | Documentation, Recordkeeping, Reporting and Monitoring Requirements |
| Exhibit C | Program Operating Guidelines |
| Exhibit D | Gross Income Calculation Form |
| Exhibit E | Household Budget Worksheet |
| Exhibit F | Lead-Based Hazard Information Pamphlet "Protect Your Family from Lead in Your Home" |
| Exhibit G | Housing Quality Standards (HQS) Inspection Checklist |
| Exhibit H | Declaration of Ownership Form |

- 7.11 Governing Law.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California.
- 7.12 Non-Liability of Members, Officials and Employees of City.** No member, official or employee of City shall be personally liable to Subrecipient, or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Subrecipient or Subrecipient's successors, or on any obligation under the terms of this Agreement. Subrecipient hereby waives and releases any claim Subrecipient may have against the members, officials or employees of City with respect to any Default or breach by City or for any amount which may become due to Subrecipient or Subrecipient's successors, or any obligations under the terms of this Agreement. Subrecipient makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

ARTICLE 8 ENFORCEMENT; TERMINATION

8.1 Events of Default.

- (a) For purposes of this Agreement, the word "Default" shall mean the failure of Subrecipient to perform any of Subrecipient's duties or obligations or the breach by Subrecipient of any of the terms and conditions set forth in this Agreement; any failure by Subrecipient to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time; any ineffective or improper use of funds provided under this Agreement; or submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect. In addition, Subrecipient shall be deemed to be in Default upon Subrecipient's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Subrecipient's assets or of Subrecipient's interests hereunder.

- (b) City shall not be deemed to be in Default in the performance of any obligation required to be performed by City hereunder unless and until City has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Subrecipient specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in Default if City shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

- 8.2 Institution of Legal Actions.** In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct or remedy any Default, to recover damages for any Default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California or in the United States District Court for the Central District of California.
- 8.3 Acceptance of Service of Process.** In the event that any legal action is commenced by the Subrecipient against City, service of process on City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by City against the Subrecipient, service of process on the Subrecipient shall be made by personal service upon Subrecipient's Representative or in such other manner as may be provided by law.
- 8.4 Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.
- 8.5 Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 8.6 Attorneys' Fees.** City and Subrecipient agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

8.7 Termination.

- (a) Termination for Cause.** In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement in the event of a Default by the Subrecipient under this Agreement. Subrecipient may suspend or terminate this Agreement if City fails to make payments to Subrecipient as required herein.
- (b) Termination for Convenience.** In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the date the termination will be effective, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, which is the date of action of the City Council approving this Agreement.

ATTEST:

"CITY"
CITY OF GARDEN GROVE

City Clerk Dated

By: _____
 City Manager Dated

APPROVED AS TO FORM:

City Attorney Dated

"SUBRECIPIENT"

By: _____

Title: _____

Dated: _____

Tax I.D.: _____

If Subrecipient is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the City

EXHIBIT A

BUDGET

EXHIBIT A - HEART PROGRAM BUDGET

Categories		Budget
1.	Tenant Based Rental Assistance	\$210,000
2.	Security Deposit	\$30,000
3.	Utility Deposit	\$10,000
4.	Services	\$50,000
	TOTAL	\$300,000

EXHIBIT B

DOCUMENTATION, RECORDKEEPING, REPORTING AND MONITORING REQUIREMENTS

DOCUMENTATION, RECORDKEEPING, REPORTING AND MONITORING REQUIREMENTS

Subrecipient shall comply with the requirements set forth in this Exhibit B at all times during the term of that certain Subrecipient Agreement between City and Subrecipient, to which this Exhibit is attached.

1. DOCUMENTATION AND RECORDKEEPING.

- (a) **Records to be maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 92.508(a)(3), which are pertinent to the Services to be funded under this Agreement. Records shall be maintained for each prospective participant, each Eligible Household and each Housing Unit inspected and/or occupied by an Eligible Household pursuant to the Agreement. Such records shall include but are not limited to:
 - (i) Records providing a full description of each activity undertaken;
 - (ii) Records required to determine the eligibility of activities for use of HOME Funds;
 - (iii) Records (including property inspection reports) demonstrating that each Housing Unit occupied by an Eligible Household meets the property standards of 24 CFR 92.251(d) and 24 CFR 982.401 upon occupancy and at the time of each annual inspection;
 - (iv) Records demonstrating compliance with the property standards and financial reviews and actions pursuant to 24 CFR §92.504(d);
 - (v) Records demonstrating that each Eligible Household is income eligible in accordance with 24 CFR 92.203, including all TBRA applications, eligibility determinations and documentation regarding any appeals of eligibility determinations;
 - (vi) Records demonstrating that Subrecipient is in compliance with the City's written tenant selection policies and criteria of 24 CFR 92.209(c), including any targeting requirements, the rent reasonableness requirements of 24 CFR 92.209(f), the maximum subsidy provisions of 24 CFR 92.209(h), and calculation of each Subsidy Payment;
 - (vii) Records demonstrating that each rental agreement for an Eligible Household receiving Subsidy Payments complies with the tenant and participant protections of 24 CFR 92.253;
 - (viii) Records documenting compliance with Subrecipient's marketing and outreach obligations under the Agreement, including compliance with the

fair housing and equal opportunity components of the HOME Program and HUD's Affirmative Fair Housing and Marketing regulations;

- (x) Records documenting compliance with the lead-based hazards requirements under the Agreement, the HOME Program, and 24 CFR Part 35, subparts A, B, J, K, M and R;
 - (xi) Financial records as required by 24 CFR 92.508(a)(5) and 24 CFR 84.21-28;
 - (xii) Records documenting the HOME Matching Contributions made by Subrecipient pursuant to the Agreement and the HOME Program, specifically including 24 CFR 92.218 through 24 CFR 92.222.
- (b) **Retention.** The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the period of Subsidy Payments terminates. Notwithstanding the above, if there are litigation matters, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all pertinent records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- (c) **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- (d) **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to Services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- (e) **Close Outs.** The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over HOME Funds, including program income.

- (f) **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the Garden Grove Housing Authority, HUD and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and OMB Circular A-122.

2. QUARTERLY PROGRESS REPORTS. Subrecipient shall submit quarterly progress reports to the City in a form approved or directed by the City on or before each April 15, July 15, October 15, and January 15, which shall include all of the following information regarding Subrecipient's activities during the prior quarter:

- (a) The number of HEART Program applications received, processed, approved and disapproved.
- (b) The number of Housing Units inspected, approved and disapproved and a description of any corrective work performed by Landlords to comply with HQS.
- (c) The number of Eligible Households assisted, including specific information regarding the number of and ages of all household members, income categories, types and amounts of assistance provided to each Eligible Household, and remaining terms of assistance expected to be provided to such households.
- (d) Description of each Eligible Household's participation in required self-sufficiency program and other optional social and supportive Services provided or otherwise made available to each Eligible Household.
- (e) Budget reconciliation information, including year-to-date expenditures and remaining balance available for Subsidy Payments in accordance with the Budget and the Agreement.
- (f) Number of additional Eligible Households Subrecipient expects to qualify and assist within the following three-month period.
- (g) Updated schedule for performance of the Services under the Agreement, including a schedule for qualifying and assisting additional Eligible Households as permitted by the Budget.
- (h) Information regarding any complaints received from Applicants or Eligible Households and any correspondence received from community members or

organizations or other nonprofit organizations regarding the HEART Program or specific activities or individuals involved in the HEART Program.

- (i) Documentation of the HOME Matching Contributions made by Subrecipient pursuant to the Agreement and the HOME Program, specifically including 24 CFR 92.218 through 24 CFR 92.222.

3. PERFORMANCE MONITORING.

- (a) **Biweekly Meetings.** Subrecipient shall be available to attend meetings with City staff every two weeks to review Subrecipient's activities and progress under this Agreement and to ensure the HEART Program is progressing smoothly and coordinating effectively and efficiently.

(b) **City Oversight and Review.** City will monitor the performance of the Subrecipient against the goals and performance standards set forth in this Agreement. From time to time, City shall be entitled to audit and review Subrecipient's performance of the Services in accordance with the terms of the Agreement and compliance with the HOME Program. Substandard performance as determined by the City will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated in accordance with Section 8.3 of the Agreement.

EXHIBIT C

HEART PROGRAM OPERATING GUIDELINES

**CITY OF GARDEN GROVE
HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION
PROGRAM (HEART)**

OPERATING GUIDELINES

PROGRAM OVERVIEW

In May 2019, the City of GARDEN GROVE (City) introduced a comprehensive approach to addressing the needs of its homeless population. This approach is a collaborative response that brings together the resources of the City, residents, businesses, service providers, philanthropists, and the faith-based community. A component of this approach is to provide rental assistance with wrap-around services to very low-income households who have a high probability of achieving self-sustainability. Accordingly, the City is launching the Homeless Emergency Assistance Rental Transition (HEART) pilot program that combines the resources and experience of expert service providers with City subsidies including Low/Moderate-Income Housing Trust Funds (LMIHTF) and HOME Investment Partnership (HOME) funds.

The main goal of the HEART Program is to assist homeless individuals and families achieve self-sustainability via rental assistance and supportive services. One or more qualified service providers, herein referred to as the “Program Operators”, will carry out the housing and support services components of the Program. The supportive service component is subsidized with LMIHTF funds, whereas the housing component is subsidized with HOME funds.

The housing component of the HEART program is a Tenant-Based Rental Assistance (TBRA) program and follows all the requirements of the HOME Program, as set forth in the HOME program under Section 24, Part 92, of the Code of Federal Regulations (24 CFR 92). HOME funds will be used to provide tenant-based rental assistance for a period of 12 months with the option to extend assistance an additional 12 months on a case-by-case basis. The Program Operators will be responsible for locating units or other housing options for use by program participants, including bridge housing, conducting Housing Quality Standards (HQS) Inspections and disbursing rental assistance payments. Once housed, the Program Operators shall work with participants to maintain successful tenancy, comply with the lease and adjust to their new environment. Additionally, the Program Operators shall continue its wrap-around case management services that address the specific needs of each individual.

The City published a Request for Proposals (RFP) through which two non-profit service providers will be selected to administer the program through Fiscal Year 2019-2020. The goal of the program is to assist 20 individuals (10 per Program Operator) in the first year of operation.

The City will evaluate the impact of the HEART Program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Program Operators. Key indicators of success will include the ability to transition off the HEART Program and remain housed without assistance, increases in earned income, increase in benefits and participation in case management.

The procedures set forth herein establish the tenant selection guidelines for the TBRA program, provide the necessary operating structure for the program and clarify the roles and responsibilities of the Program Operators and the City.

I. MARKETING, OUTREACH AND APPLICATION PROCESS

1. Marketing, Outreach and Intake

Prospective tenants for the program may be referred to the Program Operators through CES, or through the course of the Program Operators individual outreach and intake procedures. If being referred via CES, Program Operators must attempt to contact the individual within five (5) business days of the receipt of the referral. As part of the intake process, the Program Operators will complete a Coordinated Entry Intake form (**Appendix A**) for each member of the household, as well as review the individuals CES packet for completeness. If the packet is not complete, the Program Operators will be required to gathering the missing documentation in preparation for program acceptance.

2. Guidance for Eligible Households

The Program Operators will meet with the prospective eligible households throughout the application process and will continue to meet with and counsel each eligible household regarding the HEART Program, the eligible household's responsibilities as participants of the Program, and the goals and objectives of the Program.

II. DETERMINATION OF ELIGIBILITY

The HEART program combines the resources of the HOME program with LMIHTF funds. LMIHTF funds are utilized for the delivery of supportive service and HOME funds are utilized for rental assistance. While it is intended for the supportive services and rental assistance components of the program to be available jointly, applicant households must meet the eligibility qualifications of each program in order to receive the respective assistance. In order to determine eligibility, the Program Operators will meet with the prospective eligible household and complete the Program Application, attached as **Appendix B**. Eligibility for services offered by the HEART program shall adhere to the following selection criteria:

1. Income Eligible Household

- a) To receive services under the HEART program, applicant households must meet income eligibility requirements and have a total household income at or below the very low (50% AMI) income limits.
- b) Income limits for very-low income households are established annually for the HOME Program by HUD for the Orange County income limit area.
- c) Gross Annual Income shall be determined in accordance with 24 CFR 5.609, with the allowable exclusions from income established at 24 CFR 5.611.
- d) Gross Annual Income means the gross amount of income from all sources, including assets, for all adult household members that is anticipated to be received prospectively during the 12-month period following the date of application and before any deductions are taken.
- e) The Program Operators will determine and verify eligibility for assistance under the HEART Program through the review of income source documents. As outlined in the revised HOME rules published in July 2013, applicants must provide evidence of income for the two (2) most recent months. Acceptable source documents include wage statements, check stubs, entitlement verification from another government agency and bank

statements. The definition of income for the purposes of the HEART Program are located 24 CFR part 5 (often referred to as the Section 8 definition).

- f) The Program Operators may also consider any likely changes in income when collecting income verification documentation.
- g) Initial income verifications are valid for six months. If admission into the HEART program takes longer than 6 months, income verifications must be updated and reevaluated. After initial verification, income re-certifications shall be conducted annually.
- h) Income verifications will be used for two purposes:
 - i. To determine eligibility for services (HOME TBRA assistance). A determination of eligibility will be completed as part of the admissions process and thereafter annually.
 - ii. Income information will be used to establish the household's initial contribution toward rent, which shall be set at 30% of the household income. The household's initial contribution will remain unchanged for the first 6 months of assistance under the HOME TBRA program. Thereafter, rent will be adjusted in accordance with section IV below.

2. Currently homeless

- a) Meets the HUD Definition of homelessness (**Appendix C**) as identified under the ESG Program (24 CFR 576.2).

3. Current residents of the City of Garden Grove

Due to the nature of the population served by the HEART Program, it may not be possible to obtain traditional proof of residency documentation such as utility bills. The following documentation can be accepted to establish that an applicant household qualifies for the program and meets the Garden Grove live/work preference (**Appendix D**):

- a) Regularly receiving supportive services from a provider located in Garden Grove;
- b) Staying in homeless shelter/bridge/transitional housing
- c) Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- d) Holding a job in Garden Grove;
- e) Attending an education program meant to lead to self- sufficiency in Garden Grove (certificate/degree/diploma program);
- f) Children attending school located in Garden Grove;
- g) Living in a shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

4. Biannual Eligibility Verification

- a) The Program Operators will re-qualify each eligible household, including examination of source documentation, every 6 months.
- b) The Program Operators may request that a participating eligible household provide verification(s) more often than annually, as reasonably necessary to confirm continued qualification and eligibility for the TBRA Program.

The Program Operators will provide written notice to each Applicant stating whether the Applicant was determined to be eligible for assistance under the TBRA Program.

III. SELECTION OF HOUSING

1. Housing Unit Selection

Eligible households may elect to rent any housing unit in the County of Orange so long as the unit meets federal housing quality standards (HQS) or such other standards as may be made applicable to the TBRA Program by HOME Program statutes and/or regulations, specifically including Uniform Physical Condition Standards (UPCS) and passes a rent reasonableness test. Due to the nature of the population served by the HEART Program, it is expected that the Program Operators will assist eligible households with finding and selecting an appropriate housing unit that meets all program requirements.

While the Program Operators can refer eligible households to appropriate housing units, households may not be required to select a particular housing unit.

2. Occupancy Standards

The number of persons in each eligible household will determine the required unit type. Each household must comply with the 2+1 (i.e. two per bedroom plus one) occupancy standard.

The following table provides the occupancy standards by unit type:

Unit Type	Number in Household
One-Bedroom Unit	1 to 3 Persons
Two-Bedroom Unit	3 to 5 Persons
Three-Bedroom Unit	5 to 7 Persons
Four-Bedroom Unit	7 to 9 Persons

3. Property Inspections

Prior to occupancy of any housing unit by an eligible household, and again during the annual verification process, the Program Operators will have a certified Housing Quality Standards (HQS)

inspector inspect each housing unit to ensure the unit complies with HQS as set forth in the HOME Program (24 CFR 92.251), as well as all applicable state and local codes and ordinances, including zoning ordinances.

Each HQS inspection will include the following:

- a) Verification of property ownership;
- b) Verification of the age of the housing unit;
- c) Completed HQS Inspection Form (HUD -52580);
- d) Lead-based paint hazard assessment, dissemination of lead-based paint information pamphlet and disclosure form and lead-based paint reduction activities, if required;
- e) Adequate opportunity for landlord to correct any deficiencies indicated in the HQS Inspection form to bring the housing unit into compliance;
- f) Verification that occupancy by the eligible household will comply with occupancy standards;

4. Rent Reasonableness

Rental assistance paid on behalf of TBRA household must be in compliance with federal rent reasonableness requirements which require that rents paid by or on behalf of assisted households be similar to rents paid by non-assisted households.

Rent Reasonableness reviews will be performed by the Program Operators. The factors listed below shall be considered when determining rent comparability.

- a) Location and age
- b) Unit size including the number of rooms and square footage of rooms
- c) The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- d) The quality of the unit, which includes the building construction, maintenance and improvements
- e) Amenities, services, and utilities included in the rent

The Program Operators will follow both the rent reasonableness regulations established for the Housing Choice Voucher (HCV) program at 24 CFR 982.507 and the methodology described in Chapter 8, Part III of the Garden Grove Housing Authority Administrative Plan for the HCV program to evaluate rents. In the event that a rent request does not meet rent reasonableness requirements, the Program Operators shall attempt to negotiate a lower rent with the property owner. If the owner is not willing to accept a lower rent, the household must be instructed to search for another unit. Under no circumstances shall the Program Operators or the assisted household agree to pay more than approved through the rent reasonableness review. Additionally, the assisted household is not allowed to make up any difference in the rent offer.

Garden Grove Housing Authority (GGHA) will provide support to the Program Operators in completing this task. GGHA will be available for technical support and grant access to rent reasonableness data that Program Operators can use in finalizing approvals. In the event that there is a conflict between rents authorized by Program Operators and rents authorized for other rent subsidy programs offered by the City of Garden Grove, the Program Operators must work with

GGHA and/or City staff to resolve the conflict so that there is parity in all City sponsored rental assistance programs.

5. Coordination with Landlords

The Program Operators will meet with and provide guidance to landlords participating in the HEART Program regarding the requirements and procedures that impact landlords.

a) Rental Assistance Contract (**Appendix E**)

- i. The Program Operators will enter into a Rental Assistance Contract with each participating household. The Rental Assistance Contract will establish the security deposit assistance payment and the initial rental assistance payments to be paid on behalf of the household. The Contract will also establish the participating household's initial share of the contract rent.
- ii. The household's share of rent will be adjusted if and when the household's income increases and shall continue to be set at 30% of the household income.
- iii. This Contract will have a term of 6 months.

b) Lease Addendum (**Appendix F**)

- i. The landlord will be required to enter into a lease agreement with a minimum term of at least one (1) month with any eligible household occupying a housing unit.
- ii. The lease agreement will include a lease addendum that will be executed in connection with the lease between the landlord and the eligible household.
- iii. The addendum will include the terms of the rental assistance payments to be paid to the landlord on behalf of the eligible household, confirm the obligations of the landlord, confirm obligations of the eligible household regarding payment of rent, utilities and appliances, rules and regulations of tenancy and confirm the landlord's obligation to maintain the housing unit in accordance with HQS.
- iv. The landlord will be required to provide the Program Operators with notice of a lease termination, prohibit discrimination by the landlord against the eligible household as well as lease provisions prohibited by the HOME Program.
- v. The Program Operators will review the rental agreement to confirm its compliance with state law and all HOME Program requirements.

c) IRS Form W-9 (**Appendix G**)

- i. Each landlord will be required to submit a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification. The Program Operators will rely on this information when issuing a 1099 form to each payee as required by the IRS. A 1099 form must be issued annually to all participating landlord (payee).

IV. RENT CALCULATION, PAYMENT STANDARDS AND TERM

1. Rent Assistance Calculation

The Program Operators will complete a rental assistance calculation for each eligible household. The calculation will determine each household's initial program subsidy and share of the rent. The initial household rent is equivalent to the maximum subsidy amount allowed under HOME TBRA regulations and is calculated as the difference between 30% of the household's monthly income and the payment standard for the size of the unit. Each household's maximum rent subsidy will vary since the calculation involves the use of individualized factors such as the household's income and household size.

The initial household rent will remain unchanged for the first 6 months of assistance. Thereafter, household rent contributions may be increased if and when the household income increases. When increases in income occur, the Program Operators will complete a rental assistance calculation to include the increase in income within 30 days of receiving confirmation of the change in income. The household's rent contribution will be 30% of the adjusted household income for the duration of the program.

Minimum rent under the TBRA program is set at \$25.00. The minimum tenant payment is used if the maximum subsidy calculation would result in the household paying less than \$25.00 towards the monthly rent.

2. Payment Standards

The TBRA program must use the Garden Grove Housing Authority's (GGHA) current payment standards (**Appendix H**) to calculate monthly rental assistance. The GGHA's payment standards represent the cost of rent and utilities for moderately priced units in Garden Grove. Payment standards are established by bedroom size.

When utilities are included in the cost of renting a unit, that is, the owner assumes responsibility for payment for all utility services, the household's entire share of the housing costs will go directly to the owner.

