



AGENDA

Garden Grove City
Council

Tuesday, July 14, 2020

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steven R. Jones

Mayor

John R. O'Neill

Mayor Pro Tem - District 2

George S. Brietigam

Council Member - District 1

Diedre Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

COVID-19 Information: Masks are required to be worn and adherence to six foot distancing from others when attending public meetings.

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: 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

ROLL CALL: COUNCIL MEMBER BRIETIGAM, COUNCIL MEMBER D. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM O'NEILL, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

- 1.a. Public Safety Ad Hoc Committee update as requested by Council Members Kim Nguyen, Stephanie Klopfenstein, and Diedre Thu-Ha Nguyen.

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. Approval of Sub-recipient Agreements with Interval House and Mercy House for the operation of the Homeless Emergency Assistance Rental Transition (HEART) Program. *(Joint Action with the Garden Grove Housing Authority)*
- 3.b. Adoption of a Proclamation declaring July 2020 as "Parks Make Life Better Month." *(Action Item)*
- 3.c. Acceptance of Project No. 7414-Cannery-Imperial Interim Storm Drain Improvements as complete. *(Action Item)*
- 3.d. Appropriation of reimbursement funds from the City of Anaheim for Project No. 7211 – Euclid Street Rehabilitation from Chapman

Avenue to Katella Avenue. (*Action Item*)

- 3.e. Acceptance of Coronavirus Emergency Supplemental Funding Program award; and allocation of grant funds to purchase technology equipment for the Emergency Operations Center. (Grant Amount: \$124,600) (*Action Item*)
- 3.f. Authorize the issuance of purchase orders with Econolite Control Products and JTB Supply Company Inc., for Fiscal Year 2020-21 Traffic Control Operations (Cost: \$75,000 Econolite; \$125,000 JTB Supply Company) (*Action Item*)
- 3.g. Approval of a Home Repair Program Administration agreement with Habitat for Humanity of Orange County and authorize allocation of additional funding for administrative cost. (Cost: \$240,000) (*Action Item*)
- 3.h. Receive and file minutes from the meeting held on June 23, 2020. (*Action Item*)
- 3.i. Receive and file warrants. (*Action Item*)

4. PUBLIC HEARINGS

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

- 4.a. Adoption of a Resolution to adopt a Vehicle Miles Traveled Threshold and Traffic Impact Analysis Guidelines, as recommended by the Planning Commission. (*Action Item*)
- 4.b. Approval of the Permanent Local Housing Allocation 5-Year Plan, and adoption of a Resolution authorizing an application for, and receipt of, Permanent Local Housing Allocation Grant Program funds. (Grant amount estimate: \$5,996,058) (*Action Item*)

5. ITEMS FOR CONSIDERATION

- 5.a. Appropriation of \$617,600 in Coronavirus Relief Funds allocated through the Subrecipient Agreement between the County of Orange to the City of Garden Grove for Fiscal Year 2019-20. (*Action Item*)
- 5.b. Appropriation of \$3,703,780.91 in grant funds related to Coronavirus relief funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). (*Action Item*)
- 5.c. Consideration to officially name the bike and pedestrian trail the "Congressional Medal of Honor Bike and Pedestrian Trail." (*Action Item*)
- 5.d. Award a contract to R.J. Noble Company for Project No. 7220, Various Residential Streets Improvements (Cost: \$1,359,095) (*Action Item*)

6. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY

MANAGER

- 6.a. Consideration of an implicit bias awareness training module for City Council, City Commissioners, and Civilian City Employees as requested by the City Council. (*Action Item*)
- 6.b. Discussion on the Enterprise Resource Planning (ERP) project status update, as requested by Council Member Bui.
- 6.c. Discussion regarding a resolution of the City of Garden Grove requiring the wearing of face coverings in public during the COVID-19 local emergency as requested by Council Member Kim Nguyen. (*Action Item*)

7. ADJOURNMENT

The next Regular City Council meeting is Tuesday, July 28, 2020, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Happy Birthday to Council Member Kim Nguyen

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 Sub-recipient Agreements with Interval House and Mercy House for the operation of the Homeless Emergency Assistance Rental Transition (HEART) Program. <i>(Joint Action with the Garden Grove Housing Authority)</i>		
		Date:	7/14/2020

OBJECTIVE

To request approval of Subrecipient Agreements with Interval House and Mercy House for the operation of the Homeless Emergency Assistance Rental Transition Program; appropriate HOME funds for the operation of the HEART Program; and, request the Housing Authority to appropriate Low-Mod Income Housing Asset Fund (LMIHAF) funding for the administration of the HEART Program.

BACKGROUND

In May 2019, the City Council directed the creation of housing opportunities for those experiencing homelessness in Garden Grove. To that end, a 12-month pilot tenant-based rental assistance program was created and named the Homeless Emergency Assistance Rental Transition (HEART) program. In September 2019, two (2) service providers were selected through a Request for Proposal process to administer the new HEART Program, Interval House and Mercy House respectively.

The HEART Program provides a rental assistance program for individuals or families that met 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 Program.

In FY 19-20, the pilot HEART Program was deployed and 47 households were assisted with rental assistance, security deposit payment, and/or utility deposit payment. This program has been successful in providing assistance to homeless, or at-risk of becoming homeless, households to locate and maintain permanent housing.

DISCUSSION

Continuation of the HEART Program for FY 20-21 is highly recommended based on its past success. The Heart Program parameters will include the following:

- Appropriation of \$500,000 in HOME funds and \$100,000 in LMIHAF funds be allocated for the operation of the HEART program.
- Services to be provided by Interval House and Mercy House, with an award of \$300,000 each for operations of HEART program.
- The \$300,000 award will be broken down into \$250,000 in HOME funds, which will be allocated for rental assistance payments, utility allowance, security deposits and related move-in costs; and \$50,000 in LMIHAF funds 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.

This level of funding will enable approximately 20 households to transition from homelessness to permanent housing.

Staff has reviewed both sub-recipients and have concluded that both are qualified by virtue of experience and expertise to accomplish the services requested. In addition, both sub-recipients have a clear understanding of the City's objectives for the program.

FINANCIAL IMPACT

There is no impact to the General Fund. The HOME and LMIHAF funds that will be used to subsidize the HEART Program are available and will not affect any planned project or activity.

RECOMMENDATION

It is recommended that the City Council:

- Appropriate \$500,000 in HOME funds to the FY 20-21 budget for the HEART Program,
- Appropriate \$100,000 in LMHITF funds to the FY 20-21 budget for the HEART Program, and
- Authorize the City Manager to execute the Subrecipient Agreements and make minor modifications as appropriate.

It is recommended that the Housing Authority:

- Appropriate \$100,000 in LMHITF funds to the FY 20-21 budget for the HEART Program

ATTACHMENTS:

Description	Upload Date	Type	File Name
HEART Agreement - Interval House - FY 20-21	7/2/2020	Agreement	GG_HEART_- _INTERVAL_HOUSE_AGREEMENT_- _FY_20-21_(DRAFT).pdf
HEART Agreement - Mercy House - FY 20-21	7/2/2020	Agreement	GG_HEART_- _MERCY_HOUSE_AGREEMENT_- _FY_20-21__(DRAFT).pdf

SUBRECIPIENT AGREEMENT

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)

This SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into as of July 1, 2020 ("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 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) 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;
- (ii) 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;
- (iii) 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;
- (iv) Verification that occupancy by the Eligible Household will comply with the Occupancy Standards set forth in Section 1.4(b); and
- (v) 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 12 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.

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 G. 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 H.
- (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 I. 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 July 1, 2020, and end on the earlier to occur of (a) June 30, 2021 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 Carol Williams 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:

Interval House Crisis Shelters
Attn: Carol Williams
PO Box 3356
Seal Beach, CA 90740

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]

EXHIBIT A
BUDGET

EXHIBIT B

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

EXHIBIT C
HEART 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

EXHIBIT A
BUDGET

Section 3. Program Budget/Financial Management

- A. Provide an itemized operating budget of the proposed program for a 12-month period, which includes up to \$250,000 in HOME and \$50,000 in LMIHTF funding. The budget should include proposed matching resources. Please include the matching information in the following table.

Category	ESG Funds	HOME Funds	Other Funds	Total
Personnel Services				
Salaries				
Housing Coordinator (.20 FTE x \$52,000 + 21% Benefits)	\$ 22,727			\$ 22,727
Housing Advocates (2 positions) (Total of 2.0 FTE x \$45,760 + 21% Benefits - leveraged)			\$ 110,739	\$ 110,739
Financial Empowerment Advocate (.75 FTE x 1 year - leveraged)			\$ 31,200	\$ 31,200
Legal Advocate (.50 FTE x 1 year - leveraged)			\$ 52,000	\$ 52,000
Housing Search/Location Advocate (.5 FTE x 1 year - leveraged)			\$ 31,200	\$ 31,200
Childcare & Children Support Advocates (2 positions) (1.0 FTE x 1 year - leveraged)			\$ 41,600	\$ 41,600
Household Establishment & Moving Assistance Advocates (2 positions) (.80 FTE x 1 year - leveraged)			\$ 33,280	\$ 33,280
Operating Costs				
Security Deposits - funds for homeless households to be assisted with security deposits for move-in averaging \$3,600 per household x 10 households		\$ 36,000		\$ 36,000
Financial Assistance - short- and medium-term rental assistance averaging \$21,400 per household x 10 households		\$ 214,000		\$ 214,000
Other Costs				
10% de minimis indirect rate	\$ 27,273			
Totals:	\$ 50,000	\$ 250,000	\$ 300,019	\$600,019

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) **Monthly Meetings.** Subrecipient shall be available to attend meetings (in person or by telephone) with City staff 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 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 twelve (12) months 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.

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 households 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 G**) 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 H**), 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 I**) 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																		
<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
-----------------------------	------	------------------------	------

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



TENANT PROTECTION AGREEMENT (attach to lease)

Dear Landlord:

We are very pleased to be working with you to provide short-/medium-term rental assistance to (participant name). We would like to inform you of some important tenant protections required by the city of Huntington Beach. We recognize that these terms are unlikely to be in your lease. However, we must ensure you understand that we are unable to support a lease that includes such terms.

The written lease between yourself and the tenant may not contain any of the following provisions:

- (1) *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (2) *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- (3) *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- (5) *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (6) *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
- (7) *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- (8) *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
- (9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

Furthermore, by signing this agreement you recognize your obligation to maintain the Housing Unit in accordance with the Housing Quality Standards established at 24 CFR 982.401, and to refrain from discriminating against the tenant's household.

Please sign below as agreement to these terms:

Signature

Print Name

APPENDIX G – 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 H – 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 I – SELF-SUFFICIENCY CASE MANAGEMENT POLICIES AND PROCEDURES

Appendix I - 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 (**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 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

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) 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/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

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](https://www.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.

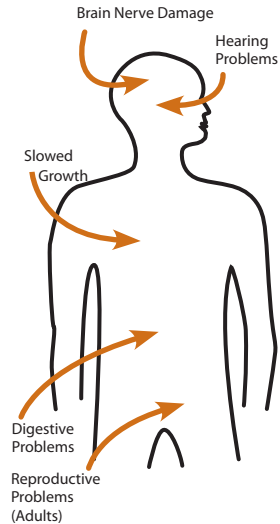
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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](https://www.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.

* 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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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

Housing Choice Voucher Program

OMB Approval No. 2577-0169
(Exp. 04/30/2014)

Assurances of confidentiality are not provided under this collection.

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 Special Reinspection			Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information				
Inspected Unit		Year Constructed (yyyy)		
Full Address (including Street, City, County, State, Zip)				
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				
		Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise: 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other		

Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
Fail			
Inconclusive			

Inspection Checklist						
Item No.		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 ~~XXXXXXXXXX~~ [~~NA~~]
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 ~~XXXXXXXXXX~~ [~~NA~~]

E. Inspection Summary/Comments (Optional)
Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit
Type of Inspection	Initial	Special Reinspection
Item Number	Reason for "Fail" or "Pass with Comments"	Rating

Continued on additional page Yes No

SUBRECIPIENT AGREEMENT

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)

This SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into as of July 1, 2020, ("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 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) 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;
- (ii) 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;
- (iii) 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;
- (iv) Verification that occupancy by the Eligible Household will comply with the Occupancy Standards set forth in Section 1.4(b); and
- (v) 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 12 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.

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 July 1, 2020, and end on the earlier to occur of (a) June 30, 2021 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 Allison Davenport 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:

Mercy House Living Centers
Attn: Allison Davenport
PO Box 1905
Santa Ana, CA 92702

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

Section 3. Program Budget/Financial Management

- A. Provide an itemized operating budget of the proposed program for a 12-month period, which includes up to \$250,000 in HOME and \$50,000 in LMIHTF funding. The budget should include proposed matching resources. Please include the matching information in the following table.**

Category	ESG Funds	HOME Funds	Other Funds	Total
Personnel Services				
Salaries	\$	\$	\$	\$
Housing Stability Specialist(.50FTE)	\$	\$	\$19,000.00	\$19,000.00
Leasing Agent (.15FTE)			\$3,900.00	\$3,900.00
Program Manager (.05FTE)	\$	\$	\$2,250.00	\$2,250.00
Operating Costs				
Tenant Based Rental Assistance Subsidy	\$	\$105,000.00	\$	\$105,000.00
Security Deposits Subsidy	\$	\$19,500.00	\$	\$19,500.00
Utility Deposits Subsidy	\$	\$2,000.00	\$	\$2,000.00
HQS Inspections*	\$	\$4,000.00	\$	\$4,000.00
Income Eligibility Determinations*	\$	\$3,000.00	\$	\$3,000.00
Other Costs				
Administrative (15%)	\$	\$	\$3,750.00	\$3,750.00
	\$	\$	\$	\$
	\$	\$	\$	\$
Totals:	\$	\$ 133,500.00	\$ 28,900.00	\$162,400.00

***HQS Inspections Assumptions:** Assumes 20 inspections in Year 1 \$100 per inspection.

Assumes inspections every six months for each eligible household. Average of 16 hours per Housing Unit. Activities include inspection of unit, advocacy with landlord, agreements with landlord, travel time, review and approval, and follow-up.

Income Eligibility Assumptions: Assumes 20 screenings in Year 1 at \$75 per screening.

Assumes income eligibility screenings every six months for each adult and some households will have more than one adult. Average of 6 hours per adult with income. Activities will include documentation screening, verification and review, calculation of gross, adjusted, exclusions, advocacy with client on income and follow up.

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) **Monthly Meetings.** Subrecipient shall be available to attend meetings (in person or by telephone) with City staff 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 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 twelve (12) months 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.

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 households 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 G**) 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 H**), 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 I**) 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? <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?
- b. A past head injury?
- c. A learning disability developmental disability, or other impairment?

☐ **Yes** ☐ No ☐ Refused

☐ **Yes** ☐ No ☐ Refused

☐ **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 assert 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 – 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 H – 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 I – SELF-SUFFICIENCY CASE MANAGEMENT POLICIES AND PROCEDURES

Appendix I - 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 (**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 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

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) 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/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

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](https://www.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.

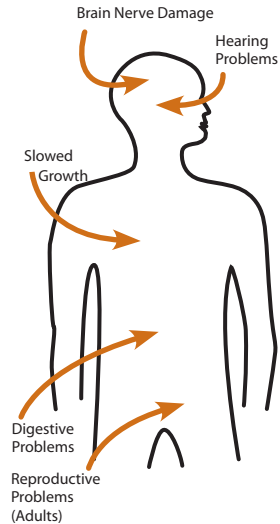
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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](https://www.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.

* 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/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

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

Housing Choice Voucher Program

OMB Approval No. 2577-0169
(Exp. 04/30/2014)

Assurances of confidentiality are not provided under this collection.

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 Special Reinspection			Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information				
Inspected Unit			Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)			Housing Type (check as appropriate) <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				

Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
Fail			
Inconclusive			

Inspection Checklist						
Item No.		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 ~~XXXXXXXXXX~~ [~~NA~~]
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 ~~XXXXXXXXXX~~ [~~NA~~]

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit
Type of Inspection	Initial	Special Reinspection
Item Number	Reason for "Fail" or "Pass with Comments"	Rating

Continued on additional page Yes No

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: John Montanez
Dept.: City Manager Dept.: Community Services
Subject: Adoption of a Proclamation Date: 7/14/2020
declaring July 2020 as "Parks
Make Life Better Month."
(*Action Item*)

Attached is a Proclamation declaring July 2020 as "Parks Make Life Better Month" recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	7/7/2020	Proclamation	7-14- 20_Proclamation_RecMonth_19.pdf

PROCLAMATION

JULY IS PARKS MAKE LIFE BETTER! MONTH

WHEREAS, Across the nation, July is celebrated as Parks Make Life Better! month; and

WHEREAS, Parks and recreation play a significant role in enhancing the quality-of life in communities, while providing open space for people to engage in recreational activities, and gather and interact with others; and

WHEREAS, Investment in parks add value to homes and neighborhoods; increases economic growth and development; protects the ecosystem; and preserves the historic, natural and cultural resources in the community; and

WHEREAS, Residents and visitors of Garden Grove value the parks and amenities available for access to safe outdoor spaces for children and adults to play and be active; and

WHEREAS, The City of Garden Grove continues to bring new additions and improvements to its parks, with the most recent improvements at the Village Green, West Haven Park, and Garden Grove Park; and

WHEREAS, Park enhancements include brighter, energy-efficient Light Emitting Diode (LED) light poles; new playground equipment and a community meeting room; replacement of the gymnasium flooring, industry-standard shade structure and furnishing, and a public art mural at the Courtyard Center; and

WHEREAS, The City of Garden Grove encourages all residents to be active and healthy, utilize public parks and amenities, and participate in recreational activities.

NOW, THEREFORE, BE IT RESOLVED, that the Garden Grove City Council does hereby proclaim the month of July 2020 as Parks Make Life Better! Month in the city of Garden Grove.

July 14, 2020

**Parks
Make
Life
Better!**

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of Project No. 7414-Cannery-Imperial Interim Storm Drain Improvements as complete. (<i>Action Item</i>)	Date:	7/14/2020

OBJECTIVE

For City Council to accept the above project as complete and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

The project consisted of constructing a new storm drain line, junction structures and catch basins, relocating an existing water main and sewer main, roadway resurfacing, replacement of various concrete improvements, striping, and minor amounts of irrigation and landscaping.

This storm drain effectively eliminated the flooding that formerly occurred on Magnolia Street between Central Avenue and Cannery Street and will help reduce flooding at the intersection of Garden Grove Boulevard and Magnolia during larger rainfall events.