When the cost of utilities is not part of the rent, that is, the household is directly responsible for payment of utility services, the household's initial share will be determined by subtracting a utility allowance from 30% of the household's total income. The Program Operators must use the Orange County Housing Authority (OCHA) Utility Allowance Schedule (**Appendix I**), as annually adopted by the GGHA, to determine the household's utility allowance. The result of 30% of the household's total income minus the applicable utility allowance is the household's initial share of rent. Each household is responsible for paying their rent share directly to the landlord each month.

If a selected housing unit is subject to contractual, statutory and/or regulatory affordability restrictions, the monthly rental assistance payments will not exceed the difference between the required affordable rent amount for the Housing Unit and 30% of the eligible household's monthly gross income.

3. Term

The Program Operators will provide rental assistance for an initial term of 6 months, which can be extended in 3 month intervals , up to a total six times, for a cumulative term of 24 months. Extensions will be granted at the discretion of the Program Operators and shall be based on continued program compliance and ongoing need.

V. UTILITY AND SECURITY DEPOSITS

1. Utility Deposit Assistance

The Program Operators may provide utility deposit assistance to an eligible household in the full amount of any utility deposit required for (electricity, gas and/or telephone service) to be provided to the utility provider when needed to assist the household in establishing a tenancy. Deposit assistance can only be provided once.

Utility Deposit Assistance may be provided only if the following requirements are met:

- a) Utility deposit assistance is only available where rental assistance is also being provided.
- b) Utility deposit assistance will be paid directly to the landlord or utility provider on behalf of the eligible household.

Utility deposits that are provided to the participating households will be in the form of a grant. Utility deposit refunds must be returned directly to the assisted household.

2. Security Deposit Assistance

As needed, the Program Operators will provide security deposit assistance to eligible households. Such assistance shall be the lesser of;

- a) Two months approved rent for the housing unit; or
- b) The standard security deposit required by the Landlord for non-subsidized tenants.

Security deposit assistance provided to participating households will be in the form of a grant. As such, the landlord can provide a security deposit refund directly to the household. Any disputes involving the return, or lack thereof, of a security deposit shall be settled by the tenant and landlord, as provided for in the lease. Deposit assistance can only be provided once for the duration of the program, including re-entry into the program following a separation.

VI. BI-ANNUAL RE-CERTIFICATION, TERMINATION OF ASSISTANCE AND RETURNING HOUSEHOLDS

1. Bi-annual Recertification

Recertification of income and program eligibility will occur semi-annually. The Program Operators will gather source documentation for participating households to determine annual income. Annual income must be calculated in accordance with 24 CFR part 5.

If the total household income is above 80% AMI, rental assistance must be terminated following a 30-day notification period. For households between 60% and 80% AMI the Program Operators must obtain approval from the City before rental assistance is continued.

2. Termination of Rental Assistance

Assistance can be terminated for the following reasons:

- a) Failure to comply with HEART Program Guidelines and/ or Client Participation Agreements including disengagement in client services.
- b) Eviction from the assisted rental unit based on behavioral issues and/or unlawful activity.
- c) The participant no longer qualifies, based on income eligibility, for assistance at semi-annual re-certification.
- d) Another rental assistance program such as the Section 8, Permanent Supportive Housing (PSH), Tenant-Based or Project-based program will assist the individual. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must terminate.

3. Returning Participant Households

As needed, participants may be allowed to return to the program for either support services, rental assistance or both. A determination to allow re-entry shall be based on the following criteria:

- a) Participants must have left the program in good standing. To be in good standing, participants must have been engaged in their case management plan, voluntarily left the program (not in lieu of termination) or have been released because their household income exceeded eligibility limits. In general, participants will not be allowed to re-enter the program if they were terminated for non-compliance.
- b) At the discretion of the Program Operators, a request for readmission from a non-compliant household may be considered when compelling reasons exist. In such cases, re-admission will require concurrence from the City of Garden Grove.
- c) The participant's previous rental assistance did not exceed 24 months. Cumulatively, participants will only be allowed to receive rental assistance for a maximum of 24 months.

VII. SELF SUFFICIENCY CASE MANAGEMENT SERVICES

The Program Operators will request each eligible household receiving rental assistance payments to participate in Self-Sufficiency Case Management Services (**Appendix J**) administered by the Program Operators. The Self-Sufficiency Program provides participating households with intense case management, which is designed to assist participants move to self-sufficiency within a 12 to 24 month period. Income re-certifications will be completed semi-annually for participating households.

Eligible households that fail to participate in the Self-Sufficiency Program will not be allowed to receive rental assistance extensions.

The Program Operators will use their agencies respective case management models to carry out these services. Although the Program Operators will utilize their own model, the Program Operators will be required to complete certain activities. The key activities are as follows:

1. Review the clients Coordinated Entry packet, specifically the VI-SPDAT, to determine service needs,
2. Development of a comprehensive, individualized service plan,
3. Coordination of services required to implement the plan,
4. Monitoring of client to assess the effectiveness of the plan,
5. Periodic service plan re-evaluation at least every three (3) months and adaptation of the plan, as necessary, and
6. Clear documentation of assessment, plan, and service referrals.

VIII. PERFORMANCE MEASUREMENTS

The City will evaluate the impact of the HEART program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Program Operators. Listed below are the key indicators the program will use to assess the program effectiveness.

Performance Measurements
of individuals receiving tenant based rental assistance.
of individuals receiving case management, including the development of an individualized case management plan.
of individuals who achieved one or more goals from their case management plan.
of individuals who obtained health insurance due to case management services.
of individuals with higher income at program exit than at program entry.
of individuals with more non-cash benefits at program exit than at program entry.
of individuals that successfully complete the program and maintain their housing without assistance.
of individuals that successfully complete the program but need permanent housing assistance.

**APPENDIX A – SAMPLE COORDINATED ENTRY INTAKE FORM AND
VI-SPDAT ASSESSMENT**

Coordinated Entry Intake - Individual

1a. Street Outreach Team or In-Reach Site:	1b. Interviewer's Name:
1c. Survey Date:	1d. Survey Time:
1e. Survey Location (City):	

3. Will you be completing the full assessment?

☐ Yes (CE Intake, VI-SPDAT and Housing Preference Survey)

☐ No (Name Only)

Client Identification

1. First Name:		3. Last Name:	
2. Middle Name:	2a. Suffix:	2b. Alias:	
4. Date of Birth: ____/____/____ <input type="checkbox"/> Full DOB reported <input type="checkbox"/> Approximate or partial DOB <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected		5. Social Security Number (last 4 digits): ____ <input type="checkbox"/> Approximate or partial SSN reported <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected	

Client Contact Information – Do you have a number and/or email where I can follow up with you or leave a message?

6. Main Phone #: () - ext.	<input type="checkbox"/> Message/VM okay	Contact Preference
6a. Alternate Phone #: () - ext.	<input type="checkbox"/> Message/VM okay	
7. Email: @		

☐ Phone
☐ Text
☐ Email

Client Demographics

<p>8. Gender:</p> <p><input type="checkbox"/> Male</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Transgender Female to Male</p> <p><input type="checkbox"/> Transgender Male to Female</p> <p><input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data not Collected</p>	<p>9. Do you have a disability? (Physical, Developmental, Mental Health, Chronic Health Condition, HIV/AIDS, and/or Substance Use Disorder)</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data Not Collected</p>	<p>10. Have you ever served in the U.S. Armed Forces?</p> <p><input type="checkbox"/> Yes → please administer VA release of information</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Client Doesn't Know</p> <p><input type="checkbox"/> Client Refused</p> <p><input type="checkbox"/> Data not Collected</p>																		
<p>11. Education Level – What is the highest degree or level of school you have completed? If currently enrolled, highest degree received.</p> <table border="0"> <tr> <td><input type="checkbox"/> No Schooling Completed</td> <td><input type="checkbox"/> 10th Grade</td> <td><input type="checkbox"/> 4-years College Degree</td> </tr> <tr> <td><input type="checkbox"/> Nursery School to 4th Grade</td> <td><input type="checkbox"/> 11th Grade</td> <td><input type="checkbox"/> Graduate School</td> </tr> <tr> <td><input type="checkbox"/> 5th or 6th Grade</td> <td><input type="checkbox"/> 12th Grade, no diploma</td> <td><input type="checkbox"/> Client Doesn't Know</td> </tr> <tr> <td><input type="checkbox"/> 7th or 8th Grade</td> <td><input type="checkbox"/> High School Diploma</td> <td><input type="checkbox"/> Client Refused</td> </tr> <tr> <td><input type="checkbox"/> 9th Grade</td> <td><input type="checkbox"/> GED</td> <td><input type="checkbox"/> Data not Collected</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Post-Secondary School</td> <td></td> </tr> </table>			<input type="checkbox"/> No Schooling Completed	<input type="checkbox"/> 10 th Grade	<input type="checkbox"/> 4-years College Degree	<input type="checkbox"/> Nursery School to 4 th Grade	<input type="checkbox"/> 11 th Grade	<input type="checkbox"/> Graduate School	<input type="checkbox"/> 5 th or 6 th Grade	<input type="checkbox"/> 12 th Grade, no diploma	<input type="checkbox"/> Client Doesn't Know	<input type="checkbox"/> 7 th or 8 th Grade	<input type="checkbox"/> High School Diploma	<input type="checkbox"/> Client Refused	<input type="checkbox"/> 9 th Grade	<input type="checkbox"/> GED	<input type="checkbox"/> Data not Collected		<input type="checkbox"/> Post-Secondary School	
<input type="checkbox"/> No Schooling Completed	<input type="checkbox"/> 10 th Grade	<input type="checkbox"/> 4-years College Degree																		
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<input type="checkbox"/> 7 th or 8 th Grade	<input type="checkbox"/> High School Diploma	<input type="checkbox"/> Client Refused																		
<input type="checkbox"/> 9 th Grade	<input type="checkbox"/> GED	<input type="checkbox"/> Data not Collected																		
	<input type="checkbox"/> Post-Secondary School																			

Client Name: _____

12. Which category best describes your race? (Check All that Apply): <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> American Indian/Alaska native <input type="checkbox"/> White <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected	13. Which category best describes your ethnicity? <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Hispanic <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data Not Collected
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Location – On a regular day, where is it easiest to find you?

14. On a regular day, where is it easiest to find you? <input type="checkbox"/> Street <input type="checkbox"/> Vehicle <input type="checkbox"/> Abandoned building <input type="checkbox"/> Bus/train/subway station/airport <input type="checkbox"/> Drop In Center <input type="checkbox"/> Day services center <input type="checkbox"/> Soup Kitchen <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Transitional Housing <input type="checkbox"/> Permanent Housing <input type="checkbox"/> Clinic/Hospital – Health <input type="checkbox"/> Clinic/Hospital – Mental Health <input type="checkbox"/> Clinic/Hospital – Substance Abuse <input type="checkbox"/> Jail, prison, or juvenile detention facility <input type="checkbox"/> Family or friend's room, apartment, condo, or house <input type="checkbox"/> Foster care or group home <input type="checkbox"/> Other (specify): _____	14a. Intersection:
	14b. Landmark:
	14c. City:
	14d. Zip Code:

NOTES:

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Client Name: _____

VI-SPDAT for Single Adults, American Version 2.0 – obtained from <http://www.orgcode.com/>

IF THE PERSON IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.

HISTORY OF HOUSING AND HOMELESSNESS

1. Where do you sleep most frequently?

- ☐ Shelters
☐ Transitional Housing
☐ Safe Haven
☐ Outdoors
☐ Others (specify): _____

Address: _____

1a. Intersection: _____

1b. Landmark: _____

1c. City: _____

1d. Zip Code: _____

☐ Same as above

☐ Refused

IF THE PERSON ANSWERS ANYTHING OTHER THAT SHELTER, TRANSITIONAL HOUSING, OR SAFE HEAVEN, THEN SCORE 1.

2. How long has it been since you lived in permanent stable housing? _____

3. In the past three years, how many time have you been housed and then homeless again? _____

4. In the last three years, what is the total number of months spent homeless on the streets, in an emergency shelter, or place not meant for human habitation? _____

IF THE PERSON HAS EXPERIENCED 12 OR MORE MONTHS OF HOMELESSNESS (CONSECUTIVE OR NOT), AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

Page Total A: /3

RISKS

5. In the past six months, how many times have you...

- a. Received health care at an emergency department/room? _____
b. Taken an ambulance to the hospital? _____
c. Been hospitalized as an inpatient? _____
d. Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotline? _____
e. Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? _____
f. Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? _____

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

6. Have you been attacked or beaten up since you've become homeless? ☐ Yes ☐ No ☐ Refused
7. Have you threatened to or tried to harm yourself or anyone else in the last year? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

8. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult for you to rent a place to live? ☐ Yes ☐ No ☐ Refused

IF YES, THEN SCORE 1 FOR LEGAL ISSUES.

Client Name: _____

9. Does anybody force or trick you to do things that you do not want to do? ☐ Yes ☐ No ☐ Refused

10. Do you ever do things that may be considered risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF EXPLOITATION.

SOCIALIZATION & DAILY FUNCTIONING

11. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ Yes ☐ No ☐ Refused

12. Do you get any money from the government, a person, an inheritance, working under the table, a regular job, or anything like that? ☐ Yes ☐ No ☐ Refused

IF YES TO QUESTION 11 OR NO TO QUESTION 12, THEN SCORE 1 FOR MONEY MANAGEMENT.

13. Do you have planned activities, other than just surviving that make you feel happy and fulfilled? ☐ Yes ☐ No ☐ Refused

IF NO, THEN SCORE 1 FOR MEANINGFUL DAILY ACTIVITY.

14. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water, and other things like that? ☐ Yes ☐ No ☐ Refused

IF NO, THEN SCORE 1 FOR SELF-CARE.

15. Is your current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family or friends caused you to become evicted? ☐ Yes ☐ No ☐ Refused

IF YES, THEN SCORE 1 FOR SOCIAL RELATIONSHIPS.

Page Total B: /8

WELLNESS

16. Have you ever had to leave an apartment, shelter program or other place you were staying because of your physical health? ☐ Yes ☐ No ☐ Refused

17. Do you have any chronic health issues with your liver, kidneys, stomach lungs or heart? ☐ Yes ☐ No ☐ Refused

18. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ Yes ☐ No ☐ Refused

19. Do you have any physical disabilities that would limit the type of housing you could assess, or would make it hard for you to live independently because you'd need help? ☐ Yes ☐ No ☐ Refused

20. When you are sick or not feeling well, do you avoid getting help? ☐ Yes ☐ No ☐ Refused

21. *FOR FEMALE RESPONDENTS ONLY:* Are you currently pregnant? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

22. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☐ Yes ☐ No ☐ Refused

23. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR SUBSTANCE USE.

Client Name: _____

24. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program, or other place you were staying, because of:

a. A mental health issue or concern?

☐ Yes ☐ No ☐ Refused

b. A past head injury?

☐ Yes ☐ No ☐ Refused

c. A learning disability developmental disability, or other impairment?

☐ Yes ☐ No ☐ Refused

☐ Yes ☐ No ☐ Refused

25. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help?

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR MENTAL HEALTH.

IF THE RESPONDENT SCORE 1 FOR PHYSICAL HEALTH AND 1 FOR SUBSTANCE USE AND 1 FOR MENTAL HEALTH, SCORE 1 FOR TRI-MORBIDITY.

26. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking?

☐ Yes ☐ No ☐ Refused

27. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication?

☐ Yes ☐ No ☐ Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR MEDICATIONS.

28. YES or NO: Has your current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you have experienced?

☐ Yes ☐ No ☐ Refused

IF YES, SCORE 1 FOR ABUSE AND TRAUMA.

Page Total C: /6

Scoring Summary

	Subtotal	Results	
Page Total A		Score	Recommendations
Page Total B		0-3	No housing intervention
Page Total C		4-7	Assessment for Rapid Rehousing
Grand Total		8+	Assessment for Permanent Supportive Housing

APPENDIX B – PROGRAM APPLICATION

**CITY OF GARDEN GROVE
HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)
APPLICATION FOR RENTAL ASSISTANCE**

APPLICANT NAME:

Current Address:

City, State, Zip Code:

Home Phone:

Alternate Phone:

Email Address:

HOUSEHOLD COMPOSITION

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.)

Member's Full Name	Relationship	Birthdate	Age	Sex	Social Security No.

PREFERENCE

Does the applicant meet any of the eligibility preferences?

- ☐ Individuals that score between 4 and 7 on the VI-SPDAT;
- ☐ Individuals that score an 8 and above on the VI-SPDAT but do not have a disabling condition keeping them from maintaining housing and employment.

ELIGIBILITY REQUIREMENTS

Eligibility is limited to individuals and families who meet the HUD Definition of homelessness as identified under the ESG Program (24 CFR 576.2) and meets the Garden Grove live/work preference.

The household qualifies for the programs Garden Grove live/work preference by:

- ☐ Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove;
- ☐ Regularly receiving supportive services from a provider located in Garden Grove;
- ☐ Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- ☐ Holding a job in Garden Grove;

- ☐ Attending an education program meant to lead to self- sufficiency in Garden Grove (certificate/degree/diploma program);
- ☐ Children attending school located in Garden Grove;
- ☐ Living in your shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

INCOME INFORMATION

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

ASSET INFORMATION

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (e.g.bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the [Program Administrator] to verify all information provided on this application.

Head of Household Signature	Date	Other Member Signature	Date
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APPENDIX C - HOMELESS CERTIFICATION FORM

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

HUD's DEFINITION of HOMELESSNESS and CERTIFICATION

Household Name: _____ Date: _____

This is to certify the above individual or household is currently homeless based on the category checked and required documentation. ****THE GENERAL HOMELESS CERTIFICATION MUST BE COMPLETED FOR EACH HOUSEHOLD.**

****GENERAL HOMELESS CERTIFICATION**

*****Category 1 is eligible for Rapid Re-housing Assistance under the HEART Program***

CATEGORY 1: Literally Homeless

- ☐ Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; **or**
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs).
- To certify homeless status for the above, must provide documentation of 1 of the following:**
- ☐ Written observation by the outreach worker; **or**
 - ☐ Written referral by another housing or service provider; **or**
 - ☐ Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter (Form No. 5).
- ☐ Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (iii) Is exiting an institution where (s)he has resided for 90 days or less **and** who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution (**documentation must include one of the above forms of evidence AND 1 of the following**).
- ☐ Discharge paperwork or written/oral referral; **or**
 - ☐ Written record of intake worker's due diligence to obtain above evidence **and** certification by individual that they exited institution (Form No. 5).

*****Categories 2 thru 4 are considered "homeless" but receive assistance under Prevention***

CATEGORY 2: Imminent Risk of Homelessness

- ☐ Individual or family who will imminently lose their primary nighttime residence, provided that:
- (i) Residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
- Documentation must include 1 of the following:**
- ☐ A court order resulting from an eviction action notifying the individual or family that they must leave; **or**
 - ☐ For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay (Form No. 5); **or**
 - ☐ A documented and verified oral statement.
- In addition to 1 of the above, documentation must include BOTH of the following:**
- ☐ Certification that no subsequent residence has been identified (Form No. 5); **AND**
 - ☐ Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing (Form No. 5).
-

CATEGORY 3: Homeless under Other Federal Statutes

- ☐ Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under the other listed federal statutes;
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
 - (iii) Have experienced persistent instability as measured by 2 moves or more during the preceding 60 days; **and**
 - (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Documentation must include all of the following:

- ☐ Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; **and**
 - ☐ Certification of no public housing in the last 60 days; **and**
 - ☐ Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved 2 or more times in the past 60 days; **and**
 - ☐ Documentation of special needs **or** 2 or more barriers.
-

CATEGORY 4: Fleeing/Attempting to Flee Domestic Violence

- ☐ Any individual or family who:
- (i) Is fleeing, or is attempting to flee, domestic violence;
 - (ii) Has no other residence; **and**
 - (iii) Lacks the resources or support networks to obtain other permanent housing

Documentation required:

For victim service providers:

- ☐ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification (Form No. 5) **or** a certification by the intake worker.

For non-victim service provider (must document all of the following):

- ☐ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification (Form No. 5) **or** by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; **and**
 - ☐ Certification by the individual or head of household that no subsequent residence has been identified (Form No. 5); **and**
 - ☐ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing (Form No. 5).
-

Intake Staff Signature: _____

Date: _____

APPENDIX D – GARDEN GROVE LIVE/WORK PREFERENCE FORM HOMELESS

GARDEN GROVE HOMELESS CERTIFICATION & LIVE/WORK REQUIREMENTS

To qualify for Garden Grove funded services, the individual or family **must** meet the Garden Grove live/work preference and meet one of the four categories identified in HUD's homeless definition. To meet these requirements, agencies must complete the standard Declaration of Homelessness Status Form and verify the participant meets one of the live/work preference requirements listed below.

Part 1

Complete the standard Declaration of Homelessness Form and check the corresponding box below.

☐ **Category 1:** Person or household lacks a fixed, regular, and adequate nighttime residence.

☐ **Category 2:** Person or household who will imminently lose their primary nighttime residence.

☐ **Category 3:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition.

☐ **Category 4:** A person or household that is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individuals of households primary residence or has made the individual or household afraid to return to their primary residence.

Part 2

Verify the person or household meets the Garden Grove live/work preference by checking one of the boxes. The live/work requirement must be verified by a third party and documented in writing. If the supporting documentation included in the standard Declaration of Homelessness Form meets this requirement, no additional work will be needed, merely check the corresponding box.

☐ Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove.

☐ Regularly receiving supportive services from a provider located in Garden Grove.

☐ Staying in a park/streets/other location in Garden Grove and documented by an outreach team.

☐ Holding a job in Garden Grove.

☐ Attending an education program meant to lead to self- sufficiency in Garden Grove.

☐ Children attending school located in Garden Grove.

☐ Living in your shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

APPENDIX E – RENTAL ASSISTANCE CONTRACT

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Telephone Number:	UNIT NO. & ADDRESS	TENANT NAME
--	--------------------	-------------

This HOME Rental Assistance Contract ("Contract") is entered into between _____ "Program Administrator" and the Tenant identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of the Contract shall begin on _____ and terminate at the end of six months.

2. SECURITY DEPOSIT

- A. The Program Administrator will pay a security deposit to the Landlord in the amount of \$_____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND PROGRAM ADMINISTRATOR

- A. *Initial Rent.* The Program Administrator will provide rental assistance for an initial term of 6 months, which can be extended for additional periods of up to 3 months each, up to a total, cumulative term not to exceed 24 months in a three year period, all at the discretion of the Program Administrator. The initial total monthly rent payable to the Landlord for the six months of this Contract is \$_____.
- B. *Rent Adjustments..* During the first 60 days of occupancy in the unit, the Tenant contribution toward rent, as identified in *C. Tenant Share of the Rent*, will remain unchanged. Each month thereafter, the rental assistance payment amount paid on behalf of the Tenant may be reduced by \$100. When the rental assistance payment is reduced, the Tenant is responsible for making up the difference in the payment. Tenants may request suspensions of their monthly rent increases. All requests will be reviewed by the Program Administrator and granted at their sole discretion. In evaluating whether or not to grant a request to suspend a

proposed rental assistance payment decrease the Program Administrator shall consider the family's ability to make additional rental payments, extenuating life circumstances, unplanned expenses, and/ or unexpected loss of income.

- C. *Tenant Share of the Rent.* Initially, the Tenant's share of the rent shall be \$_____.
- D. *Program Administrator Share of the Rent.* Initially, the Program Administrator's share of the rent shall be \$_____. Neither the Program Administrator nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Program Administrator's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract. Further, the Program Administrator's obligation is subject to execution of a written agreement under which the City of Anaheim commits HOME funds to Program Administrator pursuant to the HOME Regulations set forth at 24 CFR part 92, and specifically in accordance with the definition of "commitment" set forth in 24 CFR 92.2.

Notice to TBRA Tenants:

In order to be eligible to receive rental assistance through the HOME TBRA Program, all Tenants must participate in a Self-Sufficiency Program which is authorized and/or conducted by Program Administrator.

Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months in a three year period.

Do not enter into a Lease Agreement unless the rental unit has been inspected for compliance with HQS requirements and approved by Administrator.

_____(Tenant's Initials)

LANDLORD'S CHECK TO BE MAILED TO: SS NO. _____

NAME(S) _____

ADDRESS _____

SIGNATURE OF PROGRAM ADMINISTRATOR DATE

SIGNATURE OF TENANT DATE

APPENDIX F – LEASE ADDENDUM

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

Administrator:	Contract/RSP Number:
Administrator Address:	Phone:
Tenant Name:	
Unit Address:	Number of Bedrooms:
Landlord Name:	
Landlord Address:	Phone:

Purpose of Lease Addendum. Tenant has been approved to receive rental assistance under the HOME Investment Partnerships (HOME) Program Tenant-Based Rental Assistance (TBRA) Activity administered by Administrator on behalf of the City of Garden Grove. The Lease for the above-referenced rental unit is hereby amended to include the provisions of this Lease Addendum, as follows:

1. **Conflict with Other Provisions of the Lease.** In the event of any conflict between the provisions of this Lease Addendum and any sections of the Lease, the provisions of this Lease Addendum prevail.
2. **Terms of Lease.** The rental term of the Lease begins on: _____ / _____ / _____ and terminates on _____ / _____ / _____, unless it is terminated sooner by one of the following events:
 - A. The Lease is terminated by Landlord in accordance with applicable state and local laws; or
 - B. The Lease is terminated by Tenant in accordance with the Lease; or
 - C. The Lease is terminated by mutual agreement of Landlord and Tenant during the term of the Lease; or
 - D. The HOME Rental Assistance Contract between Tenant and Administrator is terminated.
3. **Rental Assistance Payment.** The Program Administrator will provide rental assistance for an initial term of 6 months, which can be extended for additional periods of up to 3 months each, up to a total, cumulative term not to exceed 24 months in a three year period, all at the discretion of the Program Administrator. The initial total monthly rent payable to the Landlord for the first two months of this Lease Addendum is \$ _____.
 - A. **Payment Conditions.** The right of the owner to receive payments under this Lease Addendum shall be subject to compliance with all of the provisions of the Lease. The Landlord shall be paid under this Lease Addendum on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

1. the Lease unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Lease unit is leased to and occupied by the Tenant named above in this Lease Addendum.
 3. the Landlord has not received and will not receive any payments as rent for the Lease unit other than those identified in this Lease Addendum.
 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- B. **Overpayments.** If the Program Administrator determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Program Administrator may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Contract.

4. Security Deposit.

- A. Administrator has paid: \$ _____ directly to Landlord to be held as a Security Deposit paid on behalf of Tenant. Landlord will hold the Security Deposit during the period in which Tenant occupies the rental unit under the Lease. Landlord will comply with state and local laws regarding interest earned on Security Deposits.
- B. After Tenant's household has vacated the rental unit, Landlord may use the Security Deposit as reimbursement for rent or toward any other amounts payable by Tenant under the Lease, in accordance with state and local laws. Landlord will provide Tenant a written list specifying all damages, items, and amounts charged against the Security Deposit. Any Security Deposit amount remaining after the reimbursement to Landlord has been deducted shall be promptly refunded directly to Tenant.
- C. The Landlord shall immediately notify the Program Administrator when the Tenant has moved from the Leased unit.

5. Utilities and Appliances. Utilities and appliances are provided as indicated in the following table:

Description of Utility or Appliance	Included in Rent?		Paid for or Provided by	
Heating (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Oil	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Air Conditioning	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Cooking (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Other Electric	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Water Heating (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

Description of Utility or Appliance	Included in Rent?		Paid for or Provided by	
Water	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Sewer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Trash Collection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Range	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Refrigerator	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

6. **Household Members.** ALL Household members authorized to live in this rental unit are listed below. Tenant may not permit other persons to join the household without notifying Administrator and obtaining Landlord's permission.

Full names of ALL household members:

1.	5.
2.	6.
3.	7.
4.	8.

7. **Housing Quality Standards.** The Landlord agrees to maintain and operate the Lease unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.

The Program Administrator shall have the right to inspect the Lease unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

If the Program Administrator determines that the Landlord is not meeting these obligations, the Program Administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the Program Administrator's share of the rent and/or terminate the Lease.

8. **Termination of Tenancy.** Landlord may evict Tenant for cause in accordance with HOME Program requirements and applicable state and local statute. Landlord must provide all required notices to Tenant and provide copies of such notices to Administrator. Landlord must notify Tenant and Administrator in writing when eviction proceedings begin.

9. **Prohibited Lease Provisions.** The following provisions may not be included in or applied to the Lease, and may not be enforced by Landlord:

- A. *Confession of Judgment.* Tenant may not be required to consent to be sued, to admit guilt, or to accept or acknowledge a judgment in favor of Landlord in a lawsuit brought in connection with the Lease.

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

- B. *Treatment of Property.* Tenant may not be required to agree that Landlord may take or hold Tenant's property, or sell such property without notice to Tenant and a court decision on the rights of the parties.
- C. *Excusing Landlord from Responsibility.* Tenant may not be required to excuse Landlord or Landlord's agent from his/her legal responsibility for any action or failure to act, whether intentional or negligent.
- D. *Waiver of Legal Notice.* Tenant may not be required to agree that Landlord may institute a lawsuit without notice to Tenant.
- E. *Waiver of Court Proceedings for Eviction.* Tenant may not be required to agree that Landlord may evict Tenant and/or Tenant's family prior to:
 - i. the initiation of civil court proceedings in which the family has the opportunity to present a defense; or
 - ii. the receipt of a decision by the court on the rights of the parties.
- F. *Waiver of Jury Trial.* Tenant may not be required to authorize Landlord to waive Tenant's right to a trial by jury.
- G. *Waiver of Right to Appeal Court Decision.* Tenant may not be required to authorize Landlord to waive Tenant's right to appeal a court decision or waive Tenant's right to sue to prevent a judgment from being put into effect.
- H. *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Tenant may not be required to agree to pay attorney fees or other legal costs in the event Landlord files civil suit.
- I. *Mandatory supportive services.* Landlord may not require agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

10. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Program Administrator, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Program Administrator and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

11. PROGRAM ADMINISTRATOR AND HUD ACCESS TO LANDLORD RECORDS

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

A. The Landlord shall provide any information pertinent to this Lease which the Program Administrator or HUD may reasonably require.

B. The Landlord shall permit the Program Administrator or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Lease Addendum.

12. RIGHTS OF PROGRAM ADMINISTRATOR IF LANDLORD BREACHES THE LEASE ADDENDUM

A. Any of the following shall constitute a breach of the Lease Addendum:

1. If the Landlord has violated any obligation under this Lease Addendum; or
2. If the Landlord has demonstrated any intention to violate any obligation under this Lease Addendum; or
3. If the Landlord has committed any fraud or made any false statement in connection with the Lease Addendum, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

B. The PHA's right and remedies under the Lease include recovery of overpayments, termination or reduction of payments, and termination of the Lease. If the Program Administrator determines that a breach has occurred, the Program Administrator may exercise any of its rights or remedies under the Lease Addendum. The Program Administrator shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.

C. Any remedies employed by the Program Administrator in accordance with this Lease Addendum shall be effective as provided in a written notice by the Program Administrator to the Landlord. The Program Administrator's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. RELATION TO THIRD PARTIES

A. The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Lease Addendum, or as a result of any other action or failure to act by the Landlord.

B. The Landlord is not the agent of the Program Administrator and this Lease Addendum does not create or affect any relationship between the Program Administrator and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Lease Addendum.

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

C. Nothing in this Lease Addendum shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Lease Addendum or to assess any claim against HUD, the Program Administrator or the Landlord under this Lease Addendum.

14. CONFLICT OF INTEREST PROVISIONS

A. No employee of the Program Administrator who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this Lease Addendum or in any proceeds or benefits arising from the Lease Addendum or to any benefits which may arise from it.

15. TRANSFER OF THE LEASE ADDENDUM

A. The Landlord shall not transfer or assign this Lease Addendum in any manner, without the prior written consent of the Program Administrator. The Program Administrator shall give its consent to a transfer or assignment if the transferee agrees in writing (in a form acceptable to the Program Administrator) to comply with all terms and conditions of this Lease Addendum.

16. ENTIRE AGREEMENT: INTERPRETATION

A. This Lease Addendum contains the entire agreement between the Landlord and the Program Administrator. No changes in this Lease Addendum shall be made except in writing signed by both the Landlord and the Program Administrator.

B. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

17. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Lease Addendum during the Lease Addendum term.

B. The individual executing this Lease Addendum on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	Tenant (Type or Print):
(Signature/Date)	(Signature/Date)

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Landlord

Date

Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.

APPENDIX G – IRS FORM W-9

APPENDIX H – GGHA PAYMENT STANDARDS

PAYMENT STANDARDS FOR AREA-WIDE PHAS

GGHA: Effective 11/1/18 for New Leases and 12/1/18 for Annuals

Bedroom Size	FMR's 10/1/18	GGHA NL 11/1/18 A 12/1/18	AHA Effective 10/1/18		SAHA 10/1/18	OCHA Effective 10/1/18		
			Regular	92808 Zip Code		Basic (1)	Central (2)	Restricted (3)
SRO*	1061	N/A	1061	1168	1040	1058	1058	1058
0	1415	1316	1415	1557	1387	1410	1410	1410
1	1632	1518	1714	1796	1599	1526	1656	1789
2	2037	1894	2037	2241	1996	1885	2016	2125
3	2862	2662	2862	3149	2748	2643	2779	2997
4	3304	3040	3304	3635	3172	3052	3052	3052
5	3800	3496	3800	4180	3648	3510	3510	3510
6	4296	3951	4296	4726	4123	3968	3968	3968

The FMRs for unit sizes larger than 4 BRs are calculated by adding 15% to the 4 BR FMR for each extra bedroom

AHA's New payment standards are set at 100% of FMR except one bedroom set at 105%, and are set at 110% for zip code 92808

As of 2/1/15 OCHA has three payment standards.

Basic Payment Standards: The following cities qualify for Basic Payment Standards: Brea, Buena Park, Cypress, Fullerton, Laguna Woods, La Habra, La Palma, Los Alamitos, Orange, Placentia, Seal Beach, Stanton, Villa Park, Westminster, Yorba Linda, and unincorporated areas (e.g. Midway City) north of the 55 freeway.

Central Payment Standards: The following "central coast" cities qualify for Central Payment Standards: Costa Mesa, Fountain Valley, and Huntington Beach.

Restricted Payment Standards: The following "high rent areas" of the county qualify for Restricted payment Standards: Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Rancho Santa Margarita, San Juan Capistrano (including Capistrano Beach), San Clemente, Tustin, and unincorporated areas south of the 55 freeway.

SAHA-Portability only

APPENDIX I – GGHA UTILITY ALLOWANCE

2019 Utility Allowance Schedule

The following Utility Allowances will be used by the Orange County Housing Authority (OCHA) for administration of the Housing Choice Voucher Program effective October 1, 2018.

Bedroom	0	1	2	3	4	5+
Gas						
Cooking	4	4	6	8	10	12
Heating	17	19	22	23	26	28
Water Heating	9	11	15	21	27	32
Electric						
Basic	25	29	43	58	74	91
Cooking	5	6	12	16	20	24
Heating	18	21	23	26	31	39
Water Heating	17	21	29	35	41	47
Other						
Water	32	34	47	66	86	105
Trash/Sewer	29					
Refrigerator	9					
Stove	7					

Orange County Housing Authority

1770 N. Broadway, Santa Ana CA. 92706 * Phone (714) 480-2700 FAX (714) 480-2945

APPENDIX J – SELF-SUFFICIENCY CASE MANAGEMENT POLICIES AND PROCEDURES

Appendix J - Self Sufficiency Case Management Policies and Procedures

Overview

The City of Garden Grove's (City) Homeless Emergency Assistance Rental Transition (HEART) Program (Program) is focused on assisting homeless household's secure supportive services and housing. Primarily, the program will serve:

- Individuals that score between a 4 and 7 on the VI-SPDAT and; or
- Individuals that score an 8 or above on the VI-SPDAT, but do not have a debilitating condition that would keep them from maintaining housing and employment.

To facilitate the delivery of HEART services, the City published a Request for Proposals (RFP) and to select two Program Operators (Operators) to administer the program through FY 2019-20. The goal of the program is to assist 20 individuals (10 each) in the first 12 months of operation.

The Program aims to provide tenant based rental assistance and self-sufficiency case management services to homeless households. During their time in the Program, households will work closely with a case manager to secure housing, develop an individualized service plan, and implement the plan in order to maintain housing after rental subsidy ceases.

Operators will request each eligible household receiving rental assistance payments to participate in self-sufficiency case management services. The self-sufficiency program provides participating households with intense case management, which is designed to assist participants move to self-sufficiency within a 12 month period, with the option to extend the Program an additional 12 months upon City approval.

The case management component is funded with Low/Moderate-Income Housing Trust Fund (LMIHTF) money and the housing component is funded with HOME funds. The HOME funds will be used to provide tenant-based rental assistance, for up to 24 months.

If the participating household's income exceeds the very low (50% AMI) income limits, the Operators must receive City approval to continue providing services. Eligible households that fail to participate in the Self –Sufficiency Program will not be allowed to receive rental assistance extensions.

The Operators will use their agency's respective case management models to carry out these services. Although the Operators will utilize their own models, they will be required to complete certain activities which are identified in the following sections.

Outreach and Program Referral

Prospective tenants for the program may be referred to the Operators through CES, or through the course of the Operators individual outreach and intake procedures. If being referred via CES, Operators must attempt to contact the individual within five (5) business days of the receipt of the referral. As part of the intake process, the Operators will complete a Coordinated Entry Intake form (**Attachment A**) for each member of the household, as well as review the individuals CES packet for completeness. If the packet is not complete, the Operators will be required to gathering the missing documentation in preparation for program acceptance.

Housing History and Search

As soon as a household is enrolled, the Operator will begin to work with the participant to identify housing history, barriers and goals, and identify housing. The Operator is responsible for assisting participants with the following:

- Assist participants in housing search which may include providing transportation to units (if needed)
- Help participants complete rental application paper work and submit to leasing agents
- Assist participants with preparing to make personal contact with landlords (including dress, cleanliness, and presentation) when applying for housing.
- Assist participants to follow up with landlords, once a unit is identified to ensure paperwork needed to secure the unit and move in is complete.

During this time, most of the focus of the case management relationship is on the housing search. However, participants may need other supports, including assistance gaining income, handling health or mental health issues, or other needs.

Case Management Approach

The self-sufficiency case management shall provide the support necessary to help the household retain housing once it is secured, to secure resources and make connections in the community that can sustain them after the program is over. The program is intended to be compassionate, individualized and "Housing First" oriented. Nonetheless, to achieve the income levels or other supports needed to sustain housing, participants are expected to be actively engaged in whatever self-determined goals they have set in their individualized service plan.

Using the VI-SPDAT as a guide, the Operator's staff will work with the households to develop an Individualized Service Plan (**Attachment A**). The individualized service plan is prepared at the time of move-in and should be updated as frequently as necessary to reflect changing situations. The plan outlines the household's goals to stabilize in their housing in key areas. Some examples of key areas are the following:

- Increase income through employment, benefits or a combination of the two, as needed to sustain housing
- Outpatient physical and/ or mental health services
- Outpatient substance abuse treatment services
- Landlord mediation and credit building
- Transportation assistance
- Education services including consumer education, health education, substance abuse prevention, literacy, ESL and GED
- Employment assistance and job training
- Life skills training such as budgeting, money management, household management, nutrition, and other skills that may never have been learned or have been lost
- Other self-established priorities

Supportive Service Referral Procedures

A household's need for supportive services will be addressed in case management sessions. The program operator's staff will be trained on resources that are available in the community and have access to electronic and other resource guides.

Once a need is identified, the Operator will provide the household with a list of resource referrals, primary contact information and any other important information related to accessing the service. Households with a lower level of acuity may opt to access the resource on their own. Households with a higher level of acuity may be provided additional support to access the resource including arranging appointments and transportation to the service site. Households may be provided transportation assistance via a bus voucher or gas card, as funding permits.

Once the Operator has provided a household with a resource referral they will include this referral in their case management meeting notes. At the subsequent case management session, the programs operator's staff will inquire as to the success of the resource connection. Here they will address and problem solve any remaining challenges that may hinder the households ability to access the resource and provide additional support where and as needed. The Operator will note the outcome of each resource referral in both the case notes and in the HMIS record.

Case Management Meetings

The frequency of case management meetings is determined by each households need. Operator's staff will meet with households a minimum of once bi-monthly. These meetings are mandatory and a participant can request more frequent meetings. Case Management meetings should be face-to-face and held in a safe and private location. If the Operator's staff is unable to meet with the client and, instead, connects with them over the phone, the reason must be documented in the case file.

These meetings will be used to assist household in obtaining appropriate supportive services, as well as connect them to other federal, state, local and private benefits and services for which they may be eligible. Households will work closely with Operators to set individualized service goals and create a plan to maintain housing.

Case Management Files, HMIS and Reporting

The following outlines policies for Case Management Files and Data Collection.

- All HUD mandated information will be entered into the HMIS system per 211 OC requirements.
- At program entry, households will complete a standard HMIS intake form and sign an HMIS Consent form that is kept in the case file.
- Case Management Databases will be updated at least monthly
- Quarterly data reviews will be conducted to ensure data quality and to evaluate program effectiveness.
- All case management information must be kept confidential and information should not be disclosed to anyone outside the program operators staff without a signed disclosure form
- All client's personal information should be protected and only shared even among program operator staff when necessary to ensure the client receives quality assistance
- All meetings must be documented in case notes and include:
 - date of meeting
 - overview of meeting content
 - observations/concerns
 - status of service plan progress and goals
 - staff initials
- Case notes should clearly connect to the households stated housing and other goals.
- All supportive services received by households must be clearly documented in their case file.
- Operators will maintain adequate records of services in sufficient detail to demonstrate compliance with the policies and procedures of the program. These records shall be retained for 7 years from the date service provision stops.

Termination of Assistance

Rental assistance and case management services can be terminated for the following reasons:

- Failure to comply with HEART Program Guidelines and/ or Client Participation Agreements including disengagement in client services.
- Eviction from the assisted rental unit based on behavioral issues and/or unlawful activity.
- The participant no longer qualifies, based on income eligibility, for assistance at semi-annual re-certification.

Another rental assistance program such as the Section 8, Permanent Supportive Housing (PSH), Tenant-Based or Project-based program will assist the individual. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must terminate.

Performance Measurements

The City will evaluate the impact of the HEART program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Operators. Listed below are the key indicators the program will use to assess the program effectiveness.