DISCUSSION

The contractor, Vasilj Inc., has completed the improvements in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in the Fiscal Year 2019-20 Capital Improvement Budget and is funded by Gas Tax and Drainage Fees.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. 7414 - Cannery-Imperial Interim Storm Drain Improvements, as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Nick Hsieh, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
NOTICE OF COMPLETION	6/18/2020	Notice	NOC_7414_7-14-20.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN that the City of Garden Grove, Orange County, California, has caused a public improvement, to wit:

PROJECT NO. 7414
CANNERY-IMPERIAL INTERIM STORM DRAIN IMPROVEMENTS

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with Vasilj Inc. on the 25th day of June 2019, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 14th day of July, 2020 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 7414
CANNERY-IMPERIAL INTERIM STORM DRAIN IMPROVEMENTS

NAME OF SURETY on
Labor and Material Bond is:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
777 SOUTH FIGUEROA STREET, SUITE #3900
LOS ANGELES, CA 90017
Tel No. (213) 270-0600

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
City Manager of the City of Garden
Grove

ATTEST:

City Clerk of the City of Garden Grove

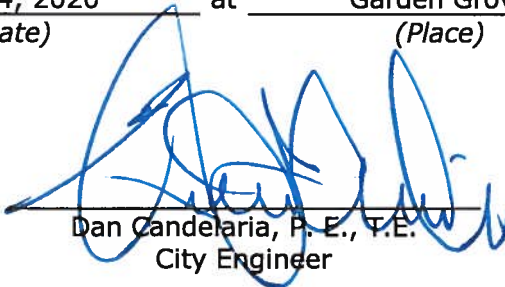
STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the City Engineer of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on July 14, 2020 at Garden Grove, California
(Date) (Place)



Dan Candelaria, P. E., T.E.
City Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Appropriation of reimbursement funds from the City of Anaheim for Project No. 7211 – Euclid Street Rehabilitation from Chapman Avenue to Katella Avenue. (<i>Action Item</i>)	Date:	7/14/2020

OBJECTIVE

For City Council to authorize the appropriation of reimbursement funds from the City of Anaheim, in the amount of \$398,000, for Project 7211 – Euclid Street Rehabilitation, from Chapman Avenue to Katella Avenue (Project).

BACKGROUND

In February 2020, the City Council authorized the City Manager to execute a Notice of Completion for Project 7211. The Project consisted of rehabilitating Euclid Street, from Chapman Avenue to Katella Street, including approximately 44,000 square feet of pavement that lay within the City of Anaheim's boundary.

DISCUSSION

Per a cooperative agreement authorized by City Council on May 14, 2019, the City of Anaheim was responsible for reimbursing the City of Garden Grove for any work done within Anaheim's boundary. Staff prepared the final costs for reimbursement and has received a check in the amount of \$398,000. These funds need to be appropriated into the Fiscal Year 2020-21 budget to offset the costs of the Project.

FINANCIAL IMPACT

There is no impact to the General Fund. The reimbursement of \$398,000 will be appropriated into Fiscal Year 2020-21 - Fund 422.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to appropriate \$398,000 into Fiscal Year 2020-21 - Fund 422.

By: Ana V. Neal, Sr. Administrative Analyst

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Acceptance of Coronavirus Emergency Supplemental Funding Program award; and allocation of grant funds to purchase technology equipment for the Emergency Operations Center. (Grant Amount: \$124,600) (<i>Action Item</i>)		
		Date:	7/14/2020

OBJECTIVE

To gain City Council approval for the acceptance of a Coronavirus Emergency Supplemental Funding (CESF) Program award, so the City can receive approximately \$124,600 in federal funds.

BACKGROUND

On March 30, 2020, the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) released the Coronavirus Emergency Supplemental Funding (CESF) FY 2020 Formula Grant Solicitation. The Coronavirus Emergency Supplemental Funding (CESF) Program provides funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. This funding is intended as a one-time allocation. Allocations were pre-determined by the Bureau of Justice Assistance using the JAG federal formula calculation based on Part 1 Crimes, and the City was awarded the grant in June 2020.

DISCUSSION

The City's application requested funding to establish a fully equipped mobile Emergency Operations Center (EOC), as the City currently lacks the communications and display capabilities required to coordinate the activities of City departments and provide liaison to other government agencies and the private sector. The equipment the City proposes to purchase with these grant funds represents the equipment needed to convert current conference rooms to mobile EOC facilities when a local state of emergency is proclaimed.

The City has many responsibilities to the community during events such as these, so having adequate equipment to respond efficiently is imperative. Technology and communication equipment purchased with these grant funds will be used to enhance the City of Garden Grove's ability to respond to the current pandemic in several ways, including but not limited to:

- Gathering and tracking critical COVID-related information from both local and county health care agencies, as well as surrounding jurisdictions;
- Allowing the EOC to track and disseminate information of identified COVID cases with partnering agencies and our first responders;
- Responding to the impact of COVID within the City and surrounding jurisdictions.

FINANCIAL IMPACT

Using CESF program funds to purchase equipment/technology for the City EOC creates no burden on the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Accept the Coronavirus Emergency Supplemental Funding (CESF) Program award in the amount of \$124,600; and
- Allocate those grant funds towards the purchase of equipment/technology for the Emergency Operations Center (EOC)

ATTACHMENTS:

Description	Upload Date	Type	File Name
JAG CESF FY 20 Award Documents	7/2/2020	Backup Material	Award_Docs_signed.pdf

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p>Grant</p>	<p>PAGE 1 OF 16</p>																
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>City of Garden Grove 11301 Acacia Parkway Garden Grove, CA 92840-5310</p>	<p>4. AWARD NUMBER: 2020-VD-BX-0905</p>																	
	<p>5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022</p> <p>BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022</p>																	
	<p>6. AWARD DATE 05/29/2020</p>	<p>7. ACTION</p> <p style="text-align: center;">Initial</p>																
	<p>2a. GRANTEE IRS/VENDOR NO. 956005849</p>																	
<p>2b. GRANTEE DUNS NO. 838134872</p>	<p>8. SUPPLEMENT NUMBER 00</p>																	
<p>3. PROJECT TITLE</p> <p>City of Garden Grove Coronavirus Emergency Supplemental Funding Program</p>	<p>9. PREVIOUS AWARD AMOUNT \$ 0</p>																	
	<p>10. AMOUNT OF THIS AWARD \$ 124,600</p>																	
<p>11. TOTAL AWARD \$ 124,600</p>																		
<p>12. SPECIAL CONDITIONS</p> <p>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																		
<p>13. STATUTORY AUTHORITY FOR GRANT</p> <p>This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C</p>																		
<p>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</p> <p>16.034 - Coronavirus Emergency Supplemental Funding Program</p>																		
<p>15. METHOD OF PAYMENT</p> <p>GPRS</p>																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>AGENCY APPROVAL</p> </div> <div style="width: 45%;"> <p>GRANTEE ACCEPTANCE</p> </div> </div>																		
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Katharine T. Sullivan Principal Deputy Assistant Attorney General</p>	<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Scott Stiles City Manager</p>																	
<p>17. SIGNATURE OF APPROVING OFFICIAL</p> 	<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p> 	<p>19A. DATE</p> <p>6/1/20</p>																
<p>AGENCY USE ONLY</p>																		
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>VD</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>124600</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	VD	80	00	00		124600	<p>21. VVDUGT1075</p>
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT											
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OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. **Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. **Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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SPECIAL CONDITIONS

5. **Required training** for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. **Unreasonable restrictions on competition under the award;** association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. **Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. **Signing Authority**

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The **"Emergency Appropriations for Coronavirus Health Response and Agency Operations" law** (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

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 purchase orders with Econolite Control Products and JTB Supply Company Inc., for Fiscal Year 2020-21 Traffic Control Operations (Cost: \$75,000 Econolite; \$125,000 JTB Supply Company) (<i>Action Item</i>)		
		Date:	7/14/2020

OBJECTIVE

For City Council to authorize issuance of Purchase Orders with Econolite Control Products (Econolite) and JTB Supply Company, Inc. (JTB Supply) for the purchase of traffic control products.

BACKGROUND

Current purchasing policy requires informal quotes or competitive bidding for supply and equipment purchases exceeding \$5,000. Moreover, "open" orders are used for various categories of items, such as hardware, electrical supplies and minor equipment, when the required individual items or quantities cannot be determined in advance.

Due to the nature of traffic control day-to-day operations, specifically, staff's obligation to respond rapidly to traffic signal outages, pole knockdowns, etc., Traffic Engineering is requesting open purchase orders with JTB Supply and Econolite.

DISCUSSION

Econolite controllers exclusively support the City's traffic signal system. These devices are located at each signalized intersection and are housed in an above ground cabinet. The controllers ensure proper timing and coordination of all red, green, and yellow signal phases as well as pedestrian movements. Econolite controllers have proven reliable and have kept traffic flowing safely and efficiently throughout the City.

JTB Supply provides traffic signal hardware from 17 manufacturers, offering

competitive pricing for most of their products. JTB Supply provides rapid turnarounds on our most urgent requests, and their nearby distribution center in the City of Orange allows our traffic signal electricians to pick up any emergency orders almost immediately.

FINANCIAL IMPACT

There is no impact to the General Fund. The Public Works Fiscal Year 2020-21 Engineering budget will cover all purchase order costs.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order to Econolite Control Products, in the amount not-to-exceed \$75,000, to purchase Econolite controllers; and
- Authorize the Finance Director to issue a purchase order to JTB Supply Company, Inc., in the amount not-to-exceed \$125,000, to purchase traffic control products.

By: Ana V. Neal, Sr. Administrative Analyst

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 a Home Repair Program Administration agreement with Habitat for Humanity of Orange County and authorize allocation of additional funding for administrative cost. (Cost: \$240,000) (<i>Action Item</i>)		
		Date:	7/14/2020

OBJECTIVE

The purpose of this memorandum is to request that the City Council consider an agreement with Habitat for Humanity of Orange County (Habitat) to administer the City's new Home Repair Program rehabilitation projects.

BACKGROUND

The City implemented the Senior Home Improvement Grant (SHIG) Program in FY 2016-17, which provides \$5,000 grants to low-income Garden Grove seniors to rehabilitate their homes. Over the past four years, the City has awarded 96 home improvement grants to Garden Grove seniors. The repairs completed through the SHIG Program include: exterior painting, window replacement, termite and pest remediation, electrical, plumbing, heating (HVAC), handicap accessibility (wheelchair ramp, grab bars, walk-in shower, etc.), and roof repair or replacement.

During the preparation of the City's FY 2020-21 Annual Action Plan (AAP), City staff recommended broadening the eligibility requirements for the SHIG Program to include all low-income Garden Grove residents. This recommendation was based on a decrease in qualified seniors applying for the program during FY 2019-20, and an increase in calls for rehabilitation assistance from residents who are below the age of 62. The FY 2020-21 AAP was approved by City Council on June 23, 2020, which included an allocation of \$200,000 for the new Home Repair Program (formerly referred to as the SHIG Program). The Home Repair Program will assist approximately 40 low-income Garden Grove households rehabilitate their homes during FY 2020-21.

DISCUSSION

SHIG Program participants expressed issues with the process of procuring qualified contractor bids. Each SHIG project required three (3) bids from licensed contractors who are not barred from working on U.S. Department of Housing and Urban Development (HUD) funded projects. In addition, each contractor must meet the City's insurance requirements prior to entering into an agreement with the homeowner and the City. These requirements for the SHIG Program were put in place to meet both the City's and HUD's procurement requirements, but delayed the completion of most projects by several months.

During the preparation for FY 2020-21, City staff worked to address this issue by conducting research to locate non-profit organizations able to administer and facilitate the rehabilitation portion of the Home Repair Program. This would eliminate months of work for the Program participant and would streamline the rehabilitation process for the Program. City Staff reached out to the cities of Rancho Santa Margarita, Newport Beach, Mission Viejo, and Santa Ana to inquire about their rehabilitation programs. All four (4) cities contract with Habitat for their rehabilitation programs and the responses from the four jurisdictions regarding the service and quality of work provided by Habitat were all positive. Each of the cities recommended for Garden Grove to utilize Habitat as a service provider to administer our rehabilitation program. Additionally, Habitat is highly recommended by HUD because of their ability and willingness to serve communities in the greatest need through their rehabilitation services. City staff intended to locate multiple non-profit organizations capable of administering the rehabilitation portion of the Home Repair Program, but the research conducted determined the only non-profit organization with the experienced and capacity to carry out the services for the Home Repair Program is Habitat.

In order to satisfy both HUD's and the City's procurement policy for small purchases, City Staff received an informal quote from Habitat, which included bids of numerous projects they have performed for other local jurisdictions. City Staff conducted a bid comparison between the bids provided by Habitat and past SHIG project bids. The results of the bid comparison indicate that Habitat has similar pricing when compared to local contractors performing similar work. This analysis includes a 20% administrative fee that Habitat charges local jurisdictions to administer their rehabilitation programs. The administrative fees are in relation to the overhead administrative costs that are incurred during the administration of each project.

FINANCIAL IMPACT

There is no impact to the General Fund. The City's adopted 2020-21 budget included \$200,000 for the Home Repair Program, but did not include the \$40,000 (20% administrative fee) that will be paid to Habitat for Humanity of Orange County to administer the rehabilitation projects. The administrative fee will be funded with unallocated Community Development Block Grant funds that have yet to be designated to a FY 2020-21 project.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Home Repair Program Administration Agreement with Habitat;
- Appropriate an additional \$40,000 in FY 20-21 CDBG funds; and
- Authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
FY 2020-21 Habitat Agreement	7/2/2020	Agreement	FY_2020-21_Habitat_Agreement.doc
2020-21 Habitat Agreement	7/7/2020	Agreement	GG-HABITAT_CDBG_SUBRECIPIENT_AGREEMENT.docx

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **HABITAT FOR HUMANITY OF ORANGE COUNTY INC.**, a California non-profit religious corporation, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to provide rehabilitation and construction management services for the City's Home Repair Program participants.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of TWO-HUNDRED AND FORTY THOUSAND DOLLARS (\$240,000.00), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR 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 and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY 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. Insurance companies must be admitted and licensed In California and have a 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, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR 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, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR 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, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR 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 CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR 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. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Habitat for Humanity
of Orange County
Attention: Sharon Ellis
2200 Ritchey Street
Santa Ana, CA 92705
 - b. (Address of CITY)
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
 - (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR 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 Contractor 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 CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR 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 CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR 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 CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **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.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall 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 CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent

contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'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 CONTRACTOR.

17. **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.

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
HABITAT FOR HUMANITY OF
ORANGE COUNTY, INC.

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

ATTACHMENT A
SCOPE OF SERVICES AND BUDGET
CITY OF GARDEN GROVE &
HABITAT FOR HUMANITY OF ORANGE COUNTY

A. SCOPE OF SERVICES

This project is designed to provide rehabilitation and construction management services for the City's Home Repair Program. Habitat for Humanity of Orange County shall provide home improvement services for all participants in the Home Repair Program. Home improvement services include, but are not limited to: exterior painting, window replacement, termite and pest remediation, electrical, plumbing, heating (HVAC), handicap accessibility (wheelchair ramp, grab bars, walk-in shower, etc.), and roof repair or replacement. Repairs are limited to improvements that bring the participant's home into compliance with the City's Health, Safety or Building Codes and must be approved by a City Building Inspector prior to the start of rehabilitation. Habitat for Humanity of Orange County will also be responsible for managing the construction for each project and ensuring all projects are completed in accordance to the City's standards.

Between **July 1, 2020** and **June 30, 2021**, Habitat for Humanity of Orange County will provide the following activities:

1. Rehabilitation of **40** single-family homes through the Home Repair Program.

B. PERFORMANCE MEASURES

All work performed under this agreement must meet industry standards and meet the satisfaction of the homeowner. The rehabilitation work must be approved by the City Building Inspector prior to payment being issued to Habitat for Humanity of Orange County.

C. PROJECT BUDGET

Habitat for Humanity of Orange County Budget

\$240,000.00

CONSULTANT AGREEMENT

Habitat for Humanity of OC, Inc.

Home Repair Program

THIS AGREEMENT is made this 14th day of July 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation of the State of California, hereinafter referred to as "CITY," and **HABITAT FOR HUMANITY OF ORANGE COUNTY, Inc.**, a California nonprofit corporation, hereinafter referred to as "CONSULTANT."

RECITALS

The following recitals are a substantive part of this Agreement:

1. The CITY has applied for and received Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended;
2. The CITY wishes to engage the CONSULTANT to assist the CITY in utilizing such funds (for purposes of the Agreement, collectively referred to as CDBG funds) to provide rehabilitation and construction management services for the City's Home Repair Program participants; and
3. The provision of this service is an eligible expenditure of available CDBG funds of the CITY.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall continue in effect through June 30, 2021 unless terminated sooner. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the CONSULTANT remains in control of CDBG funds or other assets. The parties may by written amendment to this agreement extend this agreement for additional one year terms.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of the following:
 - 2.1. **Activities.** The CONSULTANT will be responsible for administering the Home Repair Program as set forth in the Proposal in a manner satisfactory to the CITY, in accordance with all applicable grant fund requirements, and consistent with any standards required as a condition of providing these funds.

- 2.2. Scope of Services. In addition to the normal administrative services required as part of this Agreement, the CONSULTANT agrees to provide the levels of program services set forth in Attachment "A" hereto ("Consultant's Proposal"), which attachment is incorporated herein by reference. PERMITS AND CODES. All work shall be performed in conformance with applicable laws, ordinances, regulations, and orders whether or not such applicable laws, ordinances, regulations and orders are specified in this AGREEMENT or the attachments hereto. If any discrepancy is discovered in the AGREEMENT in relation to any such law, ordinance, regulation, or order, CONSULTANT shall immediately notify CITY of the discrepancy. The CONSULTANT agrees to secure and pay for all necessary permits and licenses required for the performance of work under this AGREEMENT in compliance with applicable federal, state and local laws, regulations and requirements, including local but not limited to building and housing codes, whether or not specified in the Scope of Work.
- 2.3. Performance Monitoring. The CITY will monitor the performance of the CONSULTANT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the CONSULTANT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures may be initiated.
- 2.4. Performance Objectives. CONSULTANT represents and warrants that the activities carried out with CDBG Funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency as defined in Title 24 of the Code of Federal Regulations ("24 CFR") Part 570.208.

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

- 3.1. Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$25,000.
- 3.2. Not to Exceed. Compensation under this Agreement shall not exceed TWO-HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00), payable in arrears and in accordance with the Proposal in Attachment "A."
- 3.3. Payment Schedule. Payment shall be made to CONSULTANT through the submission to the CITY of invoices detailing actual expenses. CONSULTANT shall be reimbursed for work performed in accordance with Attachment "A."