Performance Measurements
of individuals receiving tenant based rental assistance.
of individuals receiving case management, including the development of an individualized case management plan.
of individuals who achieved one or more goals from their case management plan.
of individuals who obtained employment or enrolled in an educational/ training program.
of individuals who obtained health insurance due to case management services.
of individuals with higher income at program exit than at program entry.
of individuals with more non-cash benefits at program exit than at program entry.
of individuals that successfully complete the program and maintain their housing without assistance for at least 12 months.
of individuals that successfully complete the program but need permanent housing assistance.

Attachment A – Individualized Service Plan Tool

Strengths Assessment

Today's Date: ____/____/____

Member's Full Name: _____ Case Manager's Full Name: _____

Updated Month When Updated Assessment Due: _____
☐ Jan ☐ Feb ☐ March ☐ April ☐ May ☐ June ☐ July ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

Aspirations and Desires: (What do I want?)	Current Status:	Personal and Social Resources: (What have I used in the past?)	Current Challenges:	How Can Staff Assist:	Family/Collateral Support: If yes, how? <input type="checkbox"/> Release of information obtained
Housing					
Transportation					
Vocational/Educational					
Money Management					
Legal					

Strengths Assessment

Aspirations and Desires: (What do I want?)	Current Status:	Personal and Social Resources: (What have I used in the past?)	Current Challenges:	How Can Staff Assist:	Family/Collateral Support:
Personal Relationships / Social Support (Past/Current)					
Wellness/Recovery (Medical, dental, vision, mental, substance use)					
Leisure/Spiritual/Hobbies					

Personal Goal Plan

Member's Full Name: _____ Today's Date: ____/____/____

Case Manager's Full Name: _____ Planned Frequency of Contact: _____

Update month when updated goals are due: ☐ Jan ☐ Feb ☐ March ☐ April ☐ May ☐ June ☐ July ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

My Long Term Goal (Client Quotes):

Smart Goals: Specific, Measurable, Attainable, Realistic, Time bound

Short-Term Goal(s):	Client Will Participate By:	Advocate Will Participate By:	Family/Collateral/Social Supports to Help with Goal: How:	Goal Outcomes:
				What Worked?
				What Didn't Work?
				Initial: Date:
				What Worked?
				What Didn't Work?
				Initial: Date:
				What Worked?
				What Didn't Work?
				Initial: Date:
				What Worked?
				What Didn't Work?
				Initial: Date:

Member's Signature & Date _____/____/____

Case Manager's Signature & Date _____/____/____

EXHIBIT D
GROSS INCOME CALCULATION FORM



TENANT INCOME CERTIFICATION

☐ Initial Certification* ☐ Recertification* ☐ Other _____

Effective Date: _____
Move-in Date: _____
(MM/DD/YYYY)

PART I - DEVELOPMENT DATA

Property Name: _____

Address: _____ Unit Number: _____ # Bedrooms: _____

PART II - HOUSEHOLD DATA

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)
1			HEAD		
2					
3					
4					
5					
6					
7					

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS) See Definition of Income on Page Two

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income (state type of income)
TOTALS	\$	\$	\$	\$
Add totals from (A) through (D), above				TOTAL INCOME (E): \$

PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) Cash Value of Asset	(H) Annual Income from Asset
Net Cash Value of Assets (G):		\$	
Total Actual Income from Assets (H):			\$
If line G is greater than \$5,000, multiply line by the current passbook rate, .06% and enter results here; otherwise, leave blank. Imputed Income (I):			
Enter the greater of the total of column H, or I (Imputed income)			\$
TOTAL INCOME FROM ASSETS (J)			\$
(K) Total Annual Household Income from all Sources [Add (E) + (J)]			\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature _____

(Date) _____

Signature _____

(Date) _____

Signature _____

(Date) _____

Signature _____

(Date) _____

DEFINITION OF INCOME

Federal regulations at 24 CFR 5.609 (Part 5) define annual income as the *gross amount of income of all adult household members* that is *anticipated to be received* during the coming 12-month period. Each of the italicized phrases in this definition is key to understanding the requirements for calculating annual income:

24 CFR Part 5 Annual Income Inclusions

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for certain exclusions, listed in Exhibit 3.2, number 14).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except for certain exclusions, as listed in Exhibit 3.2, number 3).

6. Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:

- Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
- Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).

If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; *plus*
- the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.

24 CFR Part 5 Annual Income Exclusions

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except as provided in Exhibit 3.1, number 5 of Income Inclusions).
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide (as defined in 24 CFR 5.403).
6. Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. The full amount of student financial assistance paid directly to the student or to the educational institution.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. (a) Amounts received under training programs funded by HUD.
(b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
(c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.
(d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.
- (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption assistance payments in excess of \$480 per adopted child.
14. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
17. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion.

Part 5 Annual Income Net Family Asset Inclusions and Exclusions

Inclusions	Exclusions
<p>1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.</p> <p>2. Cash value of revocable trusts available to the applicant.</p> <p>3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.</p> <p>4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.</p> <p>5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).</p> <p>6. Retirement and pension funds.</p> <p>7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).</p> <p>8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.</p> <p>9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.</p> <p>10. Mortgages or deeds of trust held by an applicant.</p>	<p>1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.</p> <p>2. Interest in Indian trust lands.</p> <p>3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.</p> <p>4. Equity in cooperatives in which the family lives.</p> <p>5. Assets not accessible to and that provide no income for the applicant.</p>

EXHIBIT E
HOUSEHOLD BUDGET WORKSHEET

HOMELSS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAMHOUSEHOLD BUDGET WORKSHEET

Applicant Name:

INCOME

MONTHLY INCOME	Budget
Income (See Computing Part 5 Annual Income)	
Income Eligible to be Excluded from the Amount Above (ie food stamps, WIC)	
-	
-	
-	
-	
-	
Total INCOME	-

EXPENSES

HOME EXPENSES	
Rent	
rental insurance	
Electricity	
Gas/Oil	
Water/Sewer/Trash	
Phone	
Cable/Satellite	
Internet	
Furnishings/Appliances	
Lawn/Garden	
Maintenance/Supplies	
Improvements	
Other	
Total HOME EXPENSES	-
TRANSPORTATION	
Vehicle Payments	
Auto Insurance	
Fuel	
Bus/Taxi/Train Fare	
Repairs	
Registration/License	
Other	
Total TRANSPORTATION	-
HEALTH	
Health Insurance	
Doctor/Dentist	
Medicine/Drugs	
Health Club Dues	
Life Insurance	
Veterinarian/Pet Care	
Other	
Total HEALTH	-
SUBSCRIPTIONS	
Newspaper/Magazines	Budget

LIVING	
Groceries	
Personal Supplies	
Clothing	
Cleaning	
Education/Lessons	
Dining/Eating Out	
Salon/Barber	
Other	
Other	
Total LIVING	-
ENTERTAINMENT	
Videos/DVDs	
Music	
Games	
Rentals	
Movies/Theater	
Concerts/Plays	
Books	
Hobbies	
Film/Photos	
Sports	
Outdoor Recreation	
Toys/Gadgets	
Vacation/Travel	
Other	
Total ENTERTAINMENT	-
SAVINGS	
Emergency Fund	
Transfer to Savings	
Retirement (401k, IRA)	
Investments	
Education	
Other	
Total SAVINGS	-
OBLIGATIONS	
Student Loan	
Other Loan	
Credit Cards	
Alimony/Child Support	
Federal Taxes	
State/Local Taxes	
Other	
Total OBLIGATIONS	-
MISCELLANEOUS	
Bank Fees	
Postage	
Storage Unit	

Dues/Memberships	
Other	
Total SUBSCRIPTIONS	-

Court Fee's, Fines, Tickets	
Total MISCELLANEOUS	-
Total Expenses	-

HOMELSS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM HOUSEHOLD BUDGET WORKSHEET

Applicant Name:

MONTHLY ANALYSIS	
Total Monthly Income	
Total Monthly Expenses	
Housing Relocation and Stabilization Expenses	
Funds available/(Funds Needed)	
If there are funds available no assistance is needed	
Initial assistance cannot exceed	
Schedule of Assistance	
1st Month-	
2nd Month	
3rd Month	
Total Assistance	

EXHIBIT F

LEAD-BASED HAZARD INFORMATION PAMPHLET

"PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME"



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

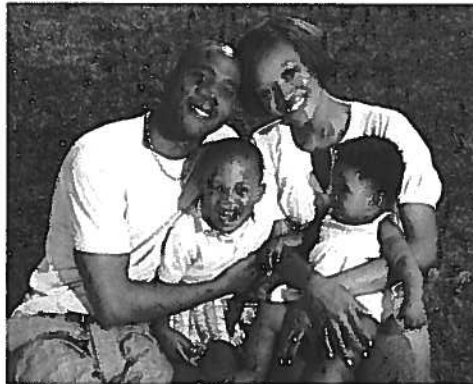
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

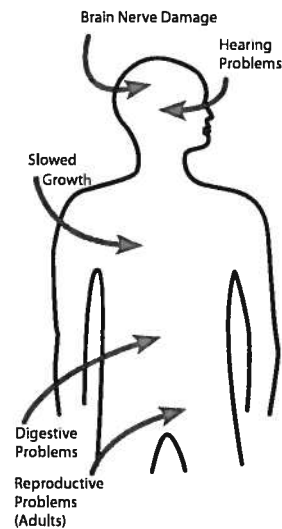
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 *Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

EXHIBIT G
HOUSING QUALITY STANDARDS (HQS)
INSPECTION CHECKLIST

Inspection Checklist

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information			
Inspected Unit		Year Constructed (yyyy)	Housing Type (check as appropriate)
Full Address (including Street, City, County, State, Zip)			<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	

Inspection Checklist						
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	____ Floor Level		
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint			<input type="checkbox"/> Not Applicable		
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	____ Floor Level		
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint			<input type="checkbox"/> Not Applicable		
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	____ Floor Level		
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint			<input type="checkbox"/> Not Applicable		
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. ☐ Yes ☐ No
Disability

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ☐
6. Is there anything else you want to tell us? (specify) Yes ☐ No ☐

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Type of Inspection	Initial	Special	Reinspection
--------------------	---------	---------	--------------

Yes ☐ No ☐

EXHIBIT H
DECLARATION OF OWNERSHIP FORM

**GARDEN GROVE HEART PROGRAM
DECLARATION OF OWNERSHIP AND AUTHORIZATION FORM**

RENTAL PROPERTY ADDRESS: _____

NOTE: The following information is required to verify ownership for release of Housing Assistance Payments (HAP). The information provided will be held in strictest confidence.

☐ **No change to owner or payee address on file.**

☐ **Change(s) to address.**

(Complete below only if you want to change information.)

I HEREBY DECLARE THAT I AM THE LEGAL OWNER OR AGENT AUTHORIZED TO SIGN AND ACT ON BEHALF OF THE RENTAL PROPERTY DESCRIBED IN THE ASSISTED LEASE.

1. Complete for the legal owner(s) of the property:

Property Owner/Principal: _____

Attention: _____

Phone No: _____

Residence Address
(Not PO Box): _____

Social Security Number OR
Tax Identification Number (TIN): _____

2. Designate a Payee and a mailing address for the Housing Assistance Payment (HAP) checks.

This payee needs to match the information completed on Form W-9. HAP will be reported to the IRS on form 1099 at the end of the year with the information listed below.

Payee Name _____

Attention: _____

Mailing Address: _____

Social Security Number OR
Tax Identification Number (TIN): _____

3. If there is a Management Company/Manager, please fill out the following:

Management Company/Manager: _____

Address: _____

Authorized Contract Signer(s): _____ Phone _____

4. Authorized Signatures:

A. Property Owner's Signature: _____ Date: _____

If a Management signature appears without a Property Owner's signature, a copy of the management authorization agreement must be attached (management compensation information may be omitted).

B. Management Signature: _____ Date: _____

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its Jurisdictions.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Adoption of Resolution of Intention to vacate the southern portion of Brady Way, Garden Grove, and setting the time and place for a public hearing. (<i>Action Item</i>)		
		Date:	8/27/2019

OBJECTIVE

To request that the City Council adopt a Resolution declaring its intention to vacate the southern portion of Brady Way and to set a date for a public hearing to vacate the portion of the street in accordance with Division 9, Part 3, Chapter 3 of the California Streets and Highways Code (§§ 8320-8325).

BACKGROUND

The City owns Brady Way south of Stanford Avenue in fee (the City has complete property ownership of the street). Brady Way was formerly part of Knott Street and is now a cul-de-sac created after CalTrans relocated Knott Street when it widened the 22 Freeway in 1966. Brady Way terminates at the 22 Freeway and is only used for street parking and access to the industrial/commercial properties located at 12777 Knott Street (Garden Room Wedding Chapel) and 12821 Knott Street (former Next Level Sports Complex).

The new owner of the former Next Level Sports Complex wishes to expand the industrial/commercial facilities and has inquired about terminating Brady Way parallel to its northern property line and acquiring that southern portion of Brady Way to facilitate expanded access and parking to support the expansion project. The portion of the street to be vacated is described in the attachments to the attached resolution.

DISCUSSION

Streets & Highways Code 8312 authorizes the City Council to vacate all or a portion

of a street within the City pursuant to Division 9, Part 3, Chapter 3 of the California Streets and Highways Code (§§ 8320-8325). Said Chapter 3 authorizes the City Council to initiate proceedings to vacate the public street when it is no longer necessary for current or prospective public street purposes. Prior to adopting a resolution vacating the street, the City Council is required to set a public hearing and provide at least 15 days notice. The attached resolution sets the public hearing for the Council's second meeting in September, on September 24, 2019. The City Clerk will publish notice of the public hearing in a newspaper of general publication in the City and the notice will be posted at three locations within the portion of the street to be vacated.

Once the portion of the street is vacated, Street and Highways Code 8356 authorizes the City to sell and convey the property to the owner of the adjacent property in cases such as this one where the street being vacated was previously part of a street that has been relocated (again, this portion of Brady Way was formerly part of Knott Street). The City is currently in negotiations with the owner of 12821 Knott Street for disposition of the vacated portion of Brady Way to add that portion of the street to their property.

As to utilities currently existing in the portion of the street to be vacated, Street and Highways Code 8340 provides that the City must reserve easements so that the utilities can continue to maintain their facilities in the vacated street. The resolution vacating the street will reserve easements to allow the utilities to continue to maintain their facilities on the portion of the street to be vacated.

Because the vacated portion of the street will continue to maintain various underground public utility easements (currently gas, storm drain, water, oil pipeline) which will limit its use to parking lot and vehicle access to the property, no major changes to its current use are foreseen or possible without the extreme expense of relocating the underground utilities. Consequently, the vacation and subsequent disposition of the subject portion of the street is exempt from CEQA under the Class 4 categorical exemption, minor alteration to land, per section 15304 of the CEQA Guidelines.

FINANCIAL IMPACT

Other than the cost of publication and posting of the public hearing notice, this action will not have an impact to the general fund. Disposition of the vacated portion of the street to the adjacent property owner will generate income to the City in an amount under negotiation.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution declaring the intention to vacate and abandon the southern portion of Brady Way south of Stanford Avenue, and setting a public hearing thereon.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution of Intention to Vacate	8/19/2019	Resolution	Resolution_of_Intention_to_Vacate_Southern_Portion_of_Brady_Way.docx
Exhibit A- Legal Description of Vacation	8/19/2019	Backup Material	Vacation_Exhibit_A-Legal_Description-sheet_1.PDF
Exhibit B- Graphic Depiction of Vacation	8/19/2019	Backup Material	Vacation_Exhibit_B-Graphic_Depiction-sheet_2.PDF

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DECLARING ITS INTENTION TO VACATE AND ABANDON THE SOUTHERN PORTION OF BRADY WAY SOUTH OF STANFORD AVENUE, AND SETTING A PUBLIC HEARING THEREON

The City Council of the City of Garden Grove hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Garden Grove ("City") owns the fee interest in the public right of way known as Brady Way, a public street commencing on Stanford Avenue to the north and terminating in a cul-de-sac at the 22 Freeway to the south; and

WHEREAS, Brady Way south of Stanford Avenue was formerly part of Knott Street and is now a cul-de-sac created after CalTrans relocated Knott Street when it widened the 22 Freeway in 1966; and

WHEREAS, the southern portion of said street adjacent to the property located at 12821 Knott Street is only used for street parking and access to 12821 Knott Street; and

WHEREAS, this street area, described in the legal description in Attachment "A" and depicted in Attachment "B" hereto, is no longer necessary for current or prospective public street purposes, or as a non-motorized transportation facility; and

WHEREAS, pursuant to Chapter 3 of Part 3 of Division 9 of the Streets and Highways Code, Sections 8320 et seq., the City Council is authorized on its own initiative to initiate proceedings for vacation of public streets that are no longer necessary for current or prospective public street purposes or as a non-motorized transportation facility; and

WHEREAS, pursuant to Streets and Highways Code Section 8312, the City Council is authorized to vacate all or a portion of a public street within the City; and

WHEREAS, on August 15, 2019, the Planning Commission of the City of Garden Grove pursuant to Government Code 65402 found that the proposed vacation of the southerly portion of Brady Way is consistent with the General Plan of the City of Garden Grove.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. It is the intention of the City Council to vacate and abandon the southerly portion of Brady Way, south of Stanford Avenue, adjacent to 12821 Knott Street,

as more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 3. It is the intention of the City Council to find that the southerly portion of Brady Way adjacent to 12821 Knott Street and described in Attachments "A" and "B" hereto is unnecessary for present or prospective public street purposes, or as a non-motorized transportation facility.

SECTION 4. It is the intention of the City Council to reserve easements for existing public utilities per Section 8340 of the Streets and Highways Code.

SECTION 5. The City Council intends to find that this vacation action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 14304 (Class 4 categorical exemption-minor alteration of land), Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical changes to the environment, directly or indirectly.

SECTION 6. The City Council hereby sets a public hearing to be held on **September 24, 2019, at 6:30 pm**, or as soon hereafter as possible, in the Council Chambers of the City Council of the City of Garden Grove located at 11300 Stanford Avenue, Garden Grove, California, 92840. At this hearing, all interested persons may introduce evidence and testimony pertaining to the proposed vacation. At the conclusion of the hearing the City Council shall determine, from all evidence submitted, whether or not the proposed vacation is in the public interest.

SECTION 7. Notice of the Public Hearing shall be published, posted, and mailed in accordance with the requirements of Street and Highways Code Sections 8320, et seq., as follows:

- (a) The City Clerk is directed to cause a copy of this Resolution to be published in a weekly newspaper, published and circulated in Garden Grove for at least two successive weeks prior to the time set herein for the public hearing.
- (b) The Director of Public Works is directed to post, or cause to be posted, notice of vacation conspicuously along the line of the portions of the street to be vacated, not more than 300 feet apart, but at least at three locations thereon.

SECTION 8. The City elects to proceed under the provisions of Chapter 3, Part 3, Division 9 (Section 8320 et seq.) of the California Streets and Highway Code.

PASSED, APPROVED, AND ADOPTED this 27th day of August 2019.

VACATION DESCRIPTION

BRADY WAY
GARDEN GROVE, CA.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDEN GROVE IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE WESTERLY 30 FEET OF BRADY WAY, FORMERLY KNOTT STREET, AS SHOWN ON THE MAP OF TRACT NO 3808 FILED IN BOOK 135, PAGES 42 AND 43 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE BELOW THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OF SAID UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, AS RESERVED IN DEED RECORDED JUNE 15, 1960 IN BOOK 5287, PAGE 22, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL B:

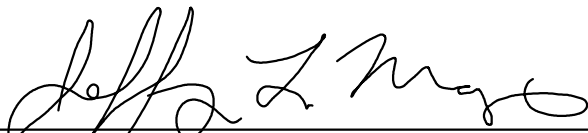
THAT PORTION OF THE EASTERLY 30 FEET OF BRADY WAY AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTH OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL B OF SAID PARCEL MAP.

EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE NORTHERLY LINE OF PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL C:

THAT PORTION OF BRADY WAY, LYING EAST OF THE CENTERLINE AS SHOWN ON THE PARCEL MAP FILED IN BOOK 38, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND DESCRIBED AS PARCEL 1 AS DELINEATED AND SHADED ON MAPS RECORDED JULY 1, 1966 IN BOOK 4 OF HIGHWAY MAPS PAGES 23, 24 AND 25, RECORDS OF ORANGE COUNTY, CALIFORNIA.

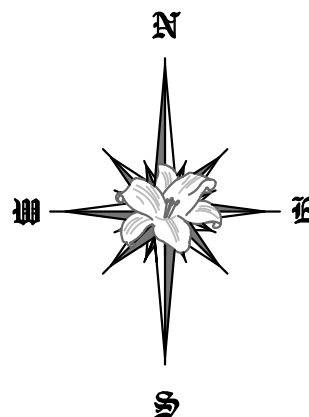
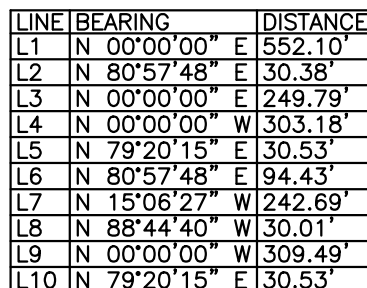
NOTE: THE DESCRIPTION ABOVE IS NOT A MATTER OF RECORD AND HAS BEEN PROVIDED SOLELY AS AN ACCOMMODATION TO FACILITATE THE CONTEMPLATED ACQUISITION OF BRADY WAY.