- 3.4. Records of Expenses: CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.5. Documentation. CONSULTANT, at such times and in such forms as CITY or HUD may require, shall furnish CITY or HUD such statements, records, reports, data, and information as CITY or HUD may require pertaining to its performance of services hereunder and other matters covered by this Agreement.
- 3.6. Findings Confidential. All of the reports, information and data prepared or assembled by the CONSULTANT under this Agreement, are confidential, and the CONSULTANT agrees that such materials shall not be made available to any individual or organization without the prior written approval of CITY.
- 3.7. Inspections. CONSULTANT shall make its records and data available for inspection and audit to CITY or HUD officials with respect to all matters covered by this Agreement. Inspection and audit may be made at any time during normal business hours, after reasonable notice.
4. **General Conditions**. During the performance of this Agreement, the CONSULTANT agrees as follows:
- 4.1. General Compliance. The CONSULTANT agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal, state and local laws and regulations governing the funds provided under this Agreement. The CONSULTANT further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
- 4.2. 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.

Addresses of CITY and CONSULTANT are as follows:

Address of CITY is as follows:

(with a copy to):

CITY of Garden Grove
Attn: Community and Economic
Development Dept.
11222 Acacia Pkwy
Garden Grove, CA 92840

CITY of Garden Grove
Attn: CITY Attorney
11222 Acacia Pkwy
Garden Grove, CA 92840

Address of CONSULTANT is:

Habitat for Humanity of Orange
County, Inc.
Attn: Sharon Ellis
2200 Ritchey St.
Santa Ana, CA 92708-5308

- 4.3. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CONSULTANT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of the CONSULTANT and shall have no entitlement in wages, pension, civil service, or any status or rights with CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the CONSULTANT is an independent contractor.
- 4.4. Hold Harmless. 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, without limitation, attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of services under the Agreement by CONSULTANT, CONSULTANT's agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT. The only exception to CONSULTANT's responsibility to protect, defend and hold harmless CITY, is due to the sole negligence 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.
- 4.5. Recapture of Funds. CITY shall have the right to recapture all or a portion of CDBG funds dispersed to CONSULTANT, should CONSULTANT fail to comply with all of the terms and conditions of this Agreement, or refuse to accept any conditions which may subsequently be imposed by HUD for the operation of the CDBG Program. Such recapture shall include all costs of recovery incurred by CITY or HUD, including attorney fees, if any.

- 4.6. 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.
- 4.7. Disclosure of Documents. All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without written authorization by CITY, unless disclosure is required by law.
- 4.8. 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.
- 4.9. Insurance Requirements.

(a) COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. Subcontractors shall provide the same insurance as required herein of CONSULTANT, and shall not commence work until all certificates and endorsements have been received and approved. CONSULTANT shall be responsible to collect and maintain all insurance from Subcontractors, and shall provide the insurance to the CITY upon request. 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.

(b) WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. A waiver of subrogation endorsement shall be provided waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

(c) INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(i) Commercial General Liability in the amount not less than \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); 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.

(ii) Automobile Liability in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); 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.

- (iii) Commercial Crime Policy in an amount not less than \$100,000 and sufficient to protect Agreement Assets from loss due to employee theft; forgery and alteration; theft, disappearance and destruction – inside and outside; and computer fraud. (claims made and modified occurrence policies are not acceptable); 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. Coverage must be called out on the insurance certificate.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.9 (c)(i) shall designate the City of Garden Grove, and its respective 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 4.9 (c)(ii) shall designate City of Garden Grove, and its respective officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY'S requirements, as approved by the CITY.

A Loss Payee Endorsement for commercial crime policies under section 4.9(c)(iii) shall designate the City of Garden Grove as loss payee due to employee theft; forgery and alteration; disappearance and destruction – inside and outside; computer fraud, and any other losses covered by the commercial crime policy.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects City of Garden Grove, and its respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Garden Grove, and/or their 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.

- 4.10. Amendments. This Agreement constitutes the entire Agreement between the parties and supercedes any previous agreements, oral or written. CITY or CONSULTANT may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release CITY or CONSULTANT from its obligations under this Agreement. CITY may in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement. Such modifications will be incorporated only by written amendment signed by both CITY and CONSULTANT.
- 4.11. Suspension or Termination. Either party may terminate this Agreement at any time by given written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Services in Section 2 above may only be undertaken with the prior approval of CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by CONSULTANT under this Agreement shall, at the option of the CITY, become the property of the CITY, and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. CITY may also suspend or terminate this Agreement, in whole or in part, if CONSULTANT materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the CITY may declare the CONSULTANT ineligible for any further participation in CITY agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the CONSULTANT is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said Agreement funds until such time as the CONSULTANT is found to be in compliance by the CITY, or is otherwise adjudicated to be in compliance.
- 4.12. CONSULTANT's Proposal. This Agreement shall include CONSULTANT's proposal or bid which is incorporated herein as Attachment A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

- 4.13. Licenses, Permits, and Fees. At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses or certification as may be required by this Agreement.
- 4.14. 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.
- 4.15. Time of Essence. Time is of the essence in the performance of this Agreement.
- 4.16. 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.
- 4.17. Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and CONSULTANT.
- 4.18. 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.
- 4.19. Interpretation. This Agreement shall be interpreted as though prepared by both parties.
- 4.20. 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.

5. **Section 3 Covered Assistance**

- 5.1 Policies and Procedures. Where CONSULTANT receives CDBG Funds for work arising in connection with housing rehabilitation, housing construction, or other public improvements, the requirements of Section 3 of the Housing and Urban Development Act of 1968 shall apply as follows:
- (a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development

Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice of advising the labor organization or workers' representative of the CONSULTANT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The CONSULTANT shall include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

6. **Documentation and Record-Keeping.**

- 6.1. Records to be Maintained. The CONSULTANT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 6.2. Retention. The CONSULTANT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.
- 6.3. Client Data. The CONSULTANT 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.
- 6.4. Disclosure. The CONSULTANT understands that client information collected under this Agreement is private and the issue or disclosure of such information, when not directly connected with the administration of the CITY's or CONSULTANT'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.
- 6.5. Close-Outs. CONSULTANT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the CITY, and determining the custodianship of records.

6.6. Audits & Inspections. CONSULTANT is responsible for obtaining audits in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7) and Federal agency implementation regulations. A copy of said audit will be submitted to CITY within 60 days after the close of the fiscal year ending June 30th. Any deficiencies noted in audit reports must be fully cleared by the CONSULTANT within 30 days after receipt by the CONSULTANT. Failure of the CONSULTANT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. All CONSULTANT records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, their designees, or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

7 Reporting and Payment Procedures

7.1. Budgets. The CONSULTANT will submit a detailed budget of a form and content prescribed by the CITY for approval by the CITY. The CITY and the CONSULTANT may agree to revise the budget from time to time in accordance with existing CITY policies.

7.2. Indirect Costs. If indirect costs are charged, the CONSULTANT will develop an indirect cost allocation plan for determining the appropriate CITY share of administrative costs and shall submit such plan to the CITY for approval.

7.3. Payment Procedures. The CITY will pay to the CONSULTANT funds available under this Agreement based upon information submitted by the CONSULTANT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the CONSULTANT, and not to exceed actual cash requirements. Payments will be adjusted by the CITY in accordance with advance fund and program income balances available in this Agreement for costs incurred by the CITY on behalf of the CONSULTANT.

7.4. Progress Reports. The CONSULTANT shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

8. Personnel & Participant Conditions.

Civil Rights.

8.1 Compliance. The CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968

as amended, Section 109 of Title 1 of the Housing and Community Development Act of 1974, 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 with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

- 8.2. Nondiscrimination. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital status, or status with regard to public assistance. The CONSULTANT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- 8.3. W/MBE. The CONSULTANT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CONSULTANT may rely on written representations by CONSULTANTS regarding their status as minority and female business enterprises in lieu of an independent investigation.
- 8.4. Access to Records. The CONSULTANT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- 8.5. Notifications. The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the CONSULTANT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 8.6. EEO/AA Statement. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that it is an Equal Opportunity or Affirmative Action employer.
- 8.7. Subcontract Provisions. The CONSULTANT will include the provisions of Paragraphs 6.1 through 6.4, Civil Rights, and Paragraphs 6.5-6.9, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of the CONSULTANT's subcontractors.
9. Employment Restrictions.
- 9.1. Prohibited Activity. The CONSULTANT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.
- 9.2. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participants' health or safety.
- 9.3. Subcontracts. The CONSULTANT will include HUD's, Section 3 Clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the CONSULTANT's subcontractor is in violation of regulations issued by the Grantor Agency. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
10. Conduct.
- 10.1. Assignability. The CONSULTANT shall not assign or transfer any interest in this Agreement without prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the CONSULTANT 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.
- 10.2. Conflict of Interest. The CONSULTANT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner

or degree with the performance of services required under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the CONSULTANT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY or of any designated public agencies or CONSULTANT's which are receiving funds under the CDBG Entitlement program.

10.3. Subcontracts.

- a. Subcontract Approval. The CONSULTANT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.
- b. Monitoring. The CONSULTANT will monitor all subcontracted services on a regular basis to assure Agreement 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.
- c. Content. The CONSULTANT 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.
- d. Selection Process. The CONSULTANT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

- 10.4 Copyright. If the Agreement results in any copyrightable material, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

SIGNATURE BLOCK ON FOLLOWING PAGE

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"CITY"
CITY OF GARDEN GROVE, a municipal corporation.

By: _____
Scott Stiles, City Manager

Date: _____

ATTESTED:

Teresa Pomeroy, City Clerk

Date: _____

APPROVED AS TO FORM:

Oman Sandoval, City Attorney

Date: _____

"CONSULTANT"
Habitat for Humanity of Orange County, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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

ATTACHMENT A

SCOPE OF SERVICES AND BUDGET CITY OF GARDEN GROVE & HABITAT FOR HUMANITY OF ORANGE COUNTY

A SCOPE OF SERVICES

This project is designed to provide rehabilitation and construction management services for the City's Home Repair Program. Habitat for Humanity of Orange County shall provide home improvement services for all participants in the Home Repair Program. Home improvement services include, but are not limited to: exterior painting, window replacement, termite and pest remediation, electrical, plumbing, heating (HVAC), handicap accessibility (wheelchair ramp, grab bars, walk-in shower, etc.), and roof repair or replacement. Repairs are limited to improvements that bring the participant's home into compliance with the City's Health, Safety or Building Codes and must be approved by a City Building Inspector prior to the start of rehabilitation. Habitat for Humanity of Orange County will also be responsible for managing the construction for each project and ensuring all projects are completed in accordance to the City's standards.

Between **July 1, 2020** and **June 30, 2021**, Habitat for Humanity of Orange County will provide for the rehabilitation of 40 single-family homes through the Home Repair Program.

B. PERFORMANCE MEASURES

All work performed under this agreement must meet industry standards and meet the satisfaction of the homeowner. The rehabilitation work must be approved by the City Building Inspector prior to payment being issued to Habitat for Humanity of Orange County.

C. PROJECT BUDGET

Habitat for Humanity of Orange County Budget	\$240,000.00
----------------------------------------------	---------------------

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 7/14/2020
 from the meeting held on
 June 23, 2020. (*Action*
 Item)

Attached are the minutes from the meeting held on June 23, 2020, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	7/9/2020	Minutes	cc-min_06_23_2020.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, June 23, 2020

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 7:05 p.m., Mayor Jones convened the meeting in the Community Meeting Center.

ROLL CALL PRESENT: (7) Council Members Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, Mayor Pro Tem O'Neill, Mayor Jones

ABSENT: (0) None

INVOCATION

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

UPDATE ON COMPLIANCE WITH SB 743 VEHICLE MILES TRAVELED THRESHOLDS FOR FUTURE DEVELOPMENT PROJECTS AND A TRAFFIC IMPACT ANALYSIS GUIDELINE AS PRESENTED BY THE CITY'S TRAFFIC ENGINEER, DAI VU

City Traffic Engineer, Dai Vu, introduced this item and a PowerPoint presentation was provided by Spencer Reed with consultants Fehr & Peers. The presentation overviewed of SB 743 and the intent of the legislation for managing congestion and reducing greenhouse gas with appropriate development and promotion of active transportation including walking and biking.

ORAL COMMUNICATIONS

Speakers: Ashlee Vo, Michelle Cardenas, Craig Durfey, Nicholas Dibs, Antoinette Nguyen, Jennifer McClean, Adam Degner, Tom Raber, Jessica Solis, Dominica Cao, John Holm, Andrew Nguyen, Lucy Flores, Tony Flores, Nancy Nguyen, Dakota Hill, Audi Chavira, Tatianna Chrishon, Maureen Blackmun, Allison V.

RECESS

At 8:30 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:47 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ORAL COMMUNICATIONS (Continued)

Speakers: Julie Vo, Darius Durham II, Jessica Howell, Ariana Arestegui, Tania Ortega, Bob Tucker, Michael Garcia, Theresa, Jacquelyn Do, Erika Higbee, Grace Mortero, Tim Phan, Kyle Brodnisky, Mazaroti Schells (sic), Katie Faith, Jody Williams, Cleopatra, Angela Bradford.

Electronic Communications received from: Iliana Pinzon, Roser Hong, Vivianna Marie Goh, David Peterson, Ugachi Anaebere-Nicholson, Dianne Prado, Kate Morr, Andrew Ha, Hugh Tran, Jacquelyn Do, Terry Nguyen, Tracy La, Brian Bui, Theresa Bui, Roger Flanders, Tony Flores, Laurance Collister.

RECESS

At 9:51 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 10:01 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A RESOLUTION PROCLAIMING THE TERMINATION OF THE LOCAL EMERGENCY DUE TO CIVIL UNREST DECLARED ON JUNE 2, 2020 (F: 117.2A)

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Resolution No. 9639-20 entitled: A Resolution of the City Council of the City of Garden Grove proclaiming the termination of the Local Emergency due to civil unrest declared on June 2, 2020, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes:	(0)	None

ADOPTION OF A RESOLUTION APPROVING THE CITY OF GARDEN GROVE
INVESTMENT POLICY FOR 2020 (F: 127.3)

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Resolution No. 9640-20 entitled: A Resolution of the City Council of the City of Garden Grove, California adopting the City of Garden Grove Investment Policy, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION REQUESTING THE ORANGE COUNTY
TRANSPORTATION AUTHORITY TO ISSUE A 24-MONTH PROJECT ADVERTISEMENT
AND CONSTRUCTION AWARD DELAY FOR THE EUCLID-WESTMINSTER
INTERSECTION IMPROVEMENT PROJECT – CONSTRUCTION PHASE (PROJECT NO.
19-GGRV-ICE-3938) (F: 28.18) (XR: 84.1)

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Resolution No. 9641-20 entitled: A Resolution of the City Council of the City of Garden Grove, approving a request to pursue a 24-month project advertisement and construction award delay from the Orange County Transportation Authority (OCTA) for the Euclid-Westminster Intersection Improvement Project (Project No. 19-GGRV-ICE-3938), be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION APPROVING THE UPDATED EMPLOYEE SALARY SCHEDULE (F: 78.1)

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Resolution No. 9642-20 entitled: A Resolution of the City Council of the City of Garden Grove, California approving an amendment to the publicly available city-

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes: (0) None

WARRANTS

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Regular Warrants 662875 through 663038; 663080 through 663296; Wires W2872 through W2879; Wires W2880 through W2888; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Payroll Warrants 184114 through 184128; Direct Deposits D366142 through D366748; and Wires W2706 through W2709; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes: (0) None

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Full reading of ordinances listed be waived.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes: (0) None

APPROVAL OF MEASURE M2'S FISCAL YEAR 2020-21 SEVEN-YEAR CAPITAL IMPROVEMENT PLAN, ADOPTION OF A RESOLUTION UPDATING THE CITY'S 2020 PAVEMENT MANAGEMENT PLAN, AND ADOPTION OF A RESOLUTION UPDATING THE CITY'S LOCAL SIGNAL SYNCHRONIZATION PLAN (F: 23.18C)

Following City Council discussion, Council Member K. Nguyen moved to table this

matter to the next meeting for discussion, seconded by Council Member Brietigam.

Following further discussion Council Member K. Nguyen amended the motion, seconded by Council Member Brietigam that:

More detailed information be provided to the City Council;

Measure M2's Fiscal Year 2020-21 Seven-Year Capital Improvement Plan, be approved;

Resolution No. 9643-20 entitled: A Resolution of the City Council of the City of Garden Grove concerning the status and update of the Pavement Management Plan for the Measure M2 (M2) Program, be adopted; and

Resolution No. 9644-20 entitled: A Resolution of the City Council of the City of Garden Grove concerning the update of the Local Signal Synchronization Plan for the Measure M2 (M2) Program, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes:	(0)	None

RECESS

At 10:05 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 10:07 p.m., Mayor Jones reconvened the meeting with all Council Members present.

PUBLIC HEARING – ADOPTION OF A RESOLUTION CONFIRMING THE GARDEN GROVE TOURISM IMPROVEMENT DISTRICT ADVISORY BOARD REPORT AND LEVYING AN ASSESSMENT FOR FISCAL YEAR 2020-2021 (F: 32.1)

Following staff's presentation and City Council questions, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council.

Speakers: Nicholas Dibs

There being no further response from the audience, the public hearing was declared closed.

The City Clerk announced that no protests were received.

It was moved by Council Member Klopfenstein, seconded by Council Member Bui that:

Resolution No. 9645-20 entitled: A Resolution of the City Council of the City of Garden Grove confirming the Garden Grove Tourism Improvement District Advisory Board Report, and levying the assessment for the Garden Grove Tourism Improvement District for Fiscal Year 2020-21, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

PUBLIC HEARING – APPROVAL OF THE 2020-2025 FIVE-YEAR CONSOLIDATED PLAN, AND THE FISCAL YEAR 2020-2021 ACTION PLAN REGARDING THE CITY'S HOUSING NEEDS (F: 117.10D) (XR: 57.1)

Following staff's presentation, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council.

Speakers: Nicholas Dibs

There being no further response from the audience, the public hearing was declared closed.

Following City Council comments, it was moved by Mayor Pro Tem O'Neill, seconded by Council Member D. Nguyen that:

The 2020-2025 Five-year Consolidated Plan and the Fiscal Year 2020-21 Action Plan for the use of funding from the U.S. Department of Housing and Urban Development (HUD), be accepted; and

Staff be directed to transmit the Plans to HUD.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

PUBLIC HEARING – ADOPTION OF THE 2020-24 ORANGE COUNTY ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (2020-24 AI) (F: 23.21)

Following staff's presentation, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council.

Speakers: Nicholas Dibs

There being no further response from the audience, the public hearing was declared closed.

Following City Council comments, it was moved by Council Member Bui, seconded by Council Member Klopfenstein that:

The 2020-24 Orange County Analysis of Impediments to Fair Housing Choice be adopted; and

Staff be directed to post the document on the City's website.

The motion carried by a 6-1 vote as follows:

Ayes: (6) D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill,
Jones
Noes: (1) Brietigam

ADOPTION OF A RESOLUTION APPROVING AN UPDATED PURCHASING POLICY AND PROCEDURE MANUAL (F: 127.3) (XR: 127.9)

Following staff introduction and City Council questions, it was moved by Council Member K. Nguyen, seconded by Council Member Klopfenstein that:

Resolution No. 9646-20 entitled: A Resolution of the City Council of the City of Garden Grove approving the revised Purchasing Policy and Procedure Manual, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

ADOPTION OF BUDGET RESOLUTIONS AMENDING FISCAL YEAR 2020-21 BUDGETS

Following an introduction by City Manager Stiles, Police Chief DaRè and Community Services Director John Montanchez provided an overview of social programs provided to the community through the Police Department and the Community Services Department. Following the community program overview, Finance Director Patricia Song and Budget Manager Ann Eifert introduced a report and provided a PowerPoint presentation on the Fiscal Year 2020-21 amended budget.

Following City Council comments, it was moved by Council Member K. Nguyen, seconded by Council Member Brietigam that:

Resolution No. 9648-20 entitled: A Resolution of the City Council of the City of Garden Grove appropriating fund balances as of June 30, 2020, to reserves for future year re-appropriation, be adopted;

Resolution No. 9650-20 entitled: A Resolution of the City Council of the City of Garden Grove adopting an appropriations limit for Fiscal Year 2020-21 implementing Article XIII B of the State Constitution as amended by Proposition 111 pursuant to Section 7900 et seq. of the Government Code, be adopted; and

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones

Noes: (0) None

Following staff introduction and City Council discussion, it was moved by Mayor Pro Tem O'Neill, seconded by Council Member K. Nguyen that:

The City Manager or authorized designee be authorized to execute the contract on behalf of the City and to make minor modifications as appropriate; and

The City Manager or authorized designee be authorized to execute amendments to the contract, including the authorization to increase the compensation to a higher amount not to exceed ten percent of the total contract amount, provided sufficient funds are available.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes: (0) None

SECOND READING OF ORDINANCE NO. 2916 (F: 60.11)

(As approved earlier in the meeting, it was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem O'Neill, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)

Following the City Clerk reading of the title, and City Council questions, it was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Ordinance No. 2916 entitled: An Ordinance of the City Council of the City of Garden Grove establishing the amount of money for paramedic services that must be raised by an ad valorem tax override and the setting of the tax rate of said override, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K. Nguyen, O'Neill, Jones
Noes: (0) None

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

SUMMARY OF THE CARES ACT FUNDING ALLOCATION AS REQUESTED BY CITY
MANAGER STILES (F: 117.2A)

Assistant City Manager/Community and Economic Development Department Director Lisa Kim, provided a summary of the CARES Act funding and how the funding will be utilized by the City. The Summary included programs eligible for grant funding, funding amounts, funding allocation, description and goals. Total CARES Act Funds plus pending grant applications total \$16,620,012 for distribution among qualifying programs.

CONSIDERATION OF IMPLICIT BIAS TRAINING MODULE FOR CITY COUNCIL, CITY COMMISSIONERS, AND CIVILIAN CITY EMPLOYEES AS REQUESTED BY THE CITY COUNCIL (F: 10.8) (XR: 78.1)

Following staff introduction and City Council discussion, it was moved by Council Member K. Nguyen, seconded by Council Member Klopfenstein that:

The Implicit Bias Training Module selected by staff be approved and that Council Member K. Nguyen test the module prior to the release of training to the City Council, Commissioners, and civilian City employees.

After further discussion, Council Member K. Nguyen amended her motion to continue the item and bring it back as an action item at the next meeting to allow her to review the Module with the City Manager and report back to the City Council.

The amended motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

PUBLIC SAFETY AD HOC COMMITTEE UPDATE AS REQUESTED BY COUNCIL MEMBERS KIM NGUYEN, STEPHANIE KLOPFENSTEIN, AND DIEDRE THU-HA NGUYEN

This update was tabled to the next City Council meeting.

DISCUSSION REGARDING OPPOSITION LETTER TO CALIFORNIA ASSEMBLY CONSTITUTIONAL AMENDMENT NO. 5 (ACA 5), AS REQUESTED BY COUNCIL MEMBER PATRICK PHAT BUI (F: 67.2)

Council Member Bui provided a letter he composed addressed to the California State Senate in opposition to ACA 5, and asked for support from the Mayor and Council Members to sign the letter.

Following City Council discussion, Council Member Brietigam stated that this is State legislation over which the City has no jurisdiction; Council Member D. Nguyen indicated that regardless of legislation, individuals are responsible for personal scholastic achievement; and Council Member K. Nguyen cautioned her colleagues from taking any position on this matter stating spreading disinformation hurts communities of color. Mayor Jones offered that Council Members who would like to sign the opposition letter, to let Council Member Bui know.

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER
(Continued)

Council Member Bui stated he is pleased to report that the Enterprise Resource Planning (ERP) project is on time and on budget. He commended the Finance Department and staff who participated with this project. The ERP system will begin July 1st and he is looking forward to a status report on the progress.

City Manager Stiles stated that street sweeping citations have resumed; however, late fees for water bills will be delayed until early July. Garden Grove is up to a 74

percent response rate for the 2020 Census, which is far above the State wide response rate of 62 percent.

ADJOURNMENT

At 1:23 a.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, July 14, 2020, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 7/14/2020
 (*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
6-18-20 Payroll Warrants	7/7/2020	Warrants	6-18-20_Payroll_Warrants.pdf
7-2-20 Payroll Warrants	7/7/2020	Warrants	7-2-20_Payroll_Warrants.pdf

184114	GRANT A NOBLE	893.29	184115	JUDITH A MOORE	1861.59
184116	DIANE BELAIR	1796.13	184117	DARIEL TAPIA	889.32
184118	MICHAEL F ROCHA	1961.95	184119	DAMIAN JESUS CHAVEZ	623.57
184120	ARTHUR J FLORES	2309.59	184121	EDWIN O THURMAN JR	904.66
184122	STEVEN E GOMEZ	892.98	184123	ARNULFO GUZMAN JR	477.43
184124	JOHN DANG	146.41	184125	RUDY A ROCHA	575.91
184126	WILLIAM ALLISON	4391.87	184127	COMMUNITY HEALTH CHARITI	45.00
184128	GARDEN GROVE POLICE ASSO	1670.00	D366142	GEORGE S BRIETIGAM III	262.05
D366143	PHAT T BUI	9.74	D366144	STEVEN R JONES	155.73
D366145	STEPHANIE L KLOPFENSTEIN	80.18	D366146	DIEDRE THU HA NGUYEN	278.70
D366147	KIM B NGUYEN	280.23	D366148	JOHN R O'NEILL	297.25
D366149	PAMELA M HADDAD	1550.96	D366150	SHAWN S PARK	2233.02
D366151	SCOTT C STILES	6522.81	D366152	MARIA A STIPE	5286.95
D366153	MEENA YOO	2251.05	D366154	AMANDA M POLLOCK	1552.86
D366155	TERESA L POWEROY	3112.84	D366156	LIZABETH C VASQUEZ	2362.46
D366157	VERONICA AVILA	1991.07	D366158	JEFFREY P DAVIS	2050.53
D366159	NOELLE N KIM	2010.93	D366160	MISSY M MENDOZA	255.14
D366161	MARIE L MORAN	2468.07	D366162	ANA E PULIDO	3919.06
D366163	KRISTY H THAI	2199.42	D366164	SHAUNA J CARRENO	3807.38
D366165	VY D HO	2209.43	D366166	DANNY HUYNH	3549.11
D366167	VILMA C KLOESS	2337.88	D366168	IVY LE	2517.33
D366169	TAMMY LE	1380.03	D366170	LINDA MIDDENDORF	2483.87
D366171	MARIA A NAVARRO	2555.02	D366172	PHUONG VIEN T NGUYEN	2097.99
D366173	QUANG NGUYEN	2431.81	D366174	TINA T NGUYEN	2139.92
D366175	THYANA T PHI	2570.16	D366176	MARIA RAMOS	2215.95
D366177	TANYA L TO	1416.26	D366178	CUONG K TRAN	2213.65
D366179	ELAINE TRUONG	1532.24	D366180	THANH-NGUYEN VO	1532.22
D366181	SYLVIA GARCIA	1962.89	D366182	YUAN SONG	4433.91
D366183	KAREN M HARRIS	2771.41	D366184	CHRISTI C MENDOZA	897.44
D366185	TREVOR G SMOUSE	2227.97	D366186	JANET J CHUNG	2473.12
D366187	ANN C EIFERT	3177.91	D366188	MARGARITA A ABOLA	1761.07
D366189	MARY ANN M ALCANCIA	2880.68	D366190	MARISA ATIN RAMOS	1969.85
D366191	ROBERT W MAY	1241.78	D366192	SHAWNA A MCDONOUGH	1411.57
D366193	HEIDY Y MUNOZ	3040.10	D366194	SELAMAWIT NIGATU	2210.00
D366195	MY TRA VO	2093.83	D366196	LIGIA ANDREI	1596.84
D366197	ARIANA B BAUTISTA	1642.27	D366198	KAREN J BROWN	652.88
D366199	CORINNE L HOFFMAN	2368.03	D366200	CHELSEA E LUKAS	1906.70
D366201	EDWARD E MARVIN JR	1616.59	D366202	ANGELA M MENDEZ	1592.35
D366203	JENNIFER L PETERSON	1764.31	D366204	ANH PHAM	1578.62
D366205	EVA RAMIREZ	1865.20	D366206	ALEXIS B ROMERO	1847.07
D366207	JAIME F CHAVEZ	1570.80	D366208	GARY F HERNANDEZ	1592.84
D366209	NEAL M MANALANSAN	1715.45	D366210	DANIEL J SANCHEZ	1577.04
D366211	SANDRA E SEGAWA	3365.06	D366212	ALANA R CHENG	3017.42
D366213	PAUL GUERRERO	2543.31	D366214	LISA L KIM	4709.48
D366215	JULIE A ASHLEIGH	1829.76	D366216	MICHAEL G AUSTIN	2347.70
D366217	RYTA M CRAMER	2231.44	D366218	CHRISTOPHER J CRANDALL	2690.90
D366219	BRYSON T DAHLHEIMER	2106.86	D366220	RYAN J DAKE	2010.26
D366221	DAVID A DENT	3913.48	D366222	TODD C HARTWIG	2536.69

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D366223	RALPH V HERNANDEZ	2231.03	D366224	ARMANDO HERRERA JR.	840.75
D366225	AARON J HODSON	2116.22	D366226	DONALD E LUCAS	2777.20
D366227	SVETLANA MOURE	2078.02	D366228	PHU T NGUYEN	3604.08
D366229	LORENA J QUILLA-SOULES	2538.99	D366230	PEDRO ROQUE	2229.74
D366231	JAKE P TRAN	567.58	D366232	MARCO A VALADEZ	1037.46
D366233	CHRISTOPHER CHUNG	2597.92	D366234	PRIT J KASKLA	1821.48
D366235	HUONG Q LY	1852.90	D366236	LEE W MARINO	3962.93
D366237	MARIA L MARTINEZ	2431.87	D366238	MARIA C PARRA	2913.15
D366239	MONICA COVARRUBIAS	3271.16	D366240	GRACE E LEE	2329.90
D366241	AMEENAH ABU-HAMDIYYAH	1791.44	D366242	GREG BLODGETT	2993.16
D366243	ROY N ROBBINS	2812.14	D366244	TIMOTHY E THRONE	1865.20
D366245	MICHAEL C BOS	2023.57	D366246	DANIEL J CANDELARIA	4057.22
D366247	VINCENT L DE LA ROSA	2171.02	D366248	KAMYAR DIBAJ	1171.02
D366249	ALICIA M HOFER	1783.39	D366250	NICOLAS C HSIEH	3176.56
D366251	ROSEMARIE JACOT	2000.68	D366252	SHAN L LEWIS	2120.90
D366253	NAVIN B MARU	3388.30	D366254	JUAN C NAVARRO	2626.57
D366255	MICHAEL F SANTOS	3150.27	D366256	MARK P UPHUS	2874.37
D366257	JOSE A VASQUEZ	2337.81	D366258	ANA G VERGARA NEAL	2532.29
D366259	DAI C VU	3855.62	D366260	KHANG L VU	3077.70
D366261	CHRISTOPHER L ALLEN	1641.69	D366262	JOSHUA J ARIONUS	1924.35
D366263	ALEJANDRO BANUELOS	1759.80	D366264	JAN BERGER	2305.26
D366265	ROBERT P BERMUDEZ	608.83	D366266	TIM P CANNON	3557.78
D366267	CARINA M DAN	2043.44	D366268	RYAN H DAVIS	1588.41
D366269	KATHLEEN N DELFIN	971.59	D366270	RONALD W DIEMERT	1937.07
D366271	CHRIS N ESCOBAR	3429.37	D366272	JEREMY J GLENN	1374.84
D366273	ALEJANDRO GONZALEZ	2854.17	D366274	MICHAEL J GRAY	1654.39
D366275	LARRY GRIFFIN	2599.27	D366276	ROBERT A HAENDIGES	3514.10
D366277	RYAN S HART	1933.41	D366278	EDWARD A HUY	2445.50
D366279	VIDAL JIMENEZ	1287.71	D366280	LIYAN JIN	2504.05
D366281	SAMUEL K KIM	3733.54	D366282	AMANDA LE LAI	757.40
D366283	REBECCA PIK KWAN LI	3572.47	D366284	DAVID MA'AE	2046.59
D366285	ALFREDO MARTINEZ	1598.47	D366286	TYLER MEISLAHN	1885.53
D366287	JESSE K MONTGOMERY	4150.75	D366288	JUSTIN M MORRIS	1284.15
D366289	STEVEN J MOYA JR	2080.95	D366290	BASIL G MURAD	3152.01
D366291	KIRK L NATLAND	1202.57	D366292	DUC TRUNG NGUYEN	1950.58
D366293	CORNELIU NICOLAE	2945.97	D366294	ANDREW I ORNELAS	2133.79
D366295	DAVID A ORTEGA	2880.83	D366296	CELESTINO J PASILLAS	2656.26
D366297	WILLIAM F PEARSON	2904.65	D366298	JESSICA J POLIDORI	3026.70
D366299	CHRISTOPHER B PRUDHOMME	1239.63	D366300	ESTEBAN H RODRIGUEZ	1846.30
D366301	LES A RUITENSCHILD	3389.31	D366302	JONATHAN RUIZ	2030.23
D366303	ALEXIS SANTOS	1335.18	D366304	ADRIAN M SARMIENTO	2518.98
D366305	ALBERT TALAMANTES JR	1846.91	D366306	MINH K TRAN	1820.63
D366307	ALEJANDRO VALENZUELA JR	1188.16	D366308	ALEJANDRO N VALENZUELA	2045.35
D366309	RONALD J WOLLAND	1242.51	D366310	VICTOR K YERGENSEN	4117.29
D366311	ALICE K FREGOSO	1824.31	D366312	ALICIA R GARCIA	683.01
D366313	RAQUEL K MANSON	2566.18	D366314	WILLIAM E MURRAY JR	6795.28
D366315	EMILY H TRIMBLE	1814.82	D366316	ALFRED J AGUIRRE	2752.95
D366317	EDWARD D AMBRIZ GARCIA	535.68	D366318	RODOLPHO M BECERRA	2108.25

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D366319	RAYMOND A BUCHLER	1400.10	D366320	EDGAR A CANO	1207.26
D366321	ALBERT J CARRISOZA	1692.28	D366322	GABRIELA R CONTRERAS	4194.76
D366323	JULIE T COTTON	1675.50	D366324	ERIC M ESPINOZA	1681.25
D366325	ALBERT R EURS II	2356.35	D366326	ROBERT J FRANCO	721.06
D366327	CASEY G GIROUARD	1371.74	D366328	HERMILO HERNANDEZ	1552.52
D366329	DARNELL D JERRY	830.35	D366330	BRENT KAYLOR	2093.25
D366331	MARK W LADNEY	3293.31	D366332	RAUL LEYVA	2717.49
D366333	DIEGO A MEJIA	1752.37	D366334	RIGOBERTO MENDEZ	475.06
D366335	STEVEN T ORTIZ	2236.47	D366336	PHILLIP Q PHAM	744.35
D366337	RICHARD L PINKSTON	2381.83	D366338	JOSE J ROMAN	631.97
D366339	ALEXIS P TARIN	4067.52	D366340	STEVE J TAUANU'U	2602.17
D366341	SUSAN VITALI	1055.84	D366342	IOAN ANDREI	975.55
D366343	SYLVESTER A BABINSKI IV	1587.45	D366344	DONEISHA L BELL	805.92
D366345	JEFFREY G CANTRELL	2144.88	D366346	JULIA ESPINOZA	1200.54
D366347	CECELIA A FERNANDEZ	1170.51	D366348	CONRAD A FERNANDEZ	986.11
D366349	DIANA GOMEZ	827.33	D366350	JORGE GONZALEZ	1127.06
D366351	MICHAEL R GREENE	1931.78	D366352	RONALD D GUSMAN	982.97
D366353	GLORIA A HARO	1138.04	D366354	ERIC W JOHNSON	1175.87
D366355	LEONEL A LAMAS	872.04	D366356	KHUONG NGUYEN	1183.04
D366357	DELFRADO C REYES	1183.04	D366358	RAFAEL ROBLES	1457.76
D366359	ADRIANNA M RODRIGUEZ	1038.46	D366360	RODERICK THURMAN	1621.18
D366361	EVARISTO VERA	1625.10	D366362	RICHARD L WILLIAMS	2108.14
D366363	ANSELMO AGUIRRE	1860.13	D366364	DOMINIC CAMERA	707.53
D366365	PHILLIP J CARTER	2390.87	D366366	RICK L DUVAL	2393.44
D366367	AARON R HANSEN	1989.82	D366368	HUY HOA HUYNH	2083.91
D366369	MATTHEW D ILFELD	1252.01	D366370	BRYAN D KWIATKOWSKI	1854.18
D366371	DANIEL C MOSS	1230.36	D366372	ROLANDO QUIROZ	1847.47
D366373	RICARDO SALDIVAR	530.93	D366374	WILLIAM A SOTO	1704.95
D366375	LUIS A TAPIA	2134.91	D366376	MICHAEL W THOMPSON	3475.28
D366377	JOSEPH E TRUJILLO	1500.45	D366378	WILLIAM J WHITE	1986.16
D366379	JESSE GUZMAN	1845.42	D366380	MARK M KHALIL	2170.42
D366381	BRETT A MEISLAHN	2125.03	D366382	DOUGLAS A MOORE	2065.86
D366383	ANDREW J MORELAND	523.52	D366384	AUSTIN H POWELL	2051.80
D366385	MELVIN P REED	1854.85	D366386	STEPHEN D SUDDUTH	1983.27
D366387	TIMOTHY WALLINGFORD	2051.43	D366388	SOMELIA K GOUNTOUMA	1993.67
D366389	ALBERT J HOLMON III	3223.77	D366390	VICTOR T BLAS	2152.98
D366391	FRANK X DE LA ROSA	1823.41	D366392	JOSE GOMEZ	1879.17
D366393	MICHAEL V GUERRERO	1426.53	D366394	BRENT W HAYES	2886.86
D366395	FRANK D HOWENSTEIN	2273.07	D366396	ALLEN G KIRZHNER	2895.88
D366397	BRANDON S NUNES	1332.77	D366398	STEPHEN PORRAS	3153.25
D366399	JESSE VIRAMONTES	2234.76	D366400	JOHN ZAVALA	3281.42
D366401	STEPHANIE AMBRIZ	452.58	D366402	JOSELYN D AVALOS	586.86
D366403	REBECCA J BAILOR	435.73	D366404	SARAH M BAIRD	757.39
D366405	GABRIELLA E BALANDRAN	60.09	D366406	JOSUE BARREIRO MENDOZA	2553.77
D366407	DYLAN J BOGGAN	36.06	D366408	RACHEL M CAMARENA	1840.45
D366409	RENE CAMARENA	1791.21	D366410	VICTORIA M CASILLAS	1777.86
D366411	RACHAEL M CHOATE	214.89	D366412	AMANDA D CROSS	1578.16
D366413	GISELL L CRUZ	530.36	D366414	KENNETH E CUMMINGS	195.15