JEFFERY L. MAYS L.S. NO. 6379



SHEET <u>1</u> OF <u>2</u>	SCALE: 1" = 150'	JRN CIVIL ENGINEERS
	DATE: 08/07/19	
FILE NO. 18517-A	DRAWN BY: JFC	232 AVENIDA FABRICANTE, SUITE 107 SAN CLEMENTE, CALIFORNIA 92672
	CHKD. BY: JRN	(949) 248-4685 FAX (949) 248-4687

BRADY WAY
GARDEN GROVE, CA.



(949) 248-4685 FAX (949) 248-4687

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Second reading of Ordinance Date: 8/27/2019
No. 2907

Attached is Ordinance No. 2907 recommended for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2907	8/19/2019	Ordinance	2907_PUD-104- 81_86_90_(REV_2019)_parking_NOVUS.pdf

ORDINANCE NO. 2907

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING PLANNED UNIT DEVELOPMENT NO. PUD-104-81/86/90 (REV. 2019) AMENDING THE GENERAL USE AND DEVELOPMENT STANDARDS FOR PLANNED UNIT DEVELOPMENT NO. PUD-104-81/86 REV. 90 TO REDUCE THE REQUIRED MINIMUM PARKING AREA LANDSCAPE SETBACK FOR AREA III B

City Attorney Summary

This Ordinance approves a text amendment to the General Use and Development Standards for Planned Unit Development No. PUD-104-81/86 REV. 90 to reduce the minimum required parking area landscape setback from Euclid Street from twenty (20) feet to seven (7) feet within Area III B of the PUD, consisting of the property located on the west side of Euclid Street, between Emperor Quang Trung and Forbes Avenue, at 14231 to 14291 Euclid Street, Assessor's Parcel No. 099-183-03.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, on April 19, 1982, the Garden Grove City Council adopted Resolution No. 6217-82, approving Planned Unit Development No. PUD-104-81, and rezoning an approximately 54-acre parcel located at the southwest corner of Forbes Avenue and Euclid Street to PUD-104-81, subject to all of the conditions and provisions as set forth in Planning Commission Resolution No. 3226;

WHEREAS, subsequent revisions to the development guidelines of Planned Unit Development No. PUD-104-81 were made in 1984, 1986, and 1990;

WHEREAS, pursuant to Planning Commission Resolution No. 4127, the current zoning designation, PUD-104-81/86 REV. 90 was adopted;

WHEREAS, Area III B of the PUD consists of the approximately 4.396-acre parcel located between Emperor Quang Trung (formerly Business Center Parkway) and Forbes Avenue, at 14231 to 14291 Euclid Street, which is currently developed with a 47,922 square foot commercial retail center with 251 parking stalls, commonly referred to as the Euclid Retail Center;

WHEREAS, the minimum required landscape setback of the parking area from Euclid Street within Area III is currently twenty (20) feet;

WHEREAS, Bon Hoang for Westfield Construction and Development, on behalf of Phung Mai Nguyen, owner of the property containing the Euclid Retail Center, has requested approval of a text amendment to the General Use and Development Standards of Planned Unit Development No. PUD-104-81/86 (REV. 90) to reduce the required minimum landscape setback applicable to the property from twenty (20) feet to seven (7) feet, to facilitate the future redevelopment of the Euclid Retail Center by: constructing a two-story 7,250 square foot commercial retail and

office building; reconfiguring the parking area and adding 65 new parking spaces; and rehabilitating the landscaping;

WHEREAS, the uses, activities, and improvements contemplated by the proposed PUD amendment and redevelopment project are collectively referred to as the "Project";

WHEREAS, following a public hearing held on June 20, 2019, the Planning Commission adopted Resolution No. 5956-19 recommending City Council approval of Planned Unit Development No. PUD-104-81/86/90 (REV. 2019);

WHEREAS, pursuant to a legal notice, a public hearing was held by the City Council on August 13, 2019, and all interested persons were given an opportunity to be heard;

WHEREAS, the City Council gave due and careful consideration to the matter;

WHEREAS, the City Council hereby determines that the proposed Project is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et. seq.) pursuant to Section 15305 (Minor Alterations in Land Use Limitations) and Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines (14 Cal. Code Regs., Sections 15305 and 15303); and

WHEREAS, the City Council hereby incorporates by reference the findings and reasons set forth in Planning Commission Resolution No. 5956-19, and makes the following findings regarding Planned Unit Development No. PUD-104-81/86/90 (REV. 2019):

A. The parking area landscape setback along Euclid Street proposed pursuant to the PUD amendment is compatible with the character of existing development in the vicinity, and will be well integrated into its setting.

B. The amended plan will produce a stable and desirable environment, and will not cause undue traffic congestion on surrounding streets.

C. Provision is made for both public and private open spaces.

D. Provision is made for the protection and maintenance of private areas reserved for common use.

E. The quality of the Project achieved through the proposed amendment to the existing planned unit development zoning is greater than could be achieved through traditional zoning.

F. The amendment to the PUD is internally consistent with the goals, objectives, and elements of the General Plan.

G. The amendment to the PUD will promote the public interest, health, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1: The above recitals are true and correct.

SECTION 2: Planned Unit Development No. PUD-104-81/86/90 (REV. 2019) is hereby approved pursuant to the findings set forth herein and the facts and reasons stated in Planning Commission Resolution No. 5956-19, a copy of which is on file in the Office of the City Clerk, and which is incorporated herein by reference with the same force and effect as if set forth in full.

SECTION 3: Subparagraph (a) of Paragraph 1 (Setbacks from Streets), of Subsection C (Setbacks), of Section II (General Use and Development Standards), applicable to Planned Unit Development PUD-104-81/86 REV. 90, as set forth in the attachment to Planning Commission Resolution No. 4127, adopted November 8, 1990, is hereby amended to read as follows (additions shown in ***bold/italics***; deletions shown in ~~strikethrough~~):

"C. Setbacks

All setbacks will be measured from the property line. For the purpose of these supplemental regulations, a street side property line is that line created by the ultimate right-of-way of the frontage street.

1) Setbacks from Streets

The following setbacks shall be maintained from designated streets.

a. Euclid and Hazard

- Buildings shall be set back a minimum of forty (40) feet.
- Parking shall be set back a minimum of twenty (20) feet, ***except in in Area III B.***
- Parking shall be set back a minimum of seven (7) feet ~~for the property located at 14291-14321 Euclid Street~~ ***in Area III B, located between Emperor Quang Trung (formerly Business Center Parkway) and Forbes Avenue.***

SECTION 4: Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 5: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

DEPUTY CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, LIZABETH VASQUEZ, Deputy City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on August 13, 2019, with a vote as follows:

AYES:	COUNCIL MEMBERS: (7)	BRIETIGAM, O'NEILL, NGUYEN T., BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS: (0)	NONE
ABSENT:	COUNCIL MEMBERS: (0)	NONE

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Second reading of Ordinance No. 2908 Date: 8/27/2019

Attached is Ordinance No. 2908 recommended for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2908	8/19/2019	Ordinance	2908_MC_8.60_Alarm_Systems_NOVUS.pdf

ORDINANCE NO. 2908

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AMENDING CHAPTER 8.60 OF TITLE 8 OF THE GARDEN GROVE MUNICIPAL CODE
RELATING TO ALARM SYSTEMS

City Attorney Summary

This Ordinance amends and updates the City's regulations governing the use of burglary and panic/robbery alarm systems.

WHEREAS, Chapter 8.60 of the Garden Grove Municipal Code sets forth regulations governing the use of burglary and robbery alarms in the City of Garden Grove, requiring permits for such alarm systems, authorizing the imposition of fees, and providing penalty for violations;

WHEREAS, Chapter 8.60 has not been substantively amended since it was adopted in 1983; and

WHEREAS, the City desires to update its regulations governing burglary and robbery alarm systems to reflect current practices, technology and industry standards.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has not potential for resulting in physical change to the environment, directly or indirectly.

SECTION 2: Chapter 8.60 of Title 8 of the Garden Grove Municipal Code, entitled "Alarm Systems," is hereby amended and restated in its entirety as set forth in Attachment "A" hereto. The date this Ordinance takes effect shall be inserted in Section 8.60.070 (Alarm System Standards) where indicated in Attachment "A".

SECTION 3: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 4: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

DEPUTY CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, LIZABETH VASQUEZ, Deputy City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on August 13, 2019, with a vote as follows:

AYES:	COUNCIL MEMBERS: (7)	BRIETIGAM, O'NEILL, NGUYEN T., BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS: (0)	NONE
ABSENT:	COUNCIL MEMBERS: (0)	NONE

ATTACHMENT "A"

CHAPTER 8.60 ALARM SYSTEMS

Sections:

8.60.001	Purpose
8.60.010	Definitions
8.60.015	Duties of the Alarm Company
8.60.020	Business License Required for Alarm Companies
8.60.030	Alarm Agent – Registration Required in Possession
8.60.040	Subscriber's (Alarm User's) Permit Required
8.60.050	Permit Procedures – Fee
8.60.060	Notice of Changes
8.60.070	Alarm System Standards
8.60.080	Alarm System User Regulations
8.60.090	Audible Alarm Requirements
8.60.100	Exemptions
8.60.110	Prohibitions
8.60.120	Placement of Alarm System on Non-Response Status
8.60.130	Limitation of Liability
8.60.140	False and Non-Permitted Alarm Fees and Penalties
8.60.145	Alarm User Awareness Class
8.60.150	Permit Revocation
8.60.155	Appeal to City Manager
8.60.160	Confidentiality
8.60.165	Reserved
8.60.170	Right of Entry
8.60.175	Administration
8.60.180	Misdemeanor Complaints
8.60.185	Violation of Chapter
8.60.190	Re-Issuance of Alarm Permit

8.60.001: Purpose

The purpose of this Chapter is to set forth regulations governing the use of burglary and panic/robbery alarms, require permits thereof, establish fees and provide penalty for violations. The City finds and determines that the regulation of alarm systems and the control of false alarms is necessary to promote the health, welfare and safety of the people, in that some of the public are using alarm systems which either mechanically malfunction or are not operated properly by their users, causing an increase in false alarm reports, and thereby creating a hazard to the safety of peace officers and the public in general.

8.60.010: Definitions

For the purpose of this Chapter, the following definitions shall apply:

"Alarm agent" means any person who is self-employed or employed either directly or indirectly by an alarm business, and whose duties include any of the following: selling and maintaining, leasing, servicing, repairing, altering, replacing, moving or installing an alarm system in or on any building, place or premises.

"Alarm business" or "alarm company" means any person conducting or engaging in the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, removing, installing or monitoring an alarm system in or on any building, place or premises.

"Alarm system" is a device or connected devices designed for (1) the detection of, or the alerting of others to, an unauthorized entry on any premises, or (2) the alerting of others to a robbery in progress or other life threatening or emergency situation; and which, when activated, emits a sound or transmits a signal to indicate that an emergency situation exists, and to which police are expected to respond. Alarm system shall include a device or devices for video surveillance of any premises which is either monitored by an alarm business or which is designed to alert the alarm user of a possible unauthorized entry on the premises.

"Alarm user" means any person owning, leasing or operating an alarm system, or on whose property or premises an alarm system is maintained for the protection of such property or premises

"Alarm User Awareness Class" means a class conducted for the purpose of educating alarm users about the responsible use, operation and maintenance of alarm systems and the problems caused by false alarms.

"Applicant" means a person or proposed permittee who has made request for permission to use an alarm system under the conditions specified in this Chapter.

"Audible alarm" is an alarm system which, when activated, generates an audible sound on the premises.

"Burglary" means unlawful entry into any building with the intent of committing a theft or felony.

"Business" means any nonresidential use.

"Chief of Police" means the Chief of Police of the Garden Grove Police Department or his or her designee.

"Direct dial telephone device" (automatic dialing device) is any device which is interconnected to a voice grade telephone line and is programmed to select a predetermined telephone number, and which transmits by prerecorded voice

message or code signal an emergency message indicating a need for emergency response.

"False alarm" means the activation of an alarm system when an emergency situation, for which the alarm system was designed, does not exist, and to which the Police Department responds. "False alarm" shall not include activation of an alarm system due to external causes beyond the control of the user or subscriber of the alarm system.

"Non-response status" means the category in which an alarm system is placed as a result of specified violations of this Chapter pursuant to which the police department will not respond to alarm activations, other than Panic Alarm activations.

"Notice" means written notice, served personally, mailed, postage prepaid, addressed to the person to be notified at his last known address, or transmitted by electronic mail to the email address of a person who has consented to receive notice at such email address in conjunction with an alarm permit application or otherwise. Service of such notice shall be deemed effected upon completion of personal service, upon deposit of such notice in the United States mail, or upon transmittal of such notice by electronic mail.

"Panic Alarm" means an audible or silent Alarm System signal generated by the manual activation of a device to signal a life threatening or emergency situation requiring law enforcement response such as a robbery or home invasion robbery.

"Permittee" means any person who shall be granted a permit, as provided in this Chapter, and his or its agents and representatives.

"Person" means any individual, partnership, corporation, limited liability company, or other entity.

"Protected premises" means a business or residence in which an alarm system is installed or attached.

"Residence" means a premises used as a dwelling unit, including, without limitation, a single-family dwelling, apartment, condominium, or lodginghouse.

"Robbery" is the felonious taking of personal property in the possession of another, from his person or immediate presence, and against his will, accomplished by means of force or fear.

"SIA Control Panel Standard CP-01" means the American National Standard Institute (ANSI) approved Security Industry Association (SIA) CP-01 Control Panel Standard as may be updated from time to time, that details recommended design features for security systems control panels and their associated arming and disarming devices to reduce false alarms.

"Standards, regulations, requirements, and duties" means the minimum standards of performance for alarm systems installed within the city, as set forth in this Chapter. All devices to be installed under permit issued pursuant to this Chapter shall conform to such performance standards and regulations. The Chief of Police may require inspection and approval of all alarm systems installed within the City.

"Subscriber" means any person who purchases, leases, contracts for or otherwise obtains an alarm system or for the servicing or maintenance of an alarm system from an alarm business.

"User" means any person who obtains, possesses, leases or has installed an alarm system on any premises, whether business or residence.

"Verify" means an attempt by the alarm company to determine whether a burglary alarm signal is valid before requesting law enforcement dispatch by: (1) having an alarm company representative personally verify that the alarm is valid; (2) contacting the alarm site and/or alarm user by telephone, whether or not actual contact with a person is made; or (3) verifying by electronic means. Telephone verification shall require at a minimum that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves, to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch. Electronic verification shall require verification of a crime by video and/or audible means.

8.60.015: Duties of the Alarm Company

- A. Prior to making an alarm system operable, the alarm company shall provide instructions explaining the proper operation of the alarm system to the alarm user and written information of how to obtain service from the alarm company for the alarm system.
- B. Prior to contacting the Garden Grove Police Department and requesting that the police respond to an alarm system activation, an alarm company shall attempt to verify that the burglary alarm signal is not a false alarm.
- C. An alarm company requesting that the police respond to an alarm system activation shall provide the Garden Grove Police Department with available information about the location and nature of the alarm.
- D. An alarm company shall immediately contact the Garden Grove Police Department to cancel a police response following a determination that response is unnecessary.
- E. An alarm company shall provide a list of new and cancelled alarm sites in the format required by the City every thirty (30) days or upon request by the City.

8.60.020: Business License Required for Alarm Companies

- A. It is unlawful for any person, to own, manage, conduct or carry on an alarm business that services, installs, monitors or responds to alarm systems at the protected premises within the City without first obtaining a City of Garden Grove business license and providing the following information at the time of submitting a business license application:
1. Name of business, and if a corporation, limited liability company or limited partnership, its name, date and place of incorporation or registration with the California Secretary of State and address of its principal place of business, together with the name and business telephone number of the owner or manager and a twenty-four-hour emergency contact number; and
 2. The Alarm Company Operator number and an alarm company qualified manager's (ACQM) phone number.

8.60.030: Alarm Agent - Registration Required in Possession

Any person acting as or performing the duties of an alarm agent within the city shall carry on his or her person at all times while so engaged a valid registration card issued to him or her by the State Director of Consumer Affairs pursuant to the provisions of Section 7514(g) of the California Business and Professions Code, or any successor statute, and shall display such card to any officer or agent of the City upon request.

8.60.040 Subscriber's (Alarm User's) Permit Required

- A. No person shall operate or cause to be operated an alarm system on any premises for more than ten (10) days after the date of installation without first applying for, and thereafter obtaining and maintaining, an alarm permit therefor in accordance with the provisions of this Chapter.
- B. No alarm permit issued under the provisions of this Chapter shall be assignable or transferable.
- C. Alarm permits issued under the provisions of this Chapter are issued as follows:
1. For businesses, for one (1) calendar year from January 1 to December 31, or from the date after January 1 that the application is submitted and approved to December 31 of the same year.

2. For residences, for three (3) calendar years from January 1 of the first year to December 31 of the third year, or from the date after January 1 of the first year that the application is submitted and approved to December 31 of the third year.

The alarm permit application fee will not be prorated based on the date of application.

- D. A separate alarm permit shall be required for each separate premises or address at which an alarm system is used or installed.
- E. A new alarm permit shall be required for a business whenever there is a change in the business's name, ownership, or location.
- F. For an alarm system installed at a residence, a new alarm permit shall be required whenever the name or identity of the alarm user or subscriber changes, including, but not limited to, where there is a change in ownership of the residence. When there is any change in occupants of a residence with an alarm system who are listed as emergency contacts on the permit application, the holder of the alarm permit shall update the information submitted to the City on his or her application as required under Section 8.60.060.

8.60.050 Permit Procedures – Fee

- A. Applications for permits required under this Chapter shall be filed, together with payment of the alarm permit application fee established by resolution of the City Council, on forms furnished by the Police Department. The application shall include, at a minimum, the following information:
 1. The address of the premises where the alarm system is to be located;
 2. The name, physical address, mailing address and telephone number of the alarm permit applicant;
 3. The name and telephone number of a second person who may be contacted in case of an emergency;
 4. The name and telephone number of the person or alarm business who will render service or repairs to the alarm system during any hour of the day or night; and
 5. The name, address, and telephone number of the alarm company.
- B. It shall be the responsibility of the permittee to apply for renewal of the permit and pay the alarm permit application fee at least ten (10) days prior to the expiration of any existing permit.

8.60.060: Notice of Changes

Whenever any change occurs relating to any information as required on the permit application form, the applicant or permittee shall give written or electronic notice thereof to the Chief of Police or designee within a reasonable time not to exceed twenty (20) days after such change.

8.60.070: Alarm System Standards

All alarm systems and appurtenant equipment installed on any premises after *[INSERT EFFECTIVE DATE OF ORDINANCE]* shall meet or exceed SIA Control Panel Standard CP-01 or its equivalent. The City reserves the right to inspect all alarm systems subject to all applicable laws, including Code of Civil Procedure Section 1822.50 et seq.

8.60.080: Alarm System User Regulations

- A. Repairs. When any false alarm caused by a malfunction of an alarm system has occurred, the permittee shall cause the alarm system to be repaired to eliminate the malfunction. The alarm system shall be put on "test" status until the required service or repairs have been completed.
- B. Power Supply. Alarm systems shall be supplied with an uninterruptible power supply in such manner that the failure or interruption of normal utility electricity will not activate the alarm system. The power supply must be capable of at least four (4) hours of operation.
- C. Direct Dial Telephone Devices. No person shall install, operate or maintain any alarm system that directly dials any telephone number of the police department, other than a number expressly designated for that purpose.
- D. Panic Alarm. No person shall activate a manual panic alarm unless the person who activates the alarm has a good faith belief, at the time the person activated the alarm, that a crime, attempted crime, or other emergency at the protected premises or protected property that requires law enforcement response is occurring, is about to occur, or has just occurred.
- E. Knowledge of Alarm System. An alarm user shall be knowledgeable of how to use his or her alarm system and be able to communicate with the alarm company upon activation in an effort to cancel false alarms and without delay schedule necessary follow-up service for their alarm system.

8.60.090 Audible Alarm Requirements

Audible residential alarms shall be equipped with an automatic shut-off mechanism capable of terminating the audible annunciator after activation within a maximum of fifteen (15) minutes. Audible business or commercial alarm systems shall be equipped with an automatic shut-off mechanism capable of terminating the audible annunciator after activation within a maximum of thirty (30) minutes.

8.60.100 Exemptions

The provisions of this Chapter are not applicable to:

1. Alarm systems installed on property owned, leased, or controlled by municipal, county, state, or federal government agencies or special districts, provided the property is being used for governmental purposes and is not leased or licensed to a third-party for non-governmental use; or
2. Audible alarm systems affixed to motor vehicles.

8.60.110 Prohibitions

It is unlawful to install or use an alarm system which, when activated, emits a sound similar to sirens for emergency vehicles or those used for civil defense purposes.