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D366415	MARLY DELGADO CHAVEZ	520.20	D366416	GABRIELA DIAZ	450.57
D366417	LORENE U DO-LE	99.75	D366418	MARK C FREEMAN	2809.04
D366419	JARED D GARCIA	187.30	D366420	JACOB R GRANT	2261.22
D366421	LAUREN E HULL	452.58	D366422	KALYSTA N LOPEZ	48.07
D366423	ELAINE M MA'AE	2386.62	D366424	JOHANA L MALDONADO	401.27
D366425	LORENA OCHOA MCINTYRE	2224.43	D366426	JESUS MEDINA	1735.15
D366427	JUAN MEDINA	2036.45	D366428	JOHN A MONTANCHEZ	4464.57
D366429	KIRSTEN K NAKAISHI	568.20	D366430	JACOB J NEELY	556.82
D366431	NOEL N NICHOLAS	991.34	D366432	JENNIFER GODDARD NYE	2611.82
D366433	GABRIELA O'CADIZ-HERNAND	2834.07	D366434	NANCY A OCAMPO	132.20
D366435	STEPHANIE ORTIZ	198.32	D366436	CHRISTIAN PANGAN	95.64
D366437	NICKOLE PAUL	60.09	D366438	JANET E PELAYO	3198.28
D366439	ARIELLE PICKRELL	467.02	D366440	ALEXA PRADO	204.32
D366441	SHADY S PUAILOA	648.34	D366442	JENAVIE QUINTERO	13.93
D366443	SUGEIRY REYNOSO	2219.49	D366444	MARINA Y ROMERO	1836.83
D366445	MARIA D ROSALES	397.66	D366446	TANYA ROSAS	83.58
D366447	DANA MARIE SAUCEDO	2695.02	D366448	EMERON J SCHLUMBERGER	454.77
D366449	REBECCA S SMITH	146.27	D366450	KENNETH P TRAVIS III	397.03
D366451	CLAUDIA VALDIVIA	2973.06	D366452	JEFFREY VAN SICKLE	2125.07
D366453	PAUL E VICTORIA	1093.95	D366454	JACOB D VIRAMONTES	96.15
D366455	MORRIS B SPELL	2605.96	D366456	THOMAS R DARE	5598.38
D366457	CAROLE A KANEGAE	2185.58	D366458	VINCENTE J VAICARO	3451.85
D366459	CLAUDIA ALARCON	2967.18	D366460	KRISTEN A BACKOURIS	1493.44
D366461	SHARON S BAEK	1877.12	D366462	RAY E BEX	3806.87
D366463	GENA M BOWEN	1712.00	D366464	JESENIA CAMPOS	1969.29
D366465	BRIAN D DALTON	2813.38	D366466	NICHOLAS A DE ALMEIDA LO	2754.98
D366467	AMIR A EL-FARRA	3969.58	D366468	HELENA ELSSOUSOU	2382.75
D366469	PATRICK E GILDEA	4664.89	D366470	BRIAN C GIRGENTI	2998.44
D366471	AI KELLY HUYNH	2195.62	D366472	MICHAEL J JENSEN	3175.28
D366473	ALLYSON T LE	1463.71	D366474	KEIRA LONG	4720.48
D366475	MATTHEW P MARCHAND	2948.20	D366476	LINDA M MORIN	3698.74
D366477	PHILLIP H PHAM	2385.84	D366478	JOHN E REYNOLDS	3969.58
D366479	ASHLEY C ROJAS	1576.46	D366480	REYNA ROSALES	1710.49
D366481	ROBERT M STEPHENSON III	3670.08	D366482	MICHAEL J VISCOMI	4783.30
D366483	GIOVANNI ACOSTA	2667.31	D366484	PEDRO R ARELLANO	5103.88
D366485	TIMOTHY R ASHBAUGH	2417.10	D366486	ALFREDO R AVALOS	4045.36
D366487	COLLIN E BAKER	1782.85	D366488	RENE BARRAZA	3249.34
D366489	BEAU A BERENGER	3302.95	D366490	SUMMER A BOGUE	1923.46
D366491	RENZO CHUMBE	2222.00	D366492	DARRYL B CORTEZ JR.	2193.23
D366493	GARY L COULTER	2525.50	D366494	CHARLIE DANIELEY III	1788.92
D366495	ISAAC DAVILA	1964.03	D366496	RONALD A DOSCHER	998.52
D366497	BROC D DUDLEY	2309.45	D366498	STEPHEN C ESTLOW	974.67
D366499	JESUS FAJARDO	2932.29	D366500	HECTOR FERREIRA JR	2256.90
D366501	KARI A FLOOD	2115.95	D366502	ROBERT D FRESENIUS	2004.20
D366503	JASON S FULTON	2066.43	D366504	JOSEPH P GROSS JR	5547.72
D366505	TRAVIS J HADDEN	2813.67	D366506	JOSE D HERRERA	3231.95
D366507	JASON A HOWARD	2737.79	D366508	KIRK P HURLEY	2021.83
D366509	DONALD J HUTCHINS	3284.30	D366510	NICKOLAS K JENSEN	2707.95

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D366511	VICTORIA A JORDAN	2154.38	D366512	CHAD B KIM	2156.56
D366513	TIMOTHY P KOVACS	3961.57	D366514	MICHAEL J LANG	2546.00
D366515	RAFAEL M LEE	705.79	D366516	MARK A LORD	3238.63
D366517	RYAN M LUX	4238.45	D366518	JORGE L MAZON	2729.98
D366519	JEREMY N MORSE	2839.69	D366520	MICHAEL A MOSER	2845.46
D366521	MITCHEL S MOSSER	2690.42	D366522	AARON S NELSON	3183.40
D366523	JASON S PERKINS	3643.37	D366524	COREY T POLOPEK	2448.36
D366525	SINDY RAMIREZ OROZCO	2585.95	D366526	JOHN E RANEY	4003.96
D366527	THOMAS S REED	2356.54	D366528	DANIELLE E RIEDL	2432.92
D366529	AARON T SHIPLEY	2063.67	D366530	SHAYLEN L SIMONS	2123.46
D366531	CHARLES W STARNES	2477.13	D366532	SAMUEL K TOMA	2011.78
D366533	EDGAR VALENCIA	3257.73	D366534	ROYCE C WIMMER	4650.17
D366535	SARAH A WRIGHT	2298.31	D366536	COLE A YNIGUEZ	1856.06
D366537	MARCOS R ALAMILLO	3854.76	D366538	BOBBY B ANDERSON	2836.69
D366539	FRANCISCO AVALOS JR	2207.22	D366540	JOHN F BANKSON	3192.56
D366541	JOSHUA K BEHZAD	2321.13	D366542	EVAN S BERESFORD	2668.96
D366543	TROY F BOWMAN	2199.65	D366544	JEFFREY A BROWN	3522.04
D366545	RYAN V BUSTILLOS	3146.69	D366546	JOHN CASACCIA II	3223.98
D366547	JUAN C CENTENO	5284.34	D366548	JEROME L CHEATHAM	3008.88
D366549	HAN J CHO	4572.94	D366550	BRIAN M CLASBY JR	2837.79
D366551	JULIO C CORTEZ	2175.61	D366552	JUAN L DELGADO JR	3550.85
D366553	KEVIN DINH	2754.90	D366554	TAYLOR M DUARTE	2018.60
D366555	OTTO J ESCALANTE	5610.40	D366556	JOSHUA N ESCOBEDO	2702.38
D366557	MICHELLE N ESTRADA-MONSA	2266.80	D366558	GEORGE R FIGUEREDO	1933.39
D366559	SEAN M GLEASON	3639.55	D366560	KYLE N HALEY	2086.84
D366561	EFRAIN A JIMENEZ JR	2227.74	D366562	CODY M JOHNSON	2203.23
D366563	ROBERT J KIVLER	1700.08	D366564	ARION J KNIGHT	2998.82
D366565	PETER M KUNKEL	4317.30	D366566	ERICK LEYVA	3903.12
D366567	RAFAEL LOERA JR	2625.08	D366568	JESSE A LUCATERO	2526.83
D366569	ROBERTO MACHUCA	2158.33	D366570	TAYLOR A MACY	2608.70
D366571	GIANLUCA F MANIACI	3090.35	D366572	BRYAN J MEERS	4211.60
D366573	NATHAN D MORTON	2737.49	D366574	PATRICK W MURPHY	2159.09
D366575	PATRICK J MUSCHETTO	2661.25	D366576	JEFFREY C NGUYEN	2832.13
D366577	JOSHUA T OLIVO	3729.78	D366578	STEVEN TRUJILLO ORTIZ	2031.95
D366579	EMMANUEL PEREZ	1846.94	D366580	OMAR F PEREZ	2087.88
D366581	LUIS A QUIROZ	1731.04	D366582	LUIS F RAMIREZ	3146.54
D366583	DANIEL RODRIGUEZ	2386.34	D366584	ALFREDO SALGADO JR.	2018.60
D366585	CHRISTOPHER M SHELIGREN	2617.85	D366586	PAUL W ASHBY	3286.24
D366587	THOMAS A CAPPS	2170.04	D366588	MICHAEL K ELHAMI	3737.93
D366589	DANNY G JUAREZ	1507.39	D366590	DANNY J MIHALIK	2898.58
D366591	JASON M MURO	3251.08	D366592	RON A REYES	3204.04
D366593	ROCKY F RUBALCABA	3753.88	D366594	LINO G SANTANA	6113.18
D366595	DUO XU	1251.91	D366596	JOHN J YERGLER	2822.81
D366597	CHRISTOPHER M EARLE	2925.01	D366598	BENJAMIN M ELIZONDO	2725.83
D366599	KRISTOFER D KELLEY	2578.68	D366600	NICHOLAS A LAZENBY	2942.20
D366601	CHARLES H LOFFLER	3109.71	D366602	BRADLEY A LOWEN	2569.87
D366603	RYAN R RICHMOND	1749.34	D366604	GAREY D STAAL	3222.19
D366605	AARON J COOPMAN	3216.56	D366606	MICHAEL E GERDIN	2469.20

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D366607	TROY HALLER	4072.96	D366608	JASON L JOHNSON	2460.83
D366609	RAUL MURILLO JR	4177.48	D366610	ERIC T RUZIECKI	3158.91
D366611	SEAN M SALAZAR	6727.18	D366612	LISA A BELTHIUS	139.30
D366613	RANDY G CHUNG	379.41	D366614	COURTNEY P CIBOSKY	2762.44
D366615	ADAM B COUGHRAN	200.98	D366616	CHRISTOPHER C DOVEAS	220.76
D366617	DANIEL S EDWARDS	407.37	D366618	EDWARD K KIM	187.46
D366619	EDUARDO C LEIVA	4443.35	D366620	JOHN O OJEISEKHOBIA	301.83
D366621	JOSEPH D VARGAS	428.46	D366622	CARL J WHITNEY	4678.50
D366623	ANDREW N BUI	419.69	D366624	TANNER C DE PADUA	477.86
D366625	JOSEPH A GARCIA	419.67	D366626	SERGIO J JIMENEZ TAVAREZ	149.23
D366627	KENTON TRAN	430.69	D366628	CALEB I VAUGHN	360.60
D366629	TYLER D VU	432.67	D366630	KAREN D BRAME	994.52
D366631	KENNETH L CHISM	1779.72	D366632	PAUL E DANIELSON	1863.73
D366633	KORY C FERRIN	3606.29	D366634	JAMES D FISCHER	1158.48
D366635	VICTORIA M FOSTER	1633.95	D366636	GONZALO GONZALEZ JR	1877.58
D366637	THI A HUYNH	2722.77	D366638	KENNETH E MERRILL	539.36
D366639	DOUGLAS A PLUARD	3557.66	D366640	JOSEPH A T PURSLEY	1938.07
D366641	LEVI JOENIEL SILVA	1822.49	D366642	RICHARD A ALVAREZ-BROWN	3080.76
D366643	RICHARD O BURILLO	3935.69	D366644	FLOR DE LIS ELIZONDO	1025.33
D366645	PATRICIA C FLINN	2529.68	D366646	BAO TINH THI LE	1113.64
D366647	RAQUEL D MATA	952.53	D366648	REBECCA S MEEKS	2722.12
D366649	JONATHAN B WAINWRIGHT	3160.24	D366650	DAVID C YOUNG	3632.74
D366651	MARIA A ALCARAZ	2145.47	D366652	MADELINE M ALVARADO	1417.34
D366653	MARIA S ATWOOD	1750.09	D366654	RYAN S BERLETH	2031.83
D366655	BRITTANEE N BRANTNER	1617.84	D366656	CARISSA L BRUNICK	1839.33
D366657	TAMMY L CHAURAN-HAIGROV	1523.39	D366658	KRISTINA L CORNETT	1390.70
D366659	RUSSELL B DRISCOLL	1697.49	D366660	VERONICA FRUTOS	834.00
D366661	DAVID L GEORGE	1903.70	D366662	PINKY C HINGCO	2456.00
D366663	SHELBY KEULIAN	1961.88	D366664	LINDALINH THU LY	1397.89
D366665	MARIA C MCFARLANE	2303.23	D366666	DAWN M MONTROYA	1464.36
D366667	TRINA T NGUYEN	1625.38	D366668	JENNIFER V ROMBOUGH	1932.83
D366669	KIMBRA S VELLANOWETH	1807.53	D366670	CHRISTAL L WEYKER	1547.94
D366671	SHANNON M YELENSKY	1682.85	D366672	IRMA A ARELLANO	1790.57
D366673	JAVIER A ARREDONDO	2124.92	D366674	SANDRA M ARROYO	1848.19
D366675	SHYLER R.D. CHAPPELL	1793.83	D366676	JENNIFER A DIX	2858.43
D366677	KATHERINE M FRANCISCO	1454.06	D366678	AMANDA B GARNER	2164.60
D366679	ARCHIE GUZMAN	3163.81	D366680	LAUREN M LADD	2180.96
D366681	ROBERT D LUX	2157.02	D366682	MELISSA MENDOZA-CAMPOS	2349.37
D366683	BRANDY J PARK	2476.09	D366684	CRISTINA V PAYAN	2570.00
D366685	JENNIFER M RODRIGUEZ	2465.09	D366686	TANYA L SAMOFF	2383.72
D366687	SUSAN A I SEYMOUR	2629.44	D366688	NICOLE D SHORROW	3249.96
D366689	MARSHA D SPELLMAN	2777.76	D366690	SPENCER T TRAN	2196.03
D366691	SANTA WARDLE	1660.18	D366692	CHERYL L WHITNEY	1750.05
D366693	DANIEL A CAMARA	2450.27	D366694	RICHARD E DESBIENS	2057.52
D366695	JAMES D FRANKS	2631.26	D366696	PETE GARCIA	2283.26
D366697	ROBERT J GIFFORD	2800.28	D366698	STEVEN H HEINE	942.45
D366699	WILLIAM T HOLLOWAY	3763.36	D366700	GERALD F JORDAN	2750.98
D366701	PATRICK R JULIENNE	3064.16	D366702	JOSEPH L KOLANO	2341.87

**** PAGE TOTAL = 192545.54

D366703	LEA K KOVACS	2537.92	D366704	DEREK M LINK	3368.55
D366705	DAVID LOPEZ	10523.79	D366706	STEVEN W LUKAS	1850.57
D366707	MARIO MARTINEZ JR	4017.78	D366708	ADAM C NIKOLIC	3594.22
D366709	LUIS A PAYAN	3429.61	D366710	TERRA M RAMIREZ	2071.01
D366711	CHRISTIN E ROGERS	2800.73	D366712	BRIAN T STROUD	2938.90
D366713	PAUL M TESSIER	2737.97	D366714	TUONG-VAN NGUYEN VU	1749.32
D366715	DENNIS WARDLE	2482.34	D366716	ADAM D ZMIJA	3887.85
D366717	ANGELA LEDESMA	1908.68	D366718	ERIC A QUINTERO	204.81
D366719	JANNA K BRADLEY	1989.70	D366720	MARY C CERDA	2160.87
D366721	BRANDI M HART	689.65	D366722	LIANE Y KWAN	3207.66
D366723	JANY H LEE	3543.02	D366724	SHERRILL A MEAD	2227.56
D366725	STEPHANIE E RICHARDS	1824.44	D366726	CAITLYN M STEPHENSON	1792.87
D366727	LAURA J STOVER	5600.11	D366728	ANNA L GOLD	1707.67
D366729	KATRENA J SCHULZE	493.04	D366730	MATTHEW T SWANSON	1561.04
D366731	ANTHONY VALENZUELA	1413.63	D366732	CANDY G WILDER	1840.33
D366733	STEVEN F ANDREWS	2256.97	D366734	TERENCE S CHANG	2320.43
D366735	VERNA L ESPINOZA	1864.80	D366736	CESAR GALLO	2968.69
D366737	ERNIE E HINGCO	1755.25	D366738	GEOFFREY A KLOESS	3357.86
D366739	RACHOT MORAGRAAN	3508.21	D366740	NOEL J PROFFITT	3128.34
D366741	ANAND V RAO	4848.14	D366742	ROD T VICTORIA	3164.49
D366743	TERREL KEITH WINSTON	3464.87	D366744	O.C.E.A. GENERAL	2375.20
D366745	O.C.E.A.	1089.61	D366746	POLICE ASSN	16625.38
D366747	SOCAL CREDIT UNION	44760.00	D366748	SOUTHLAND CREDIT UNION	4251.94
W2706	GREAT WEST LIFE #340	96119.83	W2707	GREAT WEST LIFE OBRA#340	2101.18
W2708	INTERNAL REVENUE SERVICE	271166.46	W2709	EMPLOYMENT DEVELOPMENT D	79849.73

**** PAGE TOTAL = 631133.02

TOTAL CHECK PAYMENTS	15	19,439.70
TOTAL DIRECT DEPOSITS	607	1,405,971.95
TOTAL WIRE PAYMENTS	4	449,237.20
GRAND TOTAL PAYMENTS	626	1,874,648.85

Checks #184114 thru #184128, and Direct Deposits #D366142 thru #D366748, and wire #W2706 thru #W2709 presented in the Payroll Register submitted to the Garden Grove City Council 14 JUL 2020, have been audited for accuracy and funds are available for payment thereof.


PATRICIA SONG - FINANCE DIRECTOR

184129	DANNY G JUAREZ	1670.44	184130	JUDITH A MOORE	2235.66
184131	DIANE BELAIR	2336.51	184132	DARIEL TAPIA	994.66
184133	MICHAEL F ROCHA	2230.31	184134	DAMIAN JESUS CHAVEZ	623.57
184135	ARTHUR J FLORES	2340.81	184136	EDWIN O THURMAN JR	911.04
184137	QUINCY DREI M ALBERTO	158.20	184138	VICTOR DE ROSAS	158.20
184139	STEVEN E GOMEZ	946.13	184140	ARNULFO GUZMAN JR	408.81
184141	TAMMY D LE	152.24	184142	LUAN Q NGUYEN	160.20
184143	ETHAN TANG	158.20	184144	SAMANTHA B VARGAS	132.20
184145	JOHN DANG	674.73	184146	RUDY A ROCHA	673.08
184147	WILLIAM ALLISON	4567.17	184148	COMMUNITY HEALTH CHARITI	45.00
184149	GARDEN GROVE POLICE ASSO	1670.00	D366747	CAROL E BECKLES	49.27
D366748	GEORGE S BRIETIGAM III	409.87	D366749	PHAT T BUI	445.07
D366750	STEVEN R JONES	499.29	D366751	STEPHANIE L KLOPFENSTEIN	445.07
D366752	DIEDRE THU HA NGUYEN	414.07	D366753	KIM B NGUYEN	413.05
D366754	JOHN R O'NEILL	445.07	D366755	STEVE R SOLORIO	45.52
D366756	PAMELA M HADDAD	1809.73	D366757	SHAWN S PARK	2583.55
D366758	SCOTT C STILES	7424.15	D366759	MARIA A STIPE	6334.95
D366760	MEENA YOO	2366.95	D366761	AMANDA M POLLOCK	1769.69
D366762	TERESA L POMEROY	3477.97	D366763	LIZABETH C VASQUEZ	2162.79
D366764	VERONICA AVILA	2075.60	D366765	JEFFREY P DAVIS	2611.93
D366766	NOELLE N KIM	2087.94	D366767	MISSY M MENDOZA	255.14
D366768	MARIE L MORAN	2612.29	D366769	ANA E PULIDO	4019.60
D366770	KRISTY H THAI	2319.01	D366771	SHAUNA J CARRENO	2123.53
D366772	VY D HO	1963.11	D366773	DANNY HUYNH	4529.51
D366774	VILMA C KLOESS	2375.34	D366775	IVY LE	2439.24
D366776	TAMMY LE	2056.81	D366777	LINDA MIDDENDORF	2693.63
D366778	MARIA A NAVARRO	2779.41	D366779	PHUONG VIEN T NGUYEN	2491.73
D366780	QUANG NGUYEN	2655.09	D366781	TINA T NGUYEN	2238.63
D366782	THYANA T PHI	2579.15	D366783	MARIA RAMOS	2472.67
D366784	TANYA L TO	2096.95	D366785	CUONG K TRAN	2415.08
D366786	ELAINE TRUONG	2175.51	D366787	THANH-NGUYEN VO	2414.99
D366788	SYLVIA GARCIA	2365.99	D366789	YUAN SONG	5762.15
D366790	KAREN M HARRIS	2951.90	D366791	CHRISTI C MENDOZA	1364.56
D366792	TREVOR G SMOUSE	2390.85	D366793	JANET J CHUNG	3122.16
D366794	ANN C EIFERT	3699.03	D366795	MARGARITA ABOLA	1966.14
D366796	MARY ANN M ALCANCIA	2679.50	D366797	MARISA ATIN RAMOS	1892.76
D366798	ROBERT W MAY	1631.70	D366799	SHAWNA A MCDONOUGH	1487.39
D366800	HEIDY Y MUNOZ	3020.76	D366801	SELAMAWIT NIGATU	2215.53
D366802	MY TRA VO	2031.26	D366803	LIGIA ANDREI	1721.75
D366804	ARIANA B BAUTISTA	1841.86	D366805	KAREN J BROWN	914.03
D366806	CORINNE L HOFFMAN	2881.35	D366807	CHELSEA E LUKAS	1935.37
D366808	EDWARD E MARVIN JR	1947.62	D366809	ANGELA M MENDEZ	1972.06
D366810	JENNIFER L PETERSON	2152.02	D366811	ANH PHAM	2024.05
D366812	EVA RAMIREZ	1925.64	D366813	ALEXIS B ROMERO	1958.17
D366814	JAIME F CHAVEZ	1652.32	D366815	GARY F HERNANDEZ	1622.90
D366816	NEAL M MANALANSAN	1793.76	D366817	DANIEL J SANCHEZ	1775.37
D366818	SANDRA E SEGAWA	3537.49	D366819	ALANA R CHENG	3280.73
D366820	PAUL GUERRERO	3029.18	D366821	LISA L KIM	5239.95

**** PAGE TOTAL = 194622.41

D366822	JULIE A ASHLEIGH	2347.14	D366823	MICHAEL G AUSTIN	2872.58
D366824	RITA M CRAMER	2870.25	D366825	CHRISTOPHER J CRANDALL	2977.63
D366826	BRYSON T DAHLHEIMER	2117.29	D366827	RYAN J DAKE	2302.98
D366828	DAVID A DENT	3939.00	D366829	TODD C HARTWIG	2993.68
D366830	RALPH V HERNANDEZ	2598.36	D366831	ARMANDO HERRERA JR.	840.75
D366832	AARON J HODSON	2163.63	D366833	DONALD E LUCAS	2763.25
D366834	SVETLANA MOURE	2158.18	D366835	PHU T NGUYEN	3720.84
D366836	LORENA J QUILLA-SOULES	2733.99	D366837	PEDRO ROQUE	2482.40
D366838	JAKE P TRAN	553.78	D366839	MARCO A VALADEZ	966.87
D366840	CHRISTOPHER CHUNG	2874.77	D366841	PRIT J KASKLA	1844.18
D366842	HUONG Q LY	1972.63	D366843	LEE W MARINO	3989.02
D366844	MARIA L MARTINEZ	2463.38	D366845	MARIA C PARRA	3541.06
D366846	MONICA COVARUBIAS	3355.41	D366847	GRACE E LEE	2445.74
D366848	AMEENAH ABU-HAMDIYYAH	1723.02	D366849	GREG BLODGETT	3502.91
D366850	ROY N ROBBINS	2966.41	D366851	TIMOTHY E THRONE	1879.38
D366852	MICHAEL C BOS	2449.93	D366853	DANIEL J CANDELARIA	4565.82
D366854	VINCENT L DE LA ROSA	2114.57	D366855	KAMYAR DIBAJ	1481.95
D366856	ALICIA M HOFER	1807.81	D366857	NICOLAS C HSIEH	3787.40
D366858	ROSEMARIE JACOT	2258.53	D366859	SHAN L LEWIS	2259.11
D366860	NAVIN B MARU	4295.01	D366861	JUAN C NAVARRO	2555.30
D366862	MICHAEL F SANTOS	3365.98	D366863	MARK P UPHUS	3975.95
D366864	JOSE A VASQUEZ	3176.56	D366865	ANA G VERGARA NEAL	2664.26
D366866	DAI C VU	4542.22	D366867	KHANG L VU	3925.34
D366868	CHRISTOPHER L ALLEN	2205.56	D366869	JOSHUA ARIONUS	2049.08
D366870	ALEJANDRO BANUELOS	2179.43	D366871	JAN BERGER	2166.17
D366872	ROBERT P BERMUDEZ	1339.82	D366873	TIM P CANNON	3974.02
D366874	CARINA M DAN	2178.38	D366875	RYAN H DAVIS	1611.70
D366876	KATHLEEN N DELFIN	1147.64	D366877	RONALD W DIEMERT	2030.36
D366878	CHRIS N ESCOBAR	2939.09	D366879	JEREMY J GLENN	1384.20
D366880	ALEJANDRO GONZALEZ	2830.89	D366881	MICHAEL J GRAY	2910.42
D366882	LARRY GRIFFIN	2870.03	D366883	ROBERT A HAENDIGES	3213.57
D366884	RYAN S HART	2057.08	D366885	EDWARD A HUY	3099.50
D366886	VIDAL JIMENEZ	1402.33	D366887	LIYAN JIN	2663.23
D366888	SAMUEL K KIM	4108.23	D366889	AMANDA LE LAI	781.00
D366890	REBECCA PIK KWAN LI	4020.51	D366891	DAVID MA'AE	2374.40
D366892	ALFREDO MARTINEZ	1519.30	D366893	TYLER MEISLAHN	1944.53
D366894	JESSE K MONTGOMERY	2763.64	D366895	JUSTIN M MORRIS	1301.06
D366896	STEVEN J MOYA JR	2411.55	D366897	BASIL G MURAD	4126.63
D366898	KIRK L NATLAND	1245.31	D366899	DUC TRUNG NGUYEN	2297.76
D366900	CORNELIU NICOLAE	2897.49	D366901	ANDREW I ORNELAS	3219.81
D366902	DAVID A ORTEGA	2758.66	D366903	CELESTINO J PASILLAS	2893.92
D366904	WILLIAM F PEARSON	3436.01	D366905	JESSICA J POLIDORI	3109.60
D366906	CHRISTOPHER B PRUDHOMME	1503.54	D366907	ESTEBAN H RODRIGUEZ	1657.27
D366908	LES A RUITENSCHILD	3460.40	D366909	JONATHAN RUIZ	2455.56
D366910	ALEXIS SANTOS	1370.79	D366911	ADRIAN M SARMIENTO	4592.64
D366912	ALBERT TALAMANTES JR	1797.96	D366913	MINH K TRAN	2410.14
D366914	ALEJANDRO VALENZUELA JR	1600.44	D366915	ALEJANDRO N VALENZUELA	2298.39
D366916	RONALD J WOLLAND	1795.39	D366917	VICTOR K YERGENSEN	2498.37

**** PAGE TOTAL = 246089.05

D366918	ALICE K FREGOSO	2008.97	D366919	ALICIA R GARCIA	683.01
D366920	RAQUEL K MANSON	3799.31	D366921	WILLIAM E MURRAY JR	6249.44
D366922	EMILY H TRIMBLE	2051.97	D366923	ALFRED J AGUIRRE	2929.48
D366924	GARCIA EDWARD D AMBRIZ	554.01	D366925	RODOLPHO M BECERRA	1952.73
D366926	RAYMOND A BUCHLER	1399.32	D366927	EDGAR A CANO	1180.83
D366928	ALBERT J CARRISOZA	2200.15	D366929	GABRIELA R CONTRERAS	2368.28
D366930	JULIE T COTTON	1899.05	D366931	ERIC M ESPINOZA	1752.69
D366932	ALBERT R EURS II	2786.32	D366933	ROBERT J FRANCO	721.07
D366934	CASEY G GIROUARD	1350.51	D366935	HERMILO HERNANDEZ	1666.59
D366936	DARNELL D JERRY	765.67	D366937	BRENT KAYLOR	2379.56
D366938	MARK W LADNEY	2843.97	D366939	RAUL LEYVA	2934.85
D366940	DIEGO A MEJIA	1782.10	D366941	RIGOBERTO MENDEZ	628.62
D366942	STEVEN T ORTIZ	3458.32	D366943	PHILLIP Q PHAM	759.82
D366944	RICHARD L PINKSTON	2387.63	D366945	JOSE J ROMAN	586.37
D366946	ALEXIS P TARIN	2428.59	D366947	STEVE J TAUANU'U	2803.18
D366948	SUSAN VITALI	1023.73	D366949	IOAN ANDREI	1005.55
D366950	SYLVESTER A BABINSKI IV	1700.49	D366951	DONEISHA L BELL	823.44
D366952	JEFFREY G CANTRELL	2801.91	D366953	JULIA ESPINOZA	1200.54
D366954	CECELIA A FERNANDEZ	1176.38	D366955	CONRAD A FERNANDEZ	986.11
D366956	DIANA GOMEZ	938.01	D366957	JORGE GONZALEZ	1127.06
D366958	MICHAEL R GREENE	2251.19	D366959	RONALD D GUSMAN	936.95
D366960	GLORIA A HARO	1127.37	D366961	ERIC W JOHNSON	1196.58
D366962	LEONEL A LAMAS	872.04	D366963	KHUONG NGUYEN	1183.04
D366964	DELFRADO C REYES	1183.04	D366965	RAFAEL ROBLES	2384.66
D366966	ADRIANNA M RODRIGUEZ	1078.65	D366967	RODERICK THURMAN	1636.98
D366968	EVARISTO VERA	2251.30	D366969	RICHARD L WILLIAMS	3100.60
D366970	ANSELMO AGUIRRE	2080.23	D366971	DOMINIC CAMERA	707.53
D366972	PHILLIP J CARTER	2791.38	D366973	RICK L DUVAL	2529.85
D366974	AARON R HANSEN	2184.74	D366975	HUY HOA HUYNH	2246.65
D366976	MATTHEW D ILFELD	1713.06	D366977	BRYAN D KWIATKOWSKI	1829.08
D366978	DANIEL C MOSS	1427.13	D366979	ROLANDO QUIROZ	2183.45
D366980	RICARDO SALDIVAR	599.17	D366981	WILLIAM A SOTO	1491.51
D366982	LUIS A TAPIA	2421.71	D366983	MICHAEL W THOMPSON	3232.43
D366984	JOSEPH E TRUJILLO	1466.91	D366985	WILLIAM J WHITE	1933.02
D366986	JESSE GUZMAN	2069.83	D366987	MARK M KHALIL	1875.15
D366988	BRETT A MEISLAHN	2095.53	D366989	DOUGLAS A MOORE	2019.09
D366990	ANDREW J MORELAND	615.17	D366991	AUSTIN H POWELL	2022.24
D366992	MELVIN P REED	1743.66	D366993	STEPHEN D SUDDUTH	1510.50
D366994	TIMOTHY WALLINGFORD	2359.81	D366995	SOUHELIA K GOUNTOUNA	2977.64
D366996	ALBERT J HOLMON III	3478.08	D366997	VICTOR T BLAS	2741.57
D366998	FRANK X DE LA ROSA	3248.79	D366999	JOSE GOMEZ	2074.13
D367000	MICHAEL V GUERRERO	1429.36	D367001	BRENT W HAYES	3387.87
D367002	FRANK D HOWENSTEIN	2863.77	D367003	ALLEN G KIRZNER	2378.83
D367004	BRANDON S NUNES	1341.13	D367005	STEPHEN PORRAS	2858.08
D367006	JESSE VIRAMONTES	1813.56	D367007	JOHN ZAVALA	2205.45
D367008	STEPHAINE AMBRIZ	427.71	D367009	JOSELYN D AVALOS	711.86
D367010	REBECCA J BAILOR	567.57	D367011	JOSHUA O BAIRD	201.96
D367012	SARAH M BAIRD	1168.31	D367013	JOSUE BARREIRO MENDOZA	1623.59