8.60.120: Placement of Alarm System on Non-Response Status

- A. In addition to any other remedies available to the City for violation of any provisions of this Chapter, following reasonable notice to the alarm user, the Chief of Police is authorized to place any silent or audible alarm system on non-response status if he or she determines that:
 1. The alarm system has activated seven (7) or more burglary false alarms within any consecutive three hundred sixty-five (365) day period;
 2. Immediately following an alarm activation, the alarm user or his designated representative has failed to respond in person to the subject premises within one (1) hour of a request for access to the protected premises, upon request to do so by a police officer or a public safety dispatcher who deems a response is necessary to insure the security of the premises or person(s) where the alarm system is installed; or

3. The alarm user has failed to pay any false alarm prevention fee or administrative citation imposed or issued to such user for any violation of this Chapter within the required time.
- B. The Chief of Police shall not place an alarm system on non-response status solely on the basis that an alarm permit has not been obtained.
- C. Should the Chief of Police place the alarm system on non-response status pursuant to this section, notice shall be given by certified mail, postage prepaid, to the permittee and/or alarm user specifying that the Police Department intends to place the location on non-response status and will no longer respond to alarm calls at that location, other than Panic Alarms, until the permittee has taken steps to eliminate or correct the problem(s), has documented the corrective action in writing to the Chief of Police, and has paid all outstanding assessed fees and/or fines.
- D. Upon request of the alarm user or subscriber, the Chief of Police shall remove the alarm system location from non-response status if the Chief of Police determines, in his or her reasonable discretion, (1) that the alarm user has taken reasonable necessary corrective action to remedy or prevent the issues that resulted in placement of the alarm system on non-response status, including, but not limited to, correction of any mechanical problems or defects with the alarm system, replacement of the alarm system with a new alarm system, and/or attendance of one or more False Alarm Prevention Classes, and (2) that all outstanding assessed fees and fines have been paid.

8.60.130: Limitation of Liability

The City is under no obligation or duty to any permittee or any other person by reason of any provision of this Chapter, or the exercise of any privilege of any permittee hereunder, including any delay in transmitting an alarm message to any emergency unit or damage caused by delay in responding, or not responding, to any alarm by any City officer, employee or agent. Issuance of an alarm permit by the City is not intended to, nor will it, create a contract, duty or obligation, either express or implied, of police response. Any liability and consequential damage resulting from the failure to respond to an alarm is hereby disclaimed and governmental immunity as provided by law is retained.

8.60.140 False and Non-Permitted Alarm Fees and Penalties

- A. Disconnection of Alarm System. When emergency messages, signals or notices are received by the Police Department, which evidence a failure to comply with the requirements of this Chapter, or a permit issued hereunder, the Chief of Police is authorized to direct that the user or subscriber of the alarm system initiating such alarms, messages, signals, or notices to disconnect the alarm

system until it is made to comply with such requirements. Failure by any person to disconnect an alarm system when directed to do so by the Chief of Police shall constitute a violation of this Section and shall subject such person to criminal and/or administrative citations pursuant to the provisions of this Code.

B. Fees and Penalties for False and Non-Permitted Alarms.

1. The user or subscriber of any alarm system which has caused any signal, message, or alarm to be transmitted to the Police Department, either by telephone or other communication, or by communication from an alarm agent, or an alarm business, or by a person responding to an alarm, and which is determined by the Chief of Police, in his or her reasonable discretion, to be a false alarm, shall be in violation of this Section and shall pay a false alarm prevention fee in an amount established by resolution of the City Council to offset the cost of personnel, equipment, supplies, and administrative costs incurred by the City in responding to the false alarm and administering this Chapter. The user or subscriber of a burglary alarm system for which there exists a current and valid alarm permit shall only be subject to a false alarm prevention fee for a false alarm if such alarm system has generated two (2) or more false alarms within the prior consecutive three hundred sixty-five (365) day period. The user or subscriber of an alarm system for which a current and valid alarm permit has not been obtained and maintained shall be subject to a false alarm prevention fee upon the occurrence of each false alarm.
2. In addition to the payment of applicable false alarm prevention fees, an alarm user or subscriber shall be subject to issuance of an administrative citation pursuant to Chapter 1.22 of this Code (a) for each false alarm in excess of seven (7) false alarms within consecutive three hundred sixty-five (365) day period, or (b) for each activation of an alarm system, whether false or valid, for which a current and valid permit has not been obtained and maintained.
3. Repeated false alarms from the same alarm system may also result in placement of the alarm system on non-response status pursuant to Section 8.60.120 and/or revocation of a user's alarm permit pursuant to Section 8.60.150.

8.60.145: Alarm User Awareness Class

The Chief of Police will oversee creation and implementation of an Alarm User Awareness Class to educate alarm users about the problems and expense created by excessive false alarms and provide instruction in the proper use and maintenance of alarm systems, protocol for false alarms, and advice on how to reduce false alarms.

Such an Alarm User Awareness Class may be offered in person or online, as determined by the Chief of Police in his or her discretion.

- A. An alarm user may attend any established Alarm User Awareness Class designated by the Chief of Police.
- B. Each alarm user who attends an Alarm User Awareness Class shall be responsible for paying all provider fees associated with the program.
- C. An alarm user who successfully completes an Alarm User Awareness Class shall receive a certificate. The certificate may be used in lieu of one (1) payment for one (1) false alarm prevention fee due as a result of a violation of Section 8.60.140, provided that the certificate is submitted within one (1) year of its issuance. No more than one (1) alarm user per premises or property may use a certificate in lieu of payment of a false alarm prevention fee within a one (1) year period.
- D. An alarm user who receives a certificate for successfully completing an Alarm User Awareness Class provided pursuant to this section is not eligible to receive another such certificate for a period of one (1) year.

8.60.150 Permit Revocation

- A. In addition to any other remedies available to the City for violation of any provisions of this Chapter, following reasonable notice to the alarm user, the Chief of Police is authorized to revoke a previously issued alarm permit if he or she determines that:
 - 1. The alarm user, or his/her employee(s) or agent(s), has knowingly made any false, misleading, or fraudulent statement of a material fact to the Police Department in the permit application or renewal process;
 - 2. Any of the circumstances justifying placement of the alarm system on non-response status pursuant to Section 8.60.120 exist;
 - 3. The alarm user has failed to pay any fees or administrative fines imposed on such user for any violation of this Chapter within the required time; or
 - 4. The alarm user is otherwise in violation of any of the provisions of this Chapter.
- B. When an alarm permit is proposed to be revoked, the Chief of Police shall give the permittee at least fifteen (15) days written notice of his or her intention to do so, and the basis for the proposed revocation. A copy of said written notice shall also be provided to the alarm company at the address provided on the

permit application filed pursuant to Section 8.60.050. Upon failure of the user and/or permittee, within fifteen (15) days of the date of the written notice, to (1) to provide written proof satisfactory to the Chief of Police that the issues or violations serving as the bases for the proposed revocation have been corrected, or (2) to file an appeal to the City Manager pursuant to Section 8.60.155, the permit shall be revoked at the expiration of such fifteen-day period, and the alarm shall not be used until a new permit has been issued pursuant to Section 8.60.190.

8.60.155 Appeal to City Manager

- A. If any user or permittee is aggrieved by any action of the Chief of Police pursuant to the provisions of this Chapter, such person may appeal to the City Manager, or his or her designee, by filing with the City Clerk, a notice of appeal fully setting forth the facts and circumstances regarding the action or determination of the Chief of Police which is the subject of the appeal.
- B. This notice of appeal shall be filed not later than fifteen (15) days after service of a notice of the decision which is to be appealed. Where an appeal has been timely filed with the City Clerk, an order of revocation or any other decision of the Chief of Police pursuant to this Chapter shall be stayed pending a determination of the appeal by the City Manager or his/her designee. The permittee shall be allowed to continue to use the alarm system until the appeal process has been exhausted. The order of revocation shall be effective from its initial date of issuance if the City Manager or his or her designee upholds the revocation decision.
- C. The City Manager or his or her designee shall set a time and place to conduct the appeal hearing and provide notice of such to the appellant at least ten (10) days prior to the hearing. The hearing need not be conducted according to technical judicial rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely upon. A copy of the document or instrument providing notice of violation or of the action or determination of the Chief of Police which is the subject of the appeal shall be admitted into evidence as prima facie evidence of the facts stated therein. The decision of the City Manager or his or her designee shall be final.
- D. Failure to timely file a notice of appeal with the City Clerk within fifteen (15) days of the Chief of Police's decision shall constitute a waiver of the appellant's rights to an appeal hearing. If no appeal is filed, the revocation, or other decision of the Chief of Police pursuant to this Chapter shall become final and effective.
- E. All alarm permit application fees paid by permittee shall be forfeited in the event of revocation.

8.60.160: Confidentiality

Except as otherwise required by law, information furnished and secured pursuant to this Chapter shall be confidential in character and shall not be subject to public inspection, and shall be kept so that the contents thereof shall not be known except to persons charged with the administration of this Chapter.

8.60.165: Reserved

8.60.170: Right of Entry

The Chief of Police and his or her designee are authorized to enter upon any property in the city upon which an alarm system has been installed for the purpose of inspection. If permission to enter upon any such property for purposes of inspection is refused, the Chief of Police or his or her designee shall apply to a judge for a warrant authorizing entry upon such property to perform any such inspection.

8.60.175: Administration

The Chief of Police is directed to administer the provisions of this Chapter. The Chief of Police shall have the power and authority to promulgate rules, regulations, and requirements consistent with the provisions of this Chapter and may designate an employee or employees of his or her department to make decisions, investigate, or take any other action permitted or required under this Chapter.

8.60.180 Misdemeanor Complaints

- A. In addition to any administrative, civil, or other fees, fines and/or penalties provided under this Code and/or state law, the operation and activation of any alarm system subsequent to notification of the provisions of this Chapter, and failure to obtain and maintain the permit therefore as required by this Chapter, shall constitute a misdemeanor pursuant to Section 1.04.010 of this Code.
- B. In addition to any administrative, civil, or other fees, fines and/or penalties provided under this Code and/or state law, the operation and activation of any alarm system subsequent to the revocation of an alarm system permit previously issued for such system shall constitute a misdemeanor pursuant to Section 1.04.010 of this Code.

8.60.185: Violation of Chapter

- A. If any section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase or portions thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions might be declared invalid or unconstitutional.
- B. Neither adoption of the ordinance codified in this Chapter nor the repeal hereby of any ordinance shall in any manner affect the prosecution for violation of ordinances, where such violations were committed prior to the effective date of the ordinance codified in this Chapter; nor be construed as affecting any of the provisions of such ordinance relating to the collection of any such license or penalty or the penal provisions applicable to any violation thereof, nor to affect the validity of any bond or cash deposit in lieu thereof, required to be posted, filed or deposited pursuant to any ordinance, and all rights and obligations thereunder appertaining shall continue in full force and effect.
- C. The provisions of this Chapter, insofar as they are substantially the same as existing provisions of this Code relating to the same subject matter, shall be construed as restatements and configurations and not as new enactments.

8.60.190 Re-Issuance of Alarm Permit

- A. After revocation of an alarm permit, or in the case of an alarm system for which a permit has not been obtained that has been placed on non-response status, no new alarm permit shall be issued for the premises until the following requirements are satisfied:
 - 1. Written proof of correction is provided to the Chief of Police;
 - 2. All false alarm fees and/or administrative citations imposed or issued to such user for any violation of this chapter have been satisfied;
 - 3. The alarm system is determined, in the sole discretion of the Chief of Police, to be in an acceptable working order; and
 - 4. A new alarm permit application and the alarm permit application fee are submitted to the City.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Update on options to manage coyotes citywide, including consideration of a proposed Coyote Management Plan.
(Action Item) Date: 8/27/2019

OBJECTIVE

To provide the City Council with an update on options to manage coyotes citywide, including consideration of a proposed Coyote Management Plan.

BACKGROUND

Coyotes are native to Southern California and have adapted well to urbanization. In Garden Grove, Staff noticed a significant increase in coyote sightings upon completion of the SR 22 widening project in 2007. The project removed the fully established landscaping areas adjacent to the 22 highway to add additional traffic lanes. The coyotes then migrated into the residential areas in Garden Grove. Residents on the west side of the City reported incidences of coyotes attacking pets and numerous sightings. The City responded by holding a special City Council meeting on October 16, 2013. The meeting authorized staff to enter into a contract for coyote abatement at that time, in conjunction with a proactive coyote awareness education program.

DISCUSSION

The State of California Department of Fish and Wildlife (CDFW) recommends a number of best management practices to help keep coyotes out of neighborhoods and ensure public safety. These practices are as follows:

- Never feed or attempt to tame coyotes. The result may be deadly conflicts with pets or livestock, or serious injuries to small children.
- Do not leave small children or pets outside unattended.
- Install motion-sensitive lighting around the house.
- Trim ground-level shrubbery to reduce hiding places.
- Be aware that coyotes are more active in the spring, when feeding and protecting their young.

- If followed by a coyote, make loud noises. If this fails, throw rocks in the animal's direction.
- If a coyote attacks a person, immediately contact the nearest Department of Fish and Wildlife or law enforcement office.

Coyotes primarily hunt small animals such as rodents and rabbits for food but will take advantage of whatever is available including garbage and pet food. Therefore, the following additional guidance is recommended by the CDFW:

- Put garbage in tightly closed containers that cannot be tipped over.
- Remove sources of water, especially in dry climates.
- Bring pets in at night, and do not leave pet food outside.
- Avoid using bird feeders as they attract rodents and other coyote prey.
- Provide secure enclosures for rabbits, poultry and other livestock.
- Pick up fallen fruit and cover compost piles.
- Ask your neighbors to follow these tips.

The City maintains a proactive public education campaign to promote safety and help keep coyotes out of neighborhoods. This includes an informational web page, safety and prevention information in water bills and other City publications, periodic coyote awareness community meetings, and maintenance of a coyote reporting hotline and mobile app. The hotline and mobile app are important because they allow animal care staff to monitor and react to coyote activity and locations within the City.

Effective monitoring relies on the efforts of the community to report the location and types of coyote activity. This is best accomplished with input from both residents and city staff. **Coyote sightings or incidents can be reported by using the Garden Grove City App or by calling the City's coyote reporting hotline at 714-741-5286. Reports on Facebook, Nextdoor, Instagram and other social media sites are not always monitored and picked up by City staff. When reporting, it is most effective if the reporting party can provide locations or areas of increased activity, the number of coyotes observed, and the type of incident.** Nevertheless, even when residents substantially comply with the best management practices and report coyote activity, various rodents, rabbits and other wild animals will still remain, which support coyotes living in the community.

In response to the rise of more aggressive coyote activity in Garden Grove neighborhoods, City staff researched responses from surrounding communities, reviewed existing Coyote Management Plans, and researched coyote ecology to better understand and to create a proposed plan for Garden Grove. The attached proposed Plan enables the City to manage the increased presence of coyotes with an emphasis on education, hazing, and lastly consideration of lethal means of removal only when the safety of the public is at risk.

The intent of the plan is to have a document that can be used to help inform the public and to provide guidance for residents and City staff in dealing with coyotes in Garden Grove. Guidelines and provisions of this plan do not supersede federal, state and county regulations and policies.

FINANCIAL IMPACT

Funds for implementation of the proposed Coyote Management Plan can be absorbed withing the current Public Works budget.

RECOMMENDATION

It is recommended that the City Council consider this report and adopt the attached Coyote Management Plan.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proposed Coyote Management Plan	8/22/2019	Cover Memo	Proposed_GG_Coyote_Plan_2019.pdf

City of Garden Grove

Coyote Management Plan



City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
www.ggcity.org

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Executive Summary

In response to the rise of more aggressive coyote activity in neighborhoods, City staff researched responses from surrounding communities, reviewed existing Coyote Management Plans, and researched coyote ecology to better understand and to create an appropriate plan for Garden Grove. This Plan enables the City to manage the amplified presence of coyotes with an emphasis on education, hazing, and lastly consider employing lethal means of removal only when the safety of the public is at risk.

The intent of this plan is to have a document that can be used to help inform the public and to provide guidance for residents and City staff in dealing with coyotes in Garden Grove. Guidelines and provisions of this plan do not supersede federal, state and county regulations and policies. Furthermore, the provisions of this plan do not apply to Garden Grove residents, businesses or homeowner associations in pursuit of their legal rights in dealing with coyotes.

Coyotes and the Law

According to State laws, coyotes are considered “non-game wildlife;” therefore any resident or homeowner association Board of Directors can initiate, at their own expense, action to protect themselves and their property from coyote attacks. However, Proposition 4, passed by California voters in 1998, prohibits leg-hold traps statewide and severely restricts use of other body gripping traps. **NO PRIVATE INDIVIDUAL IS AUTHORIZED TO DISCHARGE A FIREARM WITHIN THE CITY OF GARDEN GROVE.**

If a resident is concerned with coyotes in their area, the City recommends following the guidelines in this plan and other handout material in decreasing attractants and increasing pet safety in order to help shape coyote behavior to avoid human contact. A resident may contact the City’s Animal Care Division at (714) 741-5565 if they have any questions or wish to report an aggressive coyote. Residents may report coyote sightings to the City's coyote hotline number at (714) 741-5286. Please indicate the date, time, and location of sightings.

Management Strategy

City strategy for managing coyotes is based on balancing respect and protection for wildlife and their habitats without compromising public safety. The main strategy is comprised of a three-pronged approach consisting of:

- Public education designed to raise awareness of the presence and dangers of coyotes and the reality of continued co-existence with coyotes.
- Enforcement of laws and regulations prohibiting the feeding of wildlife.
- Ensuring public safety by implementing appropriate tiered responses to coyotes and their interactions with human and their pets. This plan requires active participation on the part of the entire community including residents, homeowners associations, volunteers and City personnel.

Education

Education is the key to having residents make appropriate decisions regarding their safety or managing their property and pets. Education will involve city staff and or volunteer groups visiting properties to talk with residents and the distribution of written materials and handouts that will also be available at City facilities. The goal of education is to decrease attractants, increase pet safety, and provide tips for safe situational hazing and creating reasonable expectations of normal coyote behavior.

It should be noted that there is new research being performed by the National Parks Service in Los Angeles that is identifying that not all coyotes are traveling from open spaces into urban areas. Instead, they are discovering that the urban coyotes may always live within the urban setting and adjust their behavior around the urban activities, which underscores the need for and benefits of creating and implementing this plan.

Enforcement

The act of feeding wildlife is known to lead to an increase in wildlife activity. Feeding can attract coyotes and their prey to an area leading to an increased likelihood of creating a habituated coyote(s) resulting in increases in coyote and human interactions. The Garden Grove Municipal Code prohibits feeding feral animals and wildlife. City of Garden Grove Animal Care Officers will strictly enforce the Garden Grove Municipal Code, pertaining to this activity.

Response Plan

A detailed tiered response plan has been developed to provide a mechanism for identifying and classifying different levels of human and coyote interactions. Definitions of coyote encounters are listed in Appendix A, and Appendix B provides a chart detailing coyote behavior, behavior classification and recommended responses.

Coyote Management Plan

Goals

The goal of this Management Plan is to provide practical advice and response protocol to minimize conflicts between humans, their pets and urban coyotes using education, behavior modification and development of a tiered response to aggressive coyote behavior. The tiered response requires active participation on the part of the entire community including residents, homeowners associations, volunteers and city personnel.

This Management Plan is based on research and best-known management practices and includes a full spectrum of management tools. Basic principles that guide this plan are based on the following:

1. Human safety is a priority in managing wildlife/human conflicts that pose a danger to people.
2. Urban wildlife is valued for biological diversity, as members of natural ecosystems, and reminders of larger global conservation issues.
3. Urban wildlife and wildlife habitats are important to Garden Grove residents. Although urban environments are more favorable to some species than others, coexistence is the foundation of the city's general wildlife management programs.
4. Preventive practices such as, reduction and removal of wildlife attractants, habitat manipulation (e.g. removal of potential coyote denning areas), and responding appropriately during human and wildlife interactions, are key to minimizing potential human conflicts.
5. Garden Grove management techniques and decisions are based on a thorough understanding of the biology and ecology of urban wildlife species.
6. Education and communication are essential in minimizing aggressive behavior and potential attacks and in supporting human and animal needs and coexistence.
7. Emphasis of this management plan is placed on preventative measures, nonlethal controls, and using lethal controls only when necessary and, when necessary, in the most humane manner possible.

Background

The City of Garden Grove does not own or have any control of wild animals found within its boundaries, nor is the City responsible for the actions or damage caused by them. These animals are common, and full eradication of coyotes in the urban environment is not practical.

The Garden Grove Animal Care Service Officers do not respond to calls for service for normal coyote behavior, such as sightings. However, they will respond to calls which involve a sick, injured, or deceased coyote(s) and when aggressive behavior is occurring.

Difficulties Managing Wildlife

Although Garden Grove acknowledges the value of its wildlife, some individual animals adapted to urban environments have the potential to cause problems and/or conflicts in specific situations. In addressing problems, the City promotes policies of education and supports prevention and implementation of remedial measures that do not harm the wildlife or their habitats, unless warranted.

A wildlife problem is defined as any situation that causes a health or safety issue to its residents. In cases where problems with wildlife are associated with human behavior (leaving garbage exposed or intentional wildlife feeding), ordinances and enforcement may be enacted to minimize conflict.

In some cases, particular or traditional management tools are ineffective. For example, relocation of animals is not ecologically sound and is not allowed in California without permission from the California Department of Fish and Wildlife (CDFW). Generally, relocated animals do not survive the transfer. If they do, they rarely stay in the relocation area and tend to disperse to other locations where they may cause problems to humans, be involved in territorial disputes or introduce disease. In some instances, the translocated coyote will go to great lengths to return to its previous territory. For these reasons, the CDFW does not relocate coyotes.