**** PAGE TOTAL = 177946.12

D367014	ALEX C BEARD	158.20	D367015	DYLAN J BOGGAN	72.11
D367016	RACHEL M CAMARENA	1965.48	D367017	RENE CAMARENA	2294.97
D367018	VICTORIA M CASILLAS	1935.91	D367019	CARLOS-DAVID G CAZARES	158.20
D367020	RACHAEL M CHOATE	201.96	D367021	ALEXANDRA M COLE	132.20
D367022	AMANDA D CROSS	1614.84	D367023	GISELL L CRUZ	614.63
D367024	KENNETH E CUMMINGS	155.86	D367025	MARLY DELGADO CHAVEZ	496.33
D367026	GABRIELA DIAZ	480.96	D367027	LORENE U DO-LE	132.20
D367028	GRISSELL V EVERASTICO	83.58	D367029	MARK C FREEMAN	3424.77
D367030	JARED D GARCIA	562.68	D367031	JACOB R GRANT	2334.48
D367032	LAUREN E HULL	433.68	D367033	KALYSTA N LOPEZ	60.09
D367034	ELAINE M MA'AE	2499.79	D367035	JOHANA L MALDONADO	284.46
D367036	LORENA OCHOA MCINTYRE	2038.92	D367037	JESUS MEDINA	1842.11
D367038	JUAN MEDINA	2008.07	D367039	JOHN A MONTANCHEZ	5351.02
D367040	KIRSTEN K NAKAISHI	860.34	D367041	JACOB J NEELY	277.54
D367042	ALLEN T NGUYEN	153.24	D367043	NOEL N NICHOLAS	1303.98
D367044	JENNIFER GODDARD NYE	2571.03	D367045	GABRIELA O'CADIZ-HERNAND	3124.09
D367046	NANCY A OCAMPO	30.04	D367047	STEPHANIE ORTIZ	214.34
D367048	CHRISTIAN PANGAN	184.18	D367049	JAMES S PARK	158.20
D367050	NICKOLE PAUL	60.09	D367051	JANET E PELAYO	3365.71
D367052	ARIELLE PICKRELL	1438.16	D367053	ALEXA PRADO	204.32
D367054	SHADY S PUAILLOA	612.22	D367055	JENAVIE QUINTERO	13.93
D367056	SUGEIRY REYNOSO	2446.02	D367057	MARINA Y ROMERO	2018.46
D367058	MARIA D ROSALES	403.67	D367059	TANYA ROSAS	236.82
D367060	DANA MARIE SAUCEDO	2299.01	D367061	EMERON J SCHLUMBERGER	528.75
D367062	GENESIS SERRATOS	160.20	D367063	REBECCA S SMITH	41.79
D367064	SARAH L SMITH	101.69	D367065	SAMUELE M TRAN	158.20
D367066	KENNETH P TRAVIS III	522.36	D367067	CLAUDIA VALDIVIA	3004.04
D367068	JEFFREY VAN SICKLE	2320.17	D367069	CARMEN I VERA	160.20
D367070	PAUL E VICTORIA	1333.29	D367071	JACOB D VIRAMONTES	187.30
D367072	DAVID M WILMES	27.86	D367073	MORRIS B SPELL	3174.86
D367074	THOMAS R DARE	5864.70	D367075	CAROLE A KANEGAE	2354.11
D367076	VINCENTE J VAICARO	4487.01	D367077	CLAUDIA ALARCON	3051.81
D367078	KRISTEN A BACKOURIS	1932.60	D367079	SHARON S BAEK	2041.92
D367080	RAY E BEX	3894.47	D367081	GENA M BOWEN	1840.78
D367082	JESENIA CAMPOS	2051.69	D367083	BRIAN D DALTON	3404.81
D367084	NICHOLAS A DE ALMEIDA LO	3269.09	D367085	AMIR A EL-FARRA	4647.01
D367086	HELENA ELSOUSOU	2741.23	D367087	PATRICK E GILDEA	3984.56
D367088	BRIAN C GIRGENTI	3532.24	D367089	AI KELLY HUYNH	2219.07
D367090	MICHAEL J JENSEN	4465.85	D367091	ALLYSON T LE	1806.54
D367092	MATTHEW P MARCHAND	4744.76	D367093	LINDA M MORIN	3698.74
D367094	PHILLIP H PHAM	2495.01	D367095	JOHN E REYNOLDS	4447.80
D367096	ASHLEY C ROJAS	1605.08	D367097	REYNA ROSALES	1765.38
D367098	ROBERT M STEPHENSON III	3739.87	D367099	MICHAEL J VISCOMI	4147.18
D367100	GIOVANNI ACOSTA	2936.16	D367101	PEDRO R ARELLANO	5289.49
D367102	TIMOTHY R ASHBAUGH	2489.08	D367103	ALFREDO R AVALOS	4278.84
D367104	COLLIN E BAKER	2043.75	D367105	RENE BARRAZA	3804.63
D367106	BEAU A BERENGER	3205.64	D367107	SUMMER A BOGUE	2298.04
D367108	RENZO CHUMBE	3156.29	D367109	DARRYL B CORTEZ JR.	2038.04

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D367110	GARY L COULTER	3051.90	D367111	CHARLIE DANIELEY III	3261.72
D367112	ISAAC DAVILA	2223.00	D367113	RONALD A DOSCHER	782.09
D367114	BROC D DUDLEY	2100.73	D367115	STEPHEN C ESTLOW	1348.97
D367116	JESUS FAJARDO	2695.50	D367117	HECTOR FERREIRA JR	2391.48
D367118	KARI A FLOOD	2243.84	D367119	ROBERT D FRESENIUS	2093.80
D367120	JASON S FULTON	2340.98	D367121	JOSEPH P GROSS JR	2936.93
D367122	TRAVIS J HADDEN	2123.01	D367123	JOSE D HERRERA	3478.47
D367124	JASON A HOWARD	2709.86	D367125	KIRK P HURLEY	2093.80
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D367128	VICTORIA A JORDAN	2090.81	D367129	CHAD B KIM	2183.77
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D367136	JEREMY N MORSE	2782.71	D367137	MICHAEL A MOSER	2300.11
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D367140	JASON S PERKINS	4270.72	D367141	COREY T POLOPEK	2803.28
D367142	SINDY RAMIREZ OROZCO	3053.73	D367143	JOHN E RANEY	3736.70
D367144	THOMAS S REED	2435.68	D367145	DANIELLE E RIEDL	2475.78
D367146	AARON T SHIPLEY	2094.62	D367147	SHAYLEN L SIMONS	2140.24
D367148	CHARLES W STARNES	2640.30	D367149	SAMUEL K TOMA	2216.80
D367150	EDGAR VALENCIA	3386.09	D367151	ROYCE C WIMMER	4394.36
D367152	SARAH A WRIGHT	2267.89	D367153	COLE A YNIGUEZ	2093.80
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D367156	FRANCISCO AVALOS JR	2072.46	D367157	JOHN F BANKSON	3360.20
D367158	JOSHUA K BEHZAD	2559.10	D367159	EVAN S BERESFORD	3432.69
D367160	TROY F BOWMAN	2147.20	D367161	JEFFREY A BROWN	4112.87
D367162	RYAN V BUSTILLOS	3053.21	D367163	JOHN CASACCIA II	3679.81
D367164	JUAN C CENTENO	5416.86	D367165	JEROME L CHEATHAM	2785.02
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D367172	OTTO J ESCALANTE	5594.29	D367173	JOSHUA N ESCOBEDO	3036.03
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D367204	THOMAS A CAPPS	2903.17	D367205	MICHAEL K ELHAMMI	5739.82

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D367206	DANNY J MIHALIK	4424.47	D367207	JASON M MURO	4825.00
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D367230	COURTNEY P CIBOSKY	2833.86	D367231	ADAM B COUGHRAN	298.83
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D367234	EDWARD K KIM	907.26	D367235	EDUARDO C LEIVA	5821.10
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D367258	RICHARD A ALVAREZ-BROWN	3305.86	D367259	RICHARD O BURILLO	4082.48
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D367262	BAO TINH THI LE	1113.64	D367263	RAQUEL D MATA	512.83
D367264	REBECCA S MEEKS	3796.86	D367265	JONATHAN B WAINWRIGHT	4152.55
D367266	DAVID C YOUNG	3897.26	D367267	MARIA A ALCARAZ	2352.33
D367268	MADELINE M ALVARADO	1443.41	D367269	MARIA S ATWOOD	1669.92
D367270	RYAN S BERLETH	2014.27	D367271	BRITTANEE N BRANTNER	1555.41
D367272	CARISSA L BRUNICK	1764.54	D367273	TAMMY L CHAURAN-HAIRGROV	1660.63
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D367276	VERONICA FRUTOS	1646.57	D367277	DAVID L GEORGE	2135.45
D367278	PINKY C HINGCO	2465.06	D367279	SHELBY KEUILIAN	1901.72
D367280	LINDALINH THU LY	1464.93	D367281	MARIA C MCFARLANE	2527.72
D367282	DAWN M MONTVOA	1982.36	D367283	TRINA T NGUYEN	1942.75
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D367288	IRMA A ARELLANO	1807.11	D367289	JAVIER A ARREDONDO	2119.88
D367290	SANDRA M ARROYO	1860.74	D367291	SHYLER R.D. CHAPPELL	1801.95
D367292	JENNIFER A DIX	2610.43	D367293	KATHERINE M FRANCISCO	1887.90
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D367296	LAUREN M LADD	1812.26	D367297	ROBERT D LUX	2348.36
D367298	MELISSA MENDOZA-CAMPOS	3166.19	D367299	BRANDY J PARK	2747.57
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D367302	TANYA L SAMOFF	3280.40	D367303	SUSAN A I SEYMOUR	2548.15
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D367314	STEVEN H HEINE	1638.82	D367315	WILLIAM T HOLLOWAY	3453.53
D367316	GERALD F JORDAN	2815.21	D367317	PATRICK R JULIENNE	3243.05
D367318	JOSEPH L KOLANO	3149.65	D367319	LEA K KOVACS	3319.98
D367320	DEREK M LINK	3934.51	D367321	DAVID LOPEZ	3026.41
D367322	STEVEN W LUKAS	2009.66	D367323	MARIO MARTINEZ JR	5207.95
D367324	ADAM C NIKOLIC	5689.44	D367325	LUIS A PAYAN	3345.14
D367326	TERRA M RAMIREZ	2882.10	D367327	CHRISTIN E ROGERS	3095.37
D367328	BRIAN T STROUD	3526.75	D367329	PAUL M TESSIER	2893.63
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D367332	ADAM D ZMIJA	3936.65	D367333	ANGELA LEDESMA	2106.40
D367334	ERIC A QUINTERO	473.26	D367335	JANNA K BRADLEY	2625.63
D367336	MARY C CERDA	2246.71	D367337	BRANDI M HART	556.94
D367338	LIANE Y KWAN	3226.73	D367339	JANY H LEE	3661.24
D367340	SHERRILL A MEAD	2258.34	D367341	STEPHANIE E RICHARDS	1759.93
D367342	CAITLYN M STEPHENSON	1863.15	D367343	LAURA J STOVER	5644.60
D367344	ANNA L GOLD	1779.44	D367345	KATRENA J SCHULZE	1128.58
D367346	MATTHEW T SWANSON	1561.73	D367347	ANTHONY VALENZUELA	1693.20
D367348	CANDY G WILDER	2244.58	D367349	STEVEN F ANDREWS	2964.14
D367350	TERENCE S CHANG	2678.01	D367351	VERNA L ESPINOZA	1921.83
D367352	CESAR GALLO	2813.72	D367353	ERNIE E HINGCO	2046.70
D367354	GEOFFREY A KLOESS	3543.01	D367355	RACHOT MORAGRAAN	3777.79
D367356	NOEL J PROFFITT	3681.07	D367357	ANAND V RAO	5688.63
D367358	ROD T VICTORIA	2366.56	D367359	TERREL KEITH WINSTON	3639.81
D367360	O.C.E.A. GENERAL	2375.20	D367361	O.C.E.A.	1089.61
D367362	POLICE ASSN	16625.38	D367363	SO CAL CREDIT UNION	44760.00
D367364	SOUTHLAND CREDIT UNION	4251.94		GREAT WEST LIFE 457 #340	16323.07
W2711	GREAT WEST LIFE OBRA#340	2623.85	W2710		298453.82
W2713	EMPLOYMENT DEVELOPMENT D	90921.29	W2712	INTERNAL REVENUE SERVICE	

*** PAGE TOTAL = 642960.21

TOTAL CHECK PAYMENTS	21	23,247.16
TOTAL DIRECT DEPOSITS	618	1,516,188.34
TOTAL WIRE PAYMENTS	4	408,322.03
GRAND TOTAL PAYMENTS	643	1,947,757.53

Checks #184129 thru #184149, and Direct Deposits #D366747 thru #D367364, and wire #W2710 thru #W2713 presented in the Payroll Register submitted to the Garden Grove City Council 14 JUL 2020, 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: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Adoption of a Resolution to adopt a Vehicle Miles Traveled Threshold and Traffic Impact Analysis Guidelines, as recommended by the Planning Commission. (Action Item) Date: 7/14/2020

OBJECTIVE

For the City Council to hold a public hearing and consider adoption of a Resolution as recommended by the Planning Commission to adopt a Vehicle Miles Traveled (VMT) threshold of significance to comply with the California Environmental Quality Act (CEQA) as well as adopting Traffic Impact Analysis Guidelines for VMT and Level of Service Assessment (LOS).

BACKGROUND

In 2013, former Governor Jerry Brown signed Senate Bill 743 (SB 743). SB 743 addressed a variety of topics and was designed to better promote statewide policies that: (a) combat climate change by reducing greenhouse gas emissions and particulates; (b) encourage infill development and a diversity of uses instead of sprawl; and (c) promote multi-modal transportation networks.

To implement these goals, SB 743, among other things, addressed the methodology to identify transportation impacts under CEQA. For CEQA purposes, transportation impacts have generally been measured by automobile delay or congestion, otherwise known as "Level of Service". SB 743 required the CEQA guidelines to be amended to establish an alternative method for evaluating transportation impacts.

On December 28, 2018, the Office of Administrative Law approved a comprehensive update to the CEQA Guidelines, including the selection of VMT as the new method to analyze CEQA transportation impacts. Automobile delay, or LOS, may no longer be used to determine significant transportation effects under CEQA.

VMT focuses on the overall miles traveled by vehicles within a region. This approach has an added inherent emphasis on reducing greenhouse gas emissions

throughout the State because the State believes it will not be possible to meet long-term climate goals without reducing VMT. All cities in the State of California are required to use VMT analysis in their CEQA documents no later than July 1, 2020.

The City has contracted with Fehr & Peers, a firm with extensive experience in VMT analysis, to assist in reviewing and developing appropriate VMT thresholds and guidelines for the City of Garden Grove.

DISCUSSION

After working with Fehr & Peers, it is recommended that the City adopt the California Office of Planning and Research's currently recommended VMT threshold: a 15 percent reduction below existing baseline conditions.

Fehr & Peers also provided recommendations regarding: (1) VMT analysis methodology; and (2) potential VMT mitigation strategies. The City's selected VMT threshold, analysis methodology, and potential mitigation strategies have been incorporated in the City's proposed Traffic Impact Analysis Guidelines for VMT and LOS Assessment (Exhibit A).

In addition, the City's General Plan was reviewed to determine if it is consistent with the legislative intent of SB 743. The following goals and policies support the three goals of SB 743:

1. Promotion of Infill Development
 - a. Policy LU-1.9, LU-1.10 AQ-5.2: Coordinate land use planning with existing or planned public facilities
2. Promotion of Active Transportation
 - a. Policy CIR-6.1: Supports the Master Plan of Bikeways
 - b. Policy CIR-5.1, CIR-IMP-10E, CIR-IMP-10F, AQ-3.2, AQ-IMP-3C: Promote, expand, and enhance transit service
 - c. Policy CIR-5.3, CIR-5.4, CIR-6.3, CIR-IMP-6C, AQ-IMP-2B, AQ-IMP-3D, AQ-4.1: Promotes, expands, and enhances active transportation modes
3. Reducing Greenhouse Gases (GHG)
 - a. Policy CIR-4.2, CIR-4.3, CIR-10.3, CIR-11.5: Reduce miles travelled by residents and employees
 - b. Policy CIR-5.5, CIR-IMP-5A – CIR-IMP-5C, CIR-IMP-10D, CIR-IMP-11C, CIR-IMP-11D, AQ-IMP-1B: Promote Transportation Demand Management (TDM) Measures

These Policies are shown in more detail in Exhibit C.

The adoption of VMT thresholds for CEQA purposes does not preclude the City from using LOS analysis for non-CEQA purposes, such as to evaluate consistency with the City's General Plan and Congestion Management Plan requirements.

CEQA Guidelines Section 15308 (Actions by a Regulatory Agency for Protection of the Environment), exempts from CEQA actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration,

enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. (Cal. Code Regs., tit. 14, § 15308). When a municipality enacts a regulation pursuant to its police powers to promote the general welfare, the municipality is said to be acting in its “regulatory” capacity within the meaning of CEQA Guidelines Section 15308. (*Save the Plastic Bag Coalition v. City and County of San Francisco* (2013) 222 Cal.App.4th 863.) Here, the City’s adoption of the TIA Guidelines for VMT and LOS Assessment are meant to enhance and protect the environment, and will be compliant with SB 743 by reducing greenhouse gas emissions, promoting infill development, and promoting multi-modal transportation networks. Moreover, the TIA Guidelines will be used in the City’s regulatory process (CEQA process) that involves procedures for the protection of the environment. Therefore, the City’s adoption of the TIA Guidelines is exempt pursuant to CEQA Guidelines Section 15308.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing;
- Adopt the Resolution adopting a Vehicle Miles Traveled threshold related to transportation analysis for California Environmental Quality Act compliance as well as adopting Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment; and
- Find adoption of the Traffic Impact Analysis Guidelines exempt from CEQA pursuant to CEQA Guidelines Section 15308.

Dai C. Vu, P.E., Traffic Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Planning Commission Draft Minute Excerpt June 18, 2020	6/25/2020	Minutes	VMT_Draft_PC_Minute_Excerpt_6-18-20_PC_(1).doc
Resolution	7/9/2020	Resolution	7-14-20_VMT_Resolution.pdf
Exhibit A-Traffic Impact Analysis Guidelines	7/7/2020	Exhibit	Garden_Grove_TIA_Guidelines_Final.docx
Exhibit B - Traffic Impact Analysis	6/30/2020	Exhibit	TIA_Attachment_B_- _CAPCOA_ARB_TDM_Strategy_Review_(4).pdf
Exhibit C - General Plan Policies	6/30/2020	Exhibit	Exhibit_C_-_General_Plan_Policies.pdf

DRAFT MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

PUBLIC HEARING – VEHICLE MILES TRAVELED (VMT) THRESHOLD

Applicant: CITY OF GARDEN GROVE

Date: June 18, 2020

Request: The Planning Commission will consider and make a recommendation to City Council regarding adoption of a Vehicle Miles Traveled (VMT) threshold related to transportation analysis for California Environmental Quality Act compliance as well as adopting Local Guidelines for implementation pursuant to Senate Bill 743.

Action: After a brief presentation by the Consultant, and with no speakers during the public hearing portion, the Planning Commission recommended City Council approve a resolution to adopt a Vehicle Miles Traveled (VMT) threshold related to transportation analysis for California Environmental Quality Act (CEQA) compliance as well as a Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service. Speaker(s): Dai Vu, Spencer Reed (Consultant).

Motion: Le Second: Perez

Ayes: (6) Le, Lehman, Nguyen, Perez, Ramirez, Soeffner

Noes: (0) None

Abstain: (1) Lindsay

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING
"VEHICLE MILES TRAVELED" THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF
ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT AND TRAFFIC IMPACT ANALYSIS GUIDELINES FOR
VEHICLE MILES TRAVELED AND LEVEL OF SERVICE ASSESSMENT

WHEREAS, the California Environmental Quality Act Guidelines ("CEQA Guidelines") encourage public agencies to develop and publish generally applicable "thresholds of significance" to be used in determining the significance of a project's environmental effects;

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as "an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant";

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance for general use must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence;

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted or recommended by other public agencies provided that the decision of the agency is supported by substantial evidence;

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects;

WHEREAS, in 2018, the Governor's Office of Planning and Research ("OPR") proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled ("VMT") – meaning the amount and distance of automobile travel attributable to a project – as the most appropriate metric to evaluate a project's transportation impacts;

WHEREAS, as a result, automobile delay, as measured by "level of service" ("LOS") and other similar metrics, will no longer constitute a significant environmental effect under CEQA;

WHEREAS, the City of Garden Grove, following internal study and a public review process consisting of a staff presentation and public hearing before the Planning Commission, wishes to adopt VMT thresholds of significance for purposes

of CEQA consistent with OPR's recommendations and guidelines for analyzing potential transportation impacts of proposed development projects; and

WHEREAS, following a public hearing on June 18, 2020, the Garden Grove Planning Commission recommended the City Council adopt this Resolution; and

WHEREAS, on July 14, 2020, the City Council held a duly noticed public hearing to consider this Resolution, at which all persons interested were given an opportunity to be heard.

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

Section 1. The City of Garden Grove hereby adopts the Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Services Assessment ("Guidelines") that are attached as Exhibit A to this Resolution, including the Vehicle Miles Traveled ("VMT") thresholds of significance for purposes of analyzing transportation impacts under the California Environmental Quality Act ("CEQA") contained therein. The VMT thresholds set forth in the Guidelines are consistent with the California Governor's Office of Planning and Research's ("OPR's") recommendations. These thresholds of significance have been developed through a public review process and are supported by substantial evidence, as required by CEQA Guidelines section 15064.7.

Section 2. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.



City of Garden Grove Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment

FEHR  PEERS

May 2020

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Development of TIA Guidelines

Background Information

SB 743, signed by the Governor in 2013, is changing the way transportation impacts are identified. Specifically, the legislation has directed the Office of Planning and Research (OPR) to look at different metrics for identifying transportation as a California Environmental Quality Act (CEQA) impact. The Final OPR guidelines were released in December 2018 and identified Vehicle Miles Traveled (VMT) as the preferred metric moving forward. The Natural Resources Agency completed the rule making process to modify the CEQA guidelines in December of 2018. The CEQA Guidelines identify that, by July of 2020 all lead agencies must use VMT as the new transportation metric for identifying impacts for land use project.

In anticipation of the change to VMT, the City of Garden Grove undertook the Garden Grove SB 743 Implementation Study to assist with answering important implementation questions about the methodology, thresholds, and mitigation approaches for VMT impact analysis. The study includes the following main components.

- Thresholds Evaluation Memorandum – Potential thresholds Garden Grove can consider when establishing thresholds of significance for VMT assessment
- Analysis Methodologies Memorandum – Recommendations of analysis methodologies for VMT impact screening and analysis
- Mitigation Memorandum – Types of mitigation that can be considered for VMT mitigation

Due to the State of California's July 1, 2020 deadline to adopt VMT impact thresholds, the following components will be completed after July 1, 2020.

- Tools Evaluation Memorandum – Types of tools that could be used to estimate VMT and the pros/cons associated with each tool
- VMT Screening and Mitigation Recommendation Tool – A spreadsheet tool that can be used for VMT screening and mitigation recommendation.

The City of Garden Grove can utilize the information produced through the Implementation Study to adopt a methodology and significance thresholds for use in CEQA compliance. As noted in CEQA Guidelines Section 15064.7(b) below, lead agencies are encouraged to formally adopt their significance thresholds and this is key part of the SB 743 implementation process.

(b) Each public agency is encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. Thresholds of significance to be adopted for general use as part of the lead agency's environmental review process must be adopted by ordinance, resolution, rule, or regulation, and developed through a public review process and be supported by substantial evidence. Lead agencies may also use thresholds on a case-by-case basis as provided in Section 15064(b)(2).

The City of Garden Grove has produced these Transportation Impact Analysis (TIA) Guidelines to outline the specific steps for complying with the new CEQA expectations for VMT analysis and the applicable general plan consistency requirements related to Level of Service (LOS).

It should be noted that CEQA requirements change as the CEQA Guidelines are periodically updated and/or legal opinions are rendered that change how analysis is completed. As such, the City of Garden Grove should continually review their guidelines for applicability and consultants should contact the City to ensure that they are applying the City's most recent guidelines for project impact assessment.

Is Level of Service Still Important?

The City of Garden Grove has LOS standards. The LOS standards apply to discretionary approvals of new land use and transportation projects. Therefore, this TIA guidelines document also includes instructions for vehicle LOS analysis consistent with City requirements.

Traffic Impact Analysis Guidelines

State and Federal laws require the correlation of Land Use Element building intensities in a General Plan with the Circulation Element capacity. A Traffic Impact Analysis (TIA) is required by the City of Garden Grove so that the impact of land use proposals on the existing and future circulation system can be adequately assessed and to ensure that the California Environmental Qualities Act (CEQA) and Congestion Management Program laws and guidelines are met.

The following TIA guidelines identify CEQA based requirements and non-CEQA based requirements intended for any person or entity who is proposing development in the City of Garden Grove and should be used in coordination with the City's Local CEQA Guidelines and Garden Grove Municipal Code to guide the development review process.

For the past several decades, the preparation of a TIA was integrated into the CEQA process, in which the TIA was used primarily to analyze a project's impacts under CEQA using intersection and/or roadway segment levels of service (LOS). However, with the passage of Senate Bill (SB) 743, changes to the TIA process are necessary. Specifically, a TIA may be needed as a stand-alone document which is a requirement of project approval and will include information for the decision makers that is not required as part of the CEQA process.

The purpose of Transportation Impact Analysis (TIA) Guidelines is to provide general instructions for analyzing the potential transportation impacts of proposed development projects. These guidelines present the recommended format and methodology that should generally be utilized in the preparation of TIAs.

CEQA Changes

Since the last TIA Guidelines update completed by the City, SB 743 was signed into law. A key element of this law is the elimination of auto delay, Level of Service (LOS), and other similar measures of vehicular capacity or traffic congestion as a basis for determining significant environmental impacts. This change is intended to assist in balancing the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.

SB 743 includes amendments to current congestion management law that allows cities and counties to effectively opt-out of the LOS standards that would otherwise apply in areas where Congestion Management Plans (CMPs) are still used (including Orange County). Further, SB 743 required the Governor's Office of Planning and Research (OPR) to update the CEQA Guidelines and establish criteria for determining the significance of transportation impacts. In December 2018, OPR released their final recommended guidelines based on feedback from the public, public agencies, and various organizations and individuals. OPR recommended Vehicle Miles Traveled (VMT) as the most appropriate measure of project transportation impacts for land use projects and land use plans. For transportation projects, lead agencies may select their own preferred metric but must support their decision with substantial evidence that complies with CEQA expectations. SB 743 does not prevent a city or county from continuing to analyze delay or LOS outside of CEQA review for other transportation planning or analysis purposes (i.e., general plans, impact fee programs, corridor studies, congestion mitigation, or ongoing network monitoring).

Guidelines Organization

The remainder of this guidelines document is organized as follows. We have attempted to organize this memorandum to provide background information, assessment for congestion management/General Plan Consistency (e.g. LOS analysis), and CEQA assessment (e.g. VMT analysis).

1. Introduction
2. Non-CEQA Transportation Assessment
3. CEQA Assessment - VMT Analysis
4. CEQA Assessment - Active Transportation and Public Transit Analysis
5. Transportation Impact Analysis Format

Introduction

An applicant seeking project approval will submit the proposed project to the City with a planning and land used approval application. After a preliminary review of the project by City Staff, the applicant will be notified by the project planner as to whether or not a TIA is required.

The Traffic Impact Analysis (TIA) should consider changes in both Level of Service (LOS) and VMT .

A TIA which includes LOS analysis shall be required for a proposed project when either the AM or PM peak hour trip generation from the proposed development is expected to exceed 50 vehicle trips. *Traffic study may be required for smaller projects based on land use and location per City's discretion.*

Furthermore, a TIA which includes VMT assessment shall be required for a proposed project that does **NOT** satisfy the identified project screening criteria:

- Transit Priority Areas Screening
- Low VMT-generating Areas Screening
- Project Type Screening

See Section, "CEQA Assessment - VMT Analysis" for details on this screening criteria.

Projects may be screened from VMT analysis and require level-of-service analysis, or vice-versa. In cases where insufficient information is available to make a preliminary assessment of a proposal's effect on traffic, the City Traffic Engineer shall determine, at his or her discretion, whether a TIA will be required.

Non-CEQA Transportation Assessment

Level of Service Analysis Procedure

Traffic analysis should be prepared under the direction and/or by registered traffic engineer, registered civil engineer, or qualified transportation planner. To establish a mutually agreeable scope of work for the traffic analysis, the analyst and project applicant shall meet with Planning Department staff and Traffic Engineering staff to identify study area, assumptions, and methodologies of the traffic analysis. The City Traffic Engineer has the authority to approve or modify the study area, assumptions, and methodologies of the traffic analysis.

Traffic Counts

The traffic analysis should not use any traffic counts that are more than two years old without approval of the City Traffic Engineer. If traffic counts taken within the last two years are not available, then new traffic counts shall be collected by a qualified data collection firm. Turning movement data at the study intersections should be collected in 15-minute intervals during the hours of 7:00 AM to 9:00 AM, and 4:00 PM to 6:00 PM, unless the City Traffic Engineer specifies other hours (e.g., for a signal warrant determination or weekend analysis). Unless otherwise required, all traffic counts should generally be conducted when local schools or colleges are in session, on days of good weather, on Tuesdays through Thursdays during non-Summer months, and should avoid being taken on weeks with a holiday.

Trip Generation

City of Garden Grove will accept the trip generation rate of the latest edition of the Trip Generation Manual published by the Institute of Transportation Engineers. In addition, analysis for a proposed project with trip generation rates not provided in the ITE Trip Generation Manual, may use rates from other agencies or locally approved studies for specific land uses. Documentation supporting the use of these trip generation rates will be required.

The traffic analysis should include justification for trip generation credits such as existing uses, transit, and internal capture. The pass-by traffic credit should be calculated based upon the Institute of Transportation Engineer data or city approved special studies.

Trip Distribution and Assignment

Description of trip distribution and assignment for vehicle trips to and from the site along specific roadways that will be utilized by project generated traffic is required. The basic methodology and assumptions used to develop trip distribution and assignments must be clearly stated and approved by the City Traffic Engineer. The basis for trip distribution should be linked to the demographic or market data in the area and should consider the project's location relative to the regional roadway system.

The trip assignment for the project should be based on existing and projected travel patterns and the future roadway network and its travel time characteristics. The trip assignment should incorporate the trip generation of the project minus the appropriate credits.

Traffic Forecasts

The traffic analysis should include the total traffic which is expected to occur at buildout of proposed project. This means that the analyst preparing the traffic study should include all the cumulative effects of proposed developments as well. The latest version of the Orange County Transportation Analysis Model (OCTAM) should be used to generate future year forecasts. Projects which have been approved or planned, but not built in the vicinity of the proposed project should be verified as included in the latest version of the OCTAM model.

Analysis Methodologies

The City of Garden Grove will use the Intersection Capacity Utilization (ICU) methodology to evaluate the AM and PM peak hour LOS at signalized intersections. The latest version of the Highway Capacity Manual (HCM) methodology will be used to evaluate the AM and PM peak hour LOS at unsignalized intersections. The peak hour will be identified as the highest one-hour period in both AM and PM counted periods, as determined by four consecutive 15-minute count intervals. The following parameters should be used in determining the LOS at the intersections within City of Garden Grove.

ICU Methodology

- A minimum clearance interval of 0.05 of green time
- Lane capacities of 1,700 per hour per lane for through and turn lanes

HCM Methodology

- A peak hour factor (PHF) based on observed conditions will be used for the under existing conditions.
- A PHF of 0.92 will be used for future conditions.

Pedestrian activity should be considered on a case by case basis using reductions in saturation flow rates for affected lanes as determined by sound engineering judgement. The HCM is the best source of guidance for assessment of pedestrian influences on flow rates.

Analysis Scenarios

The following identifies the analysis scenarios that should be evaluated for LOS analysis (at the discretion of the City Traffic Engineer).

- Existing Conditions

Existing traffic conditions: data must have been collected within the previous 2-year period.

- Opening Year

Existing traffic conditions plus ambient growth and traffic from all the development within the study area for which an application has been submitted ("pending projects"), or that have been approved but not yet constructed.

- Opening Year + Project:

Traffic conditions of existing plus ambient growth and approved and pending developments, plus traffic generated by the proposed project.

- Horizon Year:

Build-out of City General Plan combined with build-out of circulation system. OCTAM Build-out projections should be used for this purpose. A General Plan build out analysis is generally required for any project that contributes traffic to an intersection projected to have unacceptable LOS, any project that requires a General Plan Amendment or otherwise proposes development that exceeds the land use intensity assumed for the General Plan, and/or at the discretion of the City Traffic Engineer.

- Horizon Year + Project:

Cumulative traffic conditions of General Plan build-out plus proposed project.

Projects that are to be constructed in more than one phase will require interim year future analysis to address each phase of the development and its associated traffic effects. The year(s) to be analyzed will coincide with the scheduled phasing and will be approved by the City Engineer or designee.

A table is to be included which identifies the forecast LOS for each intersection within the defined study area. This summary table shall present LOS for all scenarios evaluated-including improvements.

Transportation Effects

The acceptable LOS for intersections in the City of Garden Grove is D or better as established in the City's General Plan. Any intersection operating at a LOS of E or F is considered deficient. Signalized intersections will require improvements if one of the following conditions is met:

- The addition of project traffic to an intersection results in the degradation of intersection operations from acceptable operations (LOS D or better to unacceptable operations (LOS E or F).
- The project-related increase in volume-to-capacity ratio (V/C) is equal to or greater than 0.010 at an intersection that is already operating at LOS E or F.

Unsignalized intersections will require improvements if both of the following conditions is met:

- The addition of project traffic to an intersection results in the degradation of overall intersection operations from acceptable operations (LOS D or better) to unacceptable operations (LOS E or F), and
- The intersection meets peak hour signal warrants either caused by project volumes, or project volumes are added at an intersection that meets peak hour signal warrants in the baseline scenario(s). Peak hour signal warrants should be determined based on the latest California Manual on Uniform Traffic Control Devices (CA MUTCD).

The fair share cost for the proposed improvements in the cumulative condition should also be calculated.

On-Site Parking Analysis

A project provides adequate parking capacity if the project meets Garden Grove Municipal Code parking code requirements. Parking studies are required to support deviations from parking code requirements or the use of reciprocal parking. The parking rates to be used are obtained from Title 9 of the Garden Grove Municipal Code. In cases where the code does not address parking rates for a specific land use, or where deviations from code are proposed, documentation must be included provided by the applicant and/or consulting engineer showing how or where the proposed rates were obtained. The parking analysis must demonstrate that proposed parking supply is adequate to accommodate demand. Shared parking evaluations, in accordance with Title 9 of the Garden Grove Municipal Code will be considered when appropriate.

Access and Circulation Analysis

The project's effect on access points and on-site circulation shall be analyzed. The analysis shall, as appropriate, include the following:

- Number of access points proposed for the project site.
- Spacing between driveways and intersections.
- Potential signalization of driveways.
- On-site stacking distance. (Including uses with a drive thru.)
- Shared access.
- Turn conflicts/restrictions.
- Adequate sight distance.
- Driveway improvements.
- Pedestrian connections.
- Any other operational characteristics (as identified by City staff).

If the proposed project is a residential or commercial use with privacy gates, the applicant shall provide a stacking analysis for review and approval. The adequacy of the interface with the arterial network will need to be demonstrated and necessary improvements to adjacent intersections may be required.

CEQA Assessment - VMT Analysis

A key element of SB 743, signed in 2013, is the elimination of automobile delay and LOS as the sole basis of determining CEQA impacts. The updated CEQA Guidelines, released in December 2018, recommend VMT as the most appropriate measure of project transportation impacts. However, SB 743 does not prevent a city or county from continuing to analyze delay or LOS as part of other plans (i.e., the general plan), studies, or ongoing network monitoring.

Analysis Methodology

For purposes of SB 743 compliance, a VMT analysis should be conducted for land use projects as deemed necessary by the City Traffic Engineer and would apply to projects that have the potential to increase the baseline VMT per service population (e.g. population plus employment) for the City of Garden Grove. Normalizing VMT per service population (e.g. creating a rate by dividing VMT by service population) provides a transportation efficiency metric that the analysis is based on. All assumptions and methodologies of the VMT analysis are subject to review by the City Traffic Engineer.

Project Screening

There are three types of screening that may be applied to effectively screen projects from project-level assessment. These screening steps are summarized below:

Step 1: Transit Priority Area (TPA) Screening

Projects located within a TPA¹ may be presumed to have a less than significant impact absent substantial evidence to the contrary. This presumption may **NOT** be appropriate if the project:

1. Has a Floor Area Ratio (FAR) of less than 0.75;
2. Includes more parking for use by residents, customers, or employees of the project than required by the City;
3. Is inconsistent with the applicable Sustainable Communities Strategy (as determined by the lead agency, with input from the Southern California Association of Governments [SCAG]); or

¹ A TPA is defined as a half mile area around an existing major transit stop or an existing stop along a high-quality transit corridor per the definitions below. Public Resources Code § 21099(a)(7)

Pub. Resources Code, § 21064.3 - 'Major transit stop' means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

Pub. Resources Code, § 21155 - For purposes of this section, a 'high-quality transit corridor' means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

4. Replaces affordable residential units with a smaller number of moderate- or high-income residential units.

To identify if the project is in a TPA, the analyst may review TPA map prepared as part of the City of Garden Grove VMT Impact Analysis Methodologies Assessment memorandum. Additionally, the analyst should confirm with all local transit providers that no recent changes in transit service have occurred in the project area (e.g. addition or removal of transit lines, addition or removal of transit stops, or changes to service frequency).

Step 2: Low VMT Area Screening

Residential and office projects located within a low VMT-generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary. In addition, other employment-related and mixed-use land use projects may qualify for the use of screening if the project can reasonably be expected to generate VMT per resident, per worker, or per service population that is similar to the existing land uses in the low VMT area.

For this screening in Garden Grove, the OCTAM travel forecasting model was used to measure VMT performance for individual traffic analysis zones (TAZs). TAZs are geographic polygons similar to Census block groups used to represent areas of homogenous travel behavior. Total daily VMT per service population (population plus employment) was estimated for each TAZ. This presumption may not be appropriate if the project land uses would alter the existing built environment in such a way as to increase the rate or length of vehicle trips. The project applicant should document whether or not any increase to the trip generation rate or length of vehicle trips