As a last resort, lethal control measures, when employed, must be selective, meaning they target the alpha coyote or problem coyote. If they are used, they must be humane and in compliance with federal and state laws.

It is not economically, ecologically or in other ways justified to attempt to remove all coyotes from the urban ecosystem as a means of addressing conflicts between humans, their domestic pets, and coyotes. Attempts made by local, state and federal agencies as well as private organizations over the past century to eradicate coyotes have proven to be ineffective. Moreover, during the past century coyotes have expanded their territories to include every state, except Hawaii.

The Coyote (*Canis latrans*)

Where are coyotes from?

Coyotes are originally native to California and several other western states. Due to their intelligence, adaptability, the decline of larger animals and urban sprawl, coyotes have successfully expanded their range. They are now found in all states, except Hawaii, and have successfully established themselves in every urban ecosystem across North America.

What do coyotes look like?

On the upper parts of their body, coyote pelts vary from gray-brown to yellow-gray. Their backs have tawny-colored under fur and long overcoats with black-tipped guard hairs. The latter forms a dorsal stripe and dark band over their shoulders. Throat and bellies tend to be buff or white. Forelegs, sides of the head, muzzle and feet are reddish brown. Coyotes have long legs, small paws, large pointed ears and a pointed snout. Weighing between 15 to 40 pounds, their long legs and thick fur make them appear larger.



How and where do coyotes live?

Coyotes may live alone, in pairs, or in family groups with one breeding pair, generally mating once a year, usually January through February. Social organization and group size are highly correlated with food availability. The rest of the group is comprised of multiple generations of offspring. Pups are born March through May. The entire group protects the pups though pup mortality averages between 50 and 70% in the first year. Litter size depends on available resources and the number of coyotes in the area.

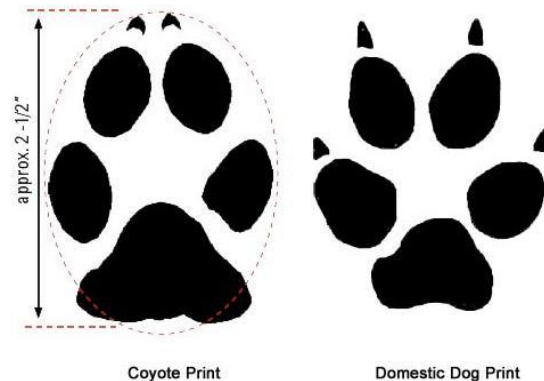
Although a litter varies from two to 12 pups, the average is six or seven. Pups remain in the den the first six weeks and then travel with the adults. By the end of summer; they are more independent, yet, may still travel with parents and siblings.

Because coyotes are socially organized, the group raises the young and defends their territory from other coyotes. Territories do not overlap. Although they generally live in groups, coyotes often travel alone or in pairs.

In the urban areas, most coyotes live in large parks, golf courses, greenways and natural open space where they find food and cover. Thus, their territory may follow the park or open space boundaries. They are extremely adaptable in creating territories under a wide range of urban conditions.

How do you know where coyotes are?

If you do not directly see a coyote, you may notice paw prints or scat (feces) left behind or even may hear them. Their prints are similar to dogs and difficult to tell apart. However, unlike dogs, their scat is rope-like and typically filled with hair, seeds and bones. Coyotes use scat to communicate and often deposit it in the middle of a trail or edge of their territory where it is easily seen. Coyotes howl, bark or whine – usually to communicate with each other.



What Role do Coyotes play in the Environment?

Coyotes play an important role in the urban ecosystem, particularly as a top-predator. They eat a broad range of small animals, including squirrels, mice, rabbits, rats and gophers. Rodents make up a majority of their diet. In the process, they control the population sizes of these animals, many of which are considered pests to humans. The coyotes also prey on “mesopredators,” such as raccoons and opossums and are known to attack and prey on domestic pets. Without a top predator like the coyote to keep them in check, mesopredators can dramatically reduce bird populations by eating their eggs (Crooks and Soule, 1999). Additionally, a reduction in bird population increases the number of insects including those classified as disease vectors (Dickson et. al., 1979). Coyotes also disperse seeds of native plant species and recycle nutrients.

How do Humans Perceive Coyotes?

People respond to coyotes in various ways. Some observe them with enjoyment, others with indifference and some with fear or concern. Personal experiences with coyotes may influence their perceptions of them. Experiences range from animal sightings without incident to stalking, killing of pets or, at the extreme, an attack on a person. Coyote attacks on humans are very infrequent and, to date, there have not been any verified attacks in Garden Grove. Although such incidents generate significant media coverage, they remain a very rare event.

Because wild animals may understandably conjure up fear in some people, actual sightings and perceptions may become exaggerated or misconstrued (see Appendix A for coyote description encounters). The wide range in perceptions of urban coyotes from Garden Grove residents supports the need for strong and consistent educational messages to clarify management techniques as well as the need to be ready to take action when it proves necessary.

Have Coyote Numbers Increased in Garden Grove?

Currently, there are no historical records tracking urban coyotes in the city or county. Without tracking and updated inventories, it is difficult to know if the number of coyotes has increased in an area. What is known is that coyotes can become habituated to humans. This is especially the case if they are intentionally or unintentionally fed, which can lead to loss of fear of people and bolder behavior. Residents have reported an increased population over the past 24 months and generally more aggressive behavior and signs of human habitation.

In general, coyotes regularly roam an area of about two to five square miles to obtain enough food for the pack members. Normally, each pack is a territorial family group made up of three to ten individuals. A portion of the area the pack inhabits is the pack's territory, which they will defend from other coyotes. The number of mature coyotes in the pack is often related to the amount of food resources in the territory. Coyotes, like all predators, will stabilize their populations without human interference.

Coyotes are opportunistic, versatile carnivores that primarily eat small mammals, such as rabbits, ground squirrels, and mice, to name a few. Coyotes tend to prefer fresh meat, but will eat significant amounts of fruits and vegetables during the autumn and winter months when their prey is scarce. Part of the coyote's success as a species is its dietary adaptability. This dietary flexibility, coupled with a lack of prey and closer proximity to residents, has led the coyotes to seek alternative food sources, including small pets, pet food, and fallen fruits and vegetables found in the backyards of homes. Generally, coyotes are reclusive animals who avoid human contact. As coyotes have become urbanized, however, they have realized there are few real threats in suburban environments. This has resulted in coyotes approaching people and even feeling safe visiting yards when people are present.

A coyote pack usually has only one breeding (or alpha) female. This female often produces more pups than can be supported by the pack. Young coyotes may leave the pack at about nine to eleven months of age, but dispersal patterns are highly variable. These juvenile coyotes become transients. Other types of transients include older individuals that cannot defend their role as an upper level pack member and are forced out of the pack.

Transients move all over in narrow undefended zones that exist between pack territories searching for an open habitat to occupy or a group to join. Some die before they succeed (many are hit by cars). It is generally understood that the constant influx of transients to an area defeats coyote eradication programs.

Removing a group of territorial coyotes will create an undefended area into which the transient coyotes will flow. At all times of the year, numbers of transients are immediately available to replenish any voids created by killing the resident coyotes. Furthermore, if either the alpha male or alpha female in a pack is killed, ovulation in other breeding-age females is often triggered and a corresponding increase in the number of litters and/or number of pups per litter is observed.

Monitoring and Collecting Data

Monitoring and data collection are critical components of an effective coyote management plan. Effective monitoring relies on the efforts of the community to report the location and types of coyote activity. The collection and compilation of local data allows staff to estimate and monitor resident population size, determine established family group territories, and track areas with increased coyote activity. This is best accomplished with input from both residents and city staff. **Coyote sightings or incidents can be reported by using the Garden Grove City App or by calling the City's coyote reporting hotline at 714-741-5286. IF YOU ARE IN DANGER CALL 911. When reporting, it would be most effective if the reporting party can provide locations or areas of increased activity, the number of coyotes observed, and the type of incident.**

The purpose of monitoring human-coyote interactions is to document where coyotes are frequently seen and to identify human-coyote conflict hotspots, if they exist. Gathering specific data on incidents will allow for targeting of educational campaigns and conflict mitigation efforts, as well as the ability to measure success in reducing conflicts over time.

Garden Grove is part of the Coyote Catcher website (<https://ucanr.edu/sites/CoyoteCatcher/>) that interfaces with the statewide reporting and reporting from other agencies. This helps monitor movements, potential hot spots, areas becoming habituated and/or dangerous and allows staff to accurately respond to reports from our community. Public may report coyote interactions on the website.

Public Education and Outreach

Education is the key to having residents make appropriate decisions regarding their safety or managing their property and pets. This involves decreasing attractants, increasing pet safety and creating reasonable expectations of normal coyote behavior.

Learning how to respond to a coyote encounter empowers residents and can help reduce undesired coyote behaviors. The public should understand what normal coyote behavior is when living in close proximity with coyotes. For example, vocalization is normal acceptable behavior and does not indicate aggression. Education and outreach efforts by the city should focus on:

- Understanding human safety, pet safety, coyote attractants, deterrents to coyotes on private property, including appropriate fencing, exclusion techniques, "what to do" tips, and information on appropriate hazing techniques.
- Developing a common language and awareness of normal versus abnormal behavior when discussing encounters with coyotes (see definitions in Appendix A)
- Disseminating information to residents, businesses and schools through the City's website, the GGTV3 Channel, water bill inserts, social media, traditional media, fliers/handouts, mailers, etc.
- Consulting with land managers whose properties are known sources of coyote dens, utility companies, non-profit organizations like the Humane Society of the United States and agencies like the California Department of Fish and Wildlife that provide public education materials, programs and expertise.

How Humans affect Coyote Behavior, Coyote Attractants in Urban Areas

Coyotes are drawn to urban and suburban areas for the following reasons:

- 1. Food.** Urban areas often support large numbers of rodents, including mice and rats. However, coyotes can be further attracted into suburban neighborhoods by human-associated food such as pet food, unsecured compost or trash and fallen fruit in yards. Intentional and unintentional feeding can lead coyotes to associate humans with sources of food, which can result in negative interactions among coyotes, people and pets. To reduce food attractants in urban and suburban areas:
 - Never hand-feed or otherwise deliberately feed a coyote.
 - Avoid feeding pets outside. Remove sources of pet food and water that a coyote could easily obtain. If feeding pets outside is necessary, remove the bowl and any leftover food promptly.
 - Never include meat or dairy in compost.
 - Maintain good housekeeping, such as regularly raking areas around bird feeders.
 - Remove fallen fruit from the ground.
 - Keep trash in high-quality containers with tight-fitting lids. Only place the cans curbside the morning of collection. If you leave out overnight, trashcans are more likely to be tipped over and explored.
 - Bag especially attractive food wastes, such as meat scraps or leftover pet food, before discarding
- 2. Water.** Urban areas provide a year-round supply of water in the form of storm water impoundments and channels, artificial lakes, irrigation, pet water dishes, etc., which support both coyotes and their prey.
 - During drought or otherwise dry conditions, water can be as alluring as food, so remove water bowls set outside for pets and make watering cans unavailable.
- 3. Access to Shelter.** Parks, greenbelts, open spaces, golf courses, buildings, sheds, decks and crawl spaces, etc., increase the amount and variability of cover for coyotes. They allow coyotes to safely and easily remain close to people, pets, homes and businesses without detection.
 - In the spring, when coyotes give birth and begin to raise young, they concentrate their activities around dens or burrows in which their young are sheltered. Coyotes may take advantage of available spaces under sheds or decks for use as a den, bringing them into close contact with people and pets.
- 4. Unattended Pets.** Pets are a normal part of an urban landscape. Within their territory, coyotes will at times consider pets as potential prey or potential competitors.
 - Free-roaming pets, especially cats and sometimes-small dogs, may attract coyotes into neighborhoods. The best way to minimize risk to pets is to not leave them outside unattended.

Garden Grove encourages citizens concerned with the safety of their pets that need to be outside to utilize “coyote proof” enclosures (aka – pet condos) to protect their pet while allowing the pet to be outside.

Cats. Coyotes primarily eat small mammals such as mice and rats, but will also prey on slightly larger mammals such as rabbits and groundhogs. Approximately the same size as a groundhog or rabbit, free-roaming outdoor cats may also be seen as eligible prey items by coyotes. It is important to note that attacks on cats are normal coyote behavior and do not indicate a danger for people. The best way to protect cats from coyotes (and the other dangers of outside life, such as cars, disease, dogs and other wildlife) is to keep cats primarily indoors and only let them outside in a secure enclosure or when accompanied by a person and under the control of a leash and harness.

Feral Cats. People who feed feral cats are often concerned that coyotes might prey on the cats. These concerns are well founded, as coyotes can be attracted to the outdoor pet food. Although there is no sure way to protect feral cats from coyotes, the following tips can be helpful:

- ✓ Avoid feeding feral cats out in the open. Doing so makes it easier for coyotes to hunt and find them and can have other unintentional consequences, including ecological damage.
- ✓ Provide various means of escape (plant/provide trees & do not declaw outdoor cats).
- ✓ Haze coyotes seen on the property (see Appendix C). Making them feel uncomfortable will encourage them to stay out of the area.

Dogs. Dogs are also vulnerable to coyote confrontations. These incidents generally involve coyotes who are accustomed or habituated to people, or coyotes who are protecting their territory and pups (usually during breeding season).

- ✓ Coyotes may see small, unattended dogs as potential prey. It is important, therefore, to either keep dogs on a six-foot long or shorter leash when outdoors or to stay within six feet of them when on your property. (Coyotes may view a dog on a leash longer than six feet as an unattended pet.) This is especially important if you are in or near nature preserves or open-space areas.
- ✓ Although attacks on larger dogs are rarer, coyotes will sometimes go after a large dog when they feel that their territory is threatened. This generally occurs during the coyote-breeding season, which takes place from January through February. During this time, it is especially important not to let dogs outside unattended unless in a “coyote proof” enclosure and to keep them on leashes (six feet long or less) when in public areas.
- ✓ Do not allow dogs off leash, when off your property. It is against the law and unsafe for your dog.
- ✓ When walking your pet bring a noise maker or walking stick to help with defensive tactics.

Other domestic animals kept outside, such as rabbits, may also be viewed as prey by coyotes. Protect outdoor animals from coyotes (and other predators) with protective fencing and/or confine them in sturdy cages each evening.

Residents are encouraged to use the Yard Audit Checklist (Appendix D) as a tool to help recognize and remove attractants in their yards and neighborhoods.

While human attacks are very rare, urban landscape development, habituation through intentional and unintentional feeding, pet related incidents and media attention have led some urban residents to fear coyotes. This is understandable. Coyotes are wild animals that pose dangers that need to be recognized and appropriate precautions taken. Steps must be taken to address safety concerns, misconceptions, and appropriate responses to potential threats to human safety. It is important to keep in mind that coyotes have been in and around Garden Grove (and other parts of Southern California) for a very long time.

Hazing and Behavioral Change

Some coyotes have become too comfortable in the close proximity of people. For coyotes to safely coexist with people, they need to fear and avoid contact with humans.

Hazing—also known as “fear conditioning”—is the process that facilitates this change in coyote behavior and is by necessity a community response to negative encounters with coyotes. The more often an individual animal is hazed, the more effective hazing is in changing coyote behavior (see Appendix C for coyote hazing overview).

Goals of Hazing

The goals of hazing are to:

1. Reshape coyote behavior to avoid human contact in an urban setting and to minimize attacks on pets.
2. Give residents tools to actively engage in reshaping coyote behavior and to support feeling safe in their parks and neighborhoods.
3. Model appropriate and effective hazing behavior and share accurate information about coyotes with other residents, friends and family.

Hazing Process

Human behavior can shape animal behavior, in either a negative or a positive manner. People living in close proximity to coyotes can remove coyote attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change coyote behavior.

Overview of Hazing

Hazing is a process whereby a person or a number of individuals encountering a coyote respond in like manner to make a coyote afraid and choose to leave a situation where their presence is unwanted.

Basic hazing consists of standing your ground, never ignoring or turning your back to a coyote(s), and yelling and/or making unpleasant and frightening noises until the animal(s) choose to leave. If the coyote does not leave, use tactics that are more aggressive.

More aggressive hazing consists of approaching an animal more quickly and aggressively, throwing projectiles like stones near the animal, spraying with a hose or water gun, or creating a more heightened fear of contact so the animal flees. For more options, see Appendix C on hazing.

Hazing must continue once it begins until the animal leaves. Otherwise, the coyote will learn to “wait” until the person gives up. Not following through with hazing will create an animal more resistant to hazing instead of reinforcing the image that “people are scary.”

Hazing never involves putting yourself in danger or injury to the animal, only the threat of injury. An injured animal becomes less predictable than a normal, healthy one.

A common concern with hazing involves potential danger to the hazer. A coyote’s basic nature is very skittish and this nature is what makes the technique useful. A normal, healthy coyote is very unlikely to escalate a situation with a person who is aggressively hazing. It is important that the hazer provide the coyote a clear escape route to flee and not corner the animal. A cornered animal may decide that attacking the hazer is the only option.

Garden Grove recommends safe and situational hazing only. Elements of effective hazing include:

1. Pet owners need to protect pets. Off-leash and unattended dogs and unattended outside cats attract coyotes (as does pet food).
2. Residents need to learn hazing effectiveness and techniques. Hazing needs to be active for a sustained period to achieve the desired change in behavior.
3. Hazing requires monitoring by the resident to assess its effectiveness and to determine if further action or more aggressive hazing is needed.
4. A decrease in coyote activity in an area where hazing has been conducted may indicate its level of effectiveness.

Enforcement

The act of feeding wildlife is known to lead to an increase in wildlife activity. Feeding can attract coyotes and their prey to an area leading to an increased likelihood of creating a habituated coyote(s) resulting in increases in coyote and human interactions. California law prohibits feeding wildlife. Garden Grove Animal Care Officers will strictly enforce the Garden Grove Municipal Code, pertaining to this activity.

CALIFORNIA CODE OF REGULATIONS TITLE 14

§251.1. Harassment of Animals

Except as otherwise authorized in these regulations or in the Fish & Game Code, no person shall harass, herd or drive any game or nongame bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding or sheltering.

Response Plan to an Incident

Incident Defined

An incident is described as a conflict between a human and a coyote where the coyote exhibits the following behavior: coyote approaches a human and growls, bares teeth, or lunges; injures or kills an escorted/on-leash pet. This includes attended pet loss, but not human injury. When human injury occurs, it is defined as an “attack” (see Appendix A-definitions).

The City of Garden Grove and/or California Department of Fish and Wildlife (CDFW) will investigate an incident if a human is physically injured. If a pet is injured or killed, Garden Grove Animal Care will follow our plan based on information (See Appendix B on levels of coyote behavior). If a resident ever feels threatened by any wild animal, they should call 911 immediately.

Circumstances Determine the Response

Circumstances of the incident are critical in determining response. If an attack occurs unprovoked, indicating a continuous threat to human safety, the City will coordinate an investigation with the CDFW. Based on this consultation and its own independent professional judgment, the City will determine a course of action, potentially including permitting the lethal removal of the animal involved. Garden Grove will not engage in any attempts of general culling. Only specific animals will be targeted.

The City of Garden Grove will target education to the region affected on how the incident occurred and how to avoid it in the future. The residents will be instructed on safety tips and response techniques and on how to remove all coyote attractants.

In a provoked attack, the City will determine if circumstances indicate a continued threat to human safety. The City will determine the initial response that may range from targeted education up to lethal removal of the involved animal(s). After the 24-hour initial response, staff will consider follow-up actions and implement them as required.

Continued response will depend on specific details of the attack. The level of threat to human safety will determine if continued action is needed. Continued activity may include increased educational materials such as flyers, mailers or press releases, public meetings, and/or potentially applying for a permit for lethal removal of the animal involved.

The information and recommendations contained in this Coyote Management Plan are provided as educational and informational resources and are not guaranteed to be effective. The City of Garden Grove is not responsible for and shall not be held liable for any damage or injuries resulting from the use of information, techniques, recommendations, or suggestions contained herein.

If trapping is necessary, Garden Grove will use a contracted trapper. If there is immediate danger that requires immediate lethal removal, Garden Grove will support and coordinate with the trapper as well. CDFW may or may not be included. In the event of an extreme safety situation, Garden Grove Police are also potential first responders. **NO PRIVATE INDIVIDUAL WILL BE AUTHORIZED TO DISCHARGE A FIREARM WITHIN THE CITY OF GARDEN GROVE.**

Response Plan

A detailed tiered response plan has been developed to provide a mechanism for identifying and classifying different levels of coyote interactions with humans and their pets, either attended or unattended. Definitions of coyote encounters are listed in Appendix A, and Appendix B provides a chart detailing coyote behavior, behavior classification and recommended responses.

As noted below, lethal removal may be warranted in specific situations. The City will consider measures aimed at population control if the coyote population reached a level where there is a threat to public health, safety and welfare.

Threat Level Tiered Response

Level Green *Behavior:* A coyote is seen or heard in an area. Sighting may be during the day or night. Coyote may be seen moving through the area.

Response: Education on presence of coyotes and safety tips.

Level Yellow *Behavior:* A coyote appears to frequently associate with humans or human-related food sources, and exhibits little wariness of human presence. Coyote is seen during the day resting or continuously moving through an area frequented by people or entering a yard with or without pets.

Response: Education and aggressive hazing when coyotes are encountered and enhanced efforts to raise public awareness of incident(s) and circumstances. If multiple level yellow incidents have occurred in the same vicinity within a short amount of time, lethal removal **may** be recommended.

Level Red: *Behavior:* A coyote is involved in an incident(s) where there is an attended domestic animal loss. Several incidents in the same general area may indicate the presence of a habituated coyote(s). A coyote that has been involved in an investigated and documented provoked or unprovoked close encounter or attack on **humans and/or their pets**.

Response: City staff may work to lethally remove the responsible coyote(s) after evaluating all available information including the details of the incident(s). If a coyote has attacked or bitten a human, California Department of Fish and Wildlife will investigate, locate the offending animal, and remove it.

Appendix A - Definitions of Encounters with Coyotes

Active Coexistence: Humans and coyotes exist together. Humans take an active role in keeping coyotes wild by learning about coyote ecology and behavior, removing attractants, taking responsibility for pet safety, and hazing coyotes when they are encountered in neighborhood or community spaces (except for predetermined coyote-appropriate areas). Hazing is not appropriate in a designated nature reserve or similar open space, unless the coyote exhibits threatening behavior to persons or leashed pets.

Attack: A human is injured or killed by a coyote.

Provoked - A human-provoked attack or incident where the human involved encourages the coyote to engage. Examples include when a human intentionally corners, injures, tries to injure, attempts to capture or feeds the coyote.

Unprovoked - An unprovoked attack or incident where the human involved does not encourage the coyote to engage.

Domestic animal loss or injury: A coyote injures or kills a pet. Also includes “depredation”—predation on domestic pets.

Encounter: An unexpected, direct meeting between a human and a coyote that is without incident.

Feeding

Intentional feeding - When a person or persons actively and intentionally feeds coyotes or provides food for animals in the coyote food chain, including feral cats.

Unintentional feeding - When a person or persons are unintentionally providing access to food. Some examples are accessible compost, fallen fruit from trees, open sheds and doors, pet food left outdoors, and bird feeders. Bird feeders indirectly provide food for coyotes, e.g. birds, bird food, rodents, and squirrels. Bird feeders must be kept high enough from the ground so a coyote is unable to reach the feeding animals. The area under the bird feeder must be kept clean and free of residual bird food.

Hazing: A training method that employs immediate use of deterrents to move an animal out of an area or discourage an undesirable behavior or activity. Hazing techniques include loud noises, spraying water, bright lights, throwing objects near but not at the animal and shouting. Hazing can help maintain a coyote’s fear of humans and deter coyotes from entering neighborhood spaces, such as backyards and play spaces. Hazing does not and should not injure animals or humans or damage property.

Observation: The act of noticing or taking note of tracks, scat or vocalizations.

Pet Attack/attended animal loss or injury: When a person is within 6' of the pet and the pet is on leash and is attacked and injured or killed by a coyote.

Sighting: A visual observation of a coyote(s). A sighting may occur at any time of the day or night.

Suspected Pet Attack: A coyote is an opportunistic feeder and may feed on recently dead or dying animals, especially cats that were hit or killed by cars or other means. When eaten remains are found it suggests that, a coyote attacked the animal. In cases where Animal Care Officers respond to these calls, without knowledge of an actual attack, the incident will be recorded as a suspected attack.

Stalking Incident: A conflict between a human and a coyote where the coyote follows a person with or without an attended pet on leash. A human is not injured

Unsecured Trash: Trash that is accessible to wildlife, e.g. individual garbage cans, uncovered or open dumpsters or bags, or trash cans overflowing or where scattered trash is outside the receptacle.

Appendix B-Coyote Behavior, Behavior Classification, and Recommended Response

Coyote Action	Classification	Response
Coyote Heard	Observation Level Green	Ask for educational materials and info. Report To Garden Grove Animal Care Services.
Coyote seen moving in area	Sighting Level Green	Ask for educational materials and info. Report To Garden Grove Animal Care Services.
Coyote seen resting in area	Sighting Level Green	Educate on situational hazing techniques. Report To Garden Grove Animal Care Services.
Coyote seen resting in area with people present	Sighting Level Yellow	If area frequented by people, educate on normal behavior and haze to encourage animal to leave. Look for and eliminate attractants. Report To Garden Grove Animal Care Services.
Coyote entering a yard without pets	Sighting Level Yellow	Educate on coyote attractants, yard audit, provide hazing info. Report To Garden Grove Animal Care Services.
Coyote entering a yard with pets	Encounter Level Yellow	Educate on coyote attractants, yard audit, hazing info, pet safety. Report To Garden Grove Animal Care Services
Coyote entering yard and injuring or killing pet w/o people present	Pet Attack Level Red	Lethal removal considered if there is no response from the coyote to aggressive hazing, and there is evidence of recurrence. Report To Garden Grove Animal Care Services
Coyote biting or injuring unattended pet/pet on leash longer than 6'	Pet Attack Level Red	Lethal removal considered if there is no response from the coyote to aggressive hazing, and there is evidence of recurrence. Report To Garden Grove Animal Care Services
Coyote following or approaching a person w/o pet (Stalking)	Encounter Level Red	Lethal removal considered if there is no response from the coyote to aggressive hazing, and there is evidence of recurrence. Report To Garden Grove Animal Care Services, CALL 911 IF IN DANGER
Coyote following or approaching a person & pet (Stalking)	Encounter Level Red	Educate on hazing techniques and pet safety. Lethal removal considered if there is no response from the coyote to aggressive hazing, and there is evidence of recurrence. Report To Garden Grove Animal Control, CALL 911 IF IN DANGER

Appendix B-Coyote Behavior, Behavior Classification, and Recommended Response

Coyote Action	Classification	Response
Coyote entering yard or home with people & pets, no injury occurring	Encounter Level Red	Educate on coyote attractants, yard/neighborhood audits, hazing, pet safety. Lethal removal considered depending on specific circumstances. Report To Garden Grove Animal Control. CALL 911 IF IN DANGER
Coyote biting or injuring attended pet / pet on leash 6' or less	Pet Attack Level Red	Educate on coyote attractants, yard/ neighborhood audits, hazing, pet safety. Lethal removal recommended. Report To Garden Grove Animal Control, CALL 911 IF IN DANGER
Coyote aggressive, showing teeth, back fur raised, lunging, nipping w/o contact	Threat Level Red	Educate on coyote attractants, yard/ neighborhood audits, aggressive hazing, pet safety. Lethal removal recommended. Report To Garden Grove Animal Control, CALL 911 IF IN
Coyote biting or injuring person	Attack Level Red	Identify and gather information on specific animal involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, and pet safety. Report To Garden Grove Animal Control, CALL 911 IF IN DANGER . City staff will inform the California Department of Fish and Wildlife. Lethal removal recommended.

Appendix C – General Considerations

1. Levels of hazing need to be appropriately relevant to coyote activity.
 - a) Coyotes live in open spaces and, unless they exhibit aggressive behavior to human and/or their pets, the best practice is to leave them alone and educate the public on personal safety.
 - b) Coyotes are often out late at night when few people are present. This is normal, acceptable behavior. Hazing may not be necessary.
 - c) Exceptions: In early stages of hazing, programs should still engage the animal. Coyotes that associate danger in the presence of people under all circumstances will be reinforced to avoid contact.
2. Hazing must be more exaggerated, aggressive and consistent when first beginning a program of hazing. As coyotes “learn” appropriate responses to hazing, it will take less effort from hazers. Early in the process, it is extremely common for coyotes not to respond to hazing techniques. Without a history of hazing, they do not have the relevant context to respond in the desired outcome (to leave).
3. Techniques and tools can be used in the same manner for one or multiple animals. Usually, there is a dominant animal in a group who will respond—others will follow its lead. DO NOT ignore, turn your back or avoid hazing because there are multiple animals instead of a single individual.
4. The more often an individual coyote is hazed by a variety of tools and techniques and a variety of people, the more effective hazing will be in shaping that animal’s future behavior.
5. Hazing must be directly associated with the person involved in the hazing actions. The coyote must be aware of where the potential threat is coming from and identify the person.
6. Coyotes can and do recognize individual people and animals in their territories. They can learn to avoid or harass specific individuals in response to behavior of the person and/or pet.
7. Coyotes can be routine in habit. Identifying their normal habits can help target which habits to change. For example, the coyote patrols the same bike path at the same time in the morning three to five days a week. Hazers should concentrate on that time and place to encourage the animal to adapt its routine to decrease contact with people.
8. Certain levels of hazing must always be maintained so that future generations of coyotes do not learn or return to unacceptable habits related to habituation to people.
9. Human behavior must change to support hazing and continued identification and, if necessary, remove possible attractants.
10. Education about exclusion techniques including how to identify and remove attractants, personal responsibility in pet safety and having reasonable expectations are critical parts of a coyote hazing plan.
11. Coyotes are skittish by nature. Habituated behavior is learned and reinforced by human behavior. Coyotes as a rule DO NOT act aggressively toward aggressive people. The one exception is a sick or injured animal. Engaging a sick or injured animal can result in unpredictable behavior. If this is suspected, people should not engage and should back away slowly from the animal until the animal is out of sight, and then immediately contact Garden Grove Animal Care Services at 714-741-5565.

12. Individuals involved in hazing need to be trained in explaining hazing to residents who witness the process. They also need to explain the difference between hazing and harassment of wildlife and goals of appropriate behavior for coexistence.

Public Hazing

Hazing requires by necessity community involvement, understanding and support. Residents are best equipped to respond consistently and at the most opportune times in their own neighborhoods, parks and open spaces not identified as nature reserves.

Summary of Hazing

Hazing is a process whereby the resident responds in a manner to make a coyote uncomfortable so it chooses to leave a situation where their presence is unwanted.

Basic hazing consists of standing your ground, never ignoring or turning your back to a coyote(s), yelling and making unpleasant and frightening noises until the animal(s) choose to leave.

More aggressive hazing consists of approaching an animal quickly and aggressively, throwing projectiles near the animal, spraying with a hose or water gun containing water or white vinegar, or creating fear of contact so the animal leaves the situation. Note: Many projectiles are not legal, including but not limited to slingshots, paintballs, guns and pepper balls.

Hazing must continue once it begins until the animal leaves. Otherwise, the coyote will learn to “wait” until the person gives up. The coyote will become more resistant to hazing instead of reinforcing the image that “people are scary”.

Hazing should never injure the animal. An injured animal becomes less predictable versus a normal, healthy one who responds in a consistent and predictable manner to hazing.

Hazing should be conducted in a manner that allows the coyote to return to its normal habitat in a direction that would minimize harm to the animal. Hazing the animal in the direction of other houses and busy streets should be avoided.

Hazing uses a variety of different hazing tools. This is critical as coyotes get used to individual items and sounds.

1. Noisemaker: voice, whistles, air horns, bells, “shaker” cans, pots, pie pans
2. Projectiles: sticks, small rocks, cans, tennis balls, rubber balls.
3. Deterrents: hoses, spray bottles with vinegar, pepper spray, bear repellent, walking sticks

FOOD			NEVER intentionally or unintentionally feed a Coyote
Water Sources			Never feed pets outdoors; store all pet food securely indoors
Bird Feeders			Remove water attractants (such as bird baths, pet water bowls and leaky irrigation)
Fallen Fruit			Clean up fallen fruit around trees
Compost			Do not include meat or dairy among compost contents unless fully enclosed
BBQ Grills			Clean up food around BBQ grills after each use
Trash			Secure all trash containers with locking lids and place curbside the morning of trash pick up. Periodically clean cans to reduce residual odors
LANDSCAPING			Trim vegetation to reduce hiding places and potential denning sites
Structures/ Outbuildings			Restrict access under decks and sheds, around wood piles, or any other structure that can provide cover or denning sites for coyotes and/or their prey
FENCING* Must comply with Garden Grove Zoning and Municipal Codes (Consult with the City's Planning Dept. for pre-approval)			Enclose property with an 7 foot fence (consider optional roller-top or other deterring device at top) to deter coyotes. Ensure that there are no gaps and that the bottom of the fence extends underground six inches or is fitted with a mesh apron to deter coyotes from digging underneath* Must comply with Garden Grove Zoning and Municipal Codes (Consult with the City's Planning Dept. for pre-approval)
PETS			Never leave pets unattended outside
PETS			Never allow pets to "play" with coyotes
PETS			Fully enclose outdoor pet kennels
PETS			Walk pets on a leash no longer than 6 feet in length

We encourage you to take steps to eliminate attractants on your property in order to minimize conflicts with coyotes. We also urge you to share this information with friends and neighbors because minimizing conflicts is most effective when the entire neighborhood works together.

References

Crooks, K. R. and M. E. Soule. 1999. Mesopredator release and avifaunal extinctions in a fragmented system. *Nature* 400, 563-566.

Dickson, J.G. et. al., eds. *The Role of Insectivorous Birds in Forest ecosystems*. Academic Press. New York. 1979. 381 pp

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Draft policy outlining the spending and reporting guidelines of potential district budget allocation funds within the City Council Contingency account as requested by the City Council. (<i>Action Item</i>)	Date:	8/27/2019

OBJECTIVE

To provide the City Council with a draft policy outlining the spending and reporting guidelines of potential district budget allocation funds within the City Council Contingency account.

BACKGROUND

At the August 13, 2019, City Council meeting, the Garden Grove City Council discussed the idea of implementing an annual City Council budget appropriation whereby each council member, including the mayor, could be allotted a set amount of dollars to utilize within their respective districts or citywide. Upon receiving information on the practices of neighboring cities in Orange County, the City Council directed staff to draft a comprehensive policy outlining specific spending guidelines, reporting practices, and transparency measures should the City Council decide to move forward with district budget allocations.

DISCUSSION

City staff researched the existing policies of neighboring cities and incorporated the recommendations of the City Council in order to draft a comprehensive policy (see attached). The draft policy outlines specific criteria for the appropriate use of the funds, procedures for the administration of the funds, as well as transparency measures for the regulation of the funds.

FINANCIAL IMPACT

There is no additional financial impact should the City Council wish to implement

district budget allocations within the City's Council Contingency account.

RECOMMENDATION

It is recommended that the City Council:

- Consider the draft policy on spending and reporting guidelines for district budget allocation funds within the City Council Contingency account; and
- Provide direction to staff.

By: Shawn Park, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Draft Policy - District Budget Allocation Spending Guidelines	8/21/2019	Backup Material	Draft_Policy_-_District_Budget_Allocation_Spending_Guidelines.docx
Purchasing Spending Limits and Requirements	8/21/2019	Backup Material	PURCHASING_THRESHOLDS_CURRENT.pdf

SUBJECT:**DISTRICT BUDGET
ALLOCATION POLICY****POLICY
NUMBER****EFFECTIVE
DATE****200-07****08-27-2019**

PURPOSE: To establish a comprehensive policy and guidelines outlining the criteria for the spending and reporting of district budget allocation funds within the City Council Contingency account.

POLICY:

1. Each Council Member, including the Mayor, will be allotted \$5,000 per fiscal year for use on community projects and events within the City.
2. Each Council Member shall direct funds towards projects, programs or events that are beneficial to Garden Grove residents' quality of life.
3. All funds shall be used to further the City Council's expressed priorities and goals.
4. All funds shall be spent in accordance with existing City purchasing policies and practices.
5. All funds shall be spent in compliance with Federal and State laws and regulations.
6. All unexpended funds shall NOT be carried over to future fiscal year budgets unless an existing purchase order has already been established for a current, unfinished project.
7. Funds may be spent in an individual district, in multiple districts (i.e. collaborative projects), or Citywide.
8. Written communications should not include the specific names of individual City Council Members.
9. Expenditure requests from City Council members shall be administered through the City Manager's Office.
10. All expenditures will be reported in the weekly City Manager's Memo, posted on the City's webpage, and reported at City Council Meetings to ensure transparency.

Eligibility Criteria

City Council Members, in coordination with the City Manager's Office, shall consider the following criteria:

1. The relationship and importance of the project or event to the City's mission;
2. Whether the project or event furthers the City Council's expressed priorities and goals;
3. Whether the project or event will create financial or administrative burden on the City or require additional personnel;
4. Whether a project or event is, or will be considered to be politically oriented;
5. Whether the project or event is, or will be perceived as religiously oriented;
6. Whether the project or event is, or will be perceived as offensive to segments of the City's community;
7. Whether the persons or organizations affiliated with the project or event take positions or otherwise engage in activities that are inconsistent with local, state, or federal law as well as City policies, the City mission, or Council's priorities;
8. Other factors that might undermine public confidence in the City's impartiality or interfere with the efficient delivery of City services or operations.

Procedure

1. The City Council shall submit inquiries or requests for funding to the City Manager's Office for review in accordance with the eligibility criteria;
2. The City Manager's Office will process requests and provide administrative support as needed;
3. City Council Members, in coordination with the City Manager's Office, shall be responsible for adhering to the City's purchasing policies and practices and shall submit all required, supporting documents (e.g. bids, quotations, and proposals) related to the request. (See attached Purchasing Spending Limits and Requirements)

PURCHASING SPENDING LIMITS AND REQUIREMENTS

Purchase of Materials, Supplies, Equipment and other Commodities			
Minimum	Maximum	Requirements	Authorization
	\$1999	Obtain one (1) written quotation Requisition/Purchase Order <i>not</i> required/Stamp and Code invoice and send to accounting for payment	Micro Purchases -Approval of Department Head/Designee required
\$2000	\$24,999	Obtain three (3) written quotations Requisition and Purchase Order Required	Small Purchases -Approval of Department Head/Designee required
\$25,000	And Greater	Formal Bid (IFB) Process Required Requisition and Purchase Order Required	Large Purchases: City Manager Approval up to \$50,000 and City Council Approval Required for over \$50,000 Note: All vehicles require City Council Approval regardless of amount
Professional Services/Consultant Agreements			
Minimum	Maximum	Requirements	Authorization
	\$999	Obtain one (1) written quotation Contract <i>not</i> required/Stamp and Code invoice and send to accounting for payment Insurance is not required unless Risk Managements deems the Scope of Work to be of significant risk to the City	Approval of Department Head/ Designee required
\$1000	\$24,999	Obtain one (1) written proposal Requisition and Contract Required Insurance Required as per contract and Risk Management Recommendations	City Manager Approval Required
\$25,000	And Greater	Formal Request for Proposal (RFP) Process Required Insurance Required as per contract and Risk Management Recommendations	City Manager Approval up to \$50,000 and City Council Approval Required for over \$50,000
Public Works/Construction Contracts			
Minimum	Maximum	Requirements	Authorization
	\$9999	Provide a detailed scope of work to potential contractors and obtain one (1) written quotation which includes prevailing wage rates Contract <i>not</i> required/ submit invoice to accounting for payment Valid State contractor’s license required Insurance is not required unless Risk Management deems the scope of work to be of significant risk to the City Prevailing Wage required for work over \$1,000	Department Head/ Designee approval required Notice of contract award through DIR’s PWC-100 NOT REQUIRED
\$10,000	\$45,000	Provide a detailed scope of work to potential contractors and obtain three (3) written quotations which include prevailing wage rates Requisition, scope of work and contract required Valid State contractor’s license required Must provide proof of registration (prime and all sub-contractors) with the DIR: Department of Industrial Relations unless under the small project exemption Labor/Material and Performance Bonds required for contracts over \$25,000 Insurance required as per contract and Risk Management recommendations Prevailing Wages required Bonds required for contracts over \$25K	City Manager approval required Awarding agencies are required to submit notice of contract award through DIR’s PWC-100 system on projects that fall outside of the small project exemption. The small project exemption applies for all public works projects that do not exceed: - \$25,000 for new construction, alteration, installation, demolition or repair - \$15,000 for maintenance Reference Section 8.12 of this manual

\$45,001	\$175,000	<p>Informal Bid Process Required per GGMC § 2.52.030</p> <p>Requisition, detailed scope of work/plans and contract required</p> <p>Valid State Contractor’s license required</p> <p>Must provide proof of registration (prime and all sub-contractors) with the DIR: Department of Industrial Relations</p> <p>Insurance and bonds required as per contract and Risk Management recommendations</p> <p>Prevailing Wages required</p>	<p>City Manager approval required for contracts up to \$50,000</p> <p>City Council approval required for contracts over \$50,000</p> <p>Awarding agencies are required to submit notice of contract award through DIR’s PWC-100 system on projects that fall outside of the small project exemption. The small project exemption applies for all public works projects that do not exceed:</p> <p>-\$25,000 for new construction, alteration, installation, demolition or repair</p> <p>-\$15,000 for maintenance</p> <p>Reference Section 8.12 of this manual</p>
\$175,001 And Greater		<p>Formal Bid Process Required per PCC 22037</p> <p>Requisition, Scope of Work/Plans and Contract Required</p> <p>Valid State Contractors License required</p> <p>Must be provide proof of registration (prime and all sub-contractors) with the DIR: Department of Industrial Relations</p> <p>Insurance and Bonds required as per contract and Risk Management recommendations</p> <p>Prevailing Wages required</p>	<p>City Council Approval Required</p> <p>Contracts AND Purchase Order for all public works projects that fall outside of the small project exemption must be reported to the DIR by the Project Manager within 30 days of the award/approval date, or before beginning any work.</p> <p>Please reference Section 8.12 of this manual.</p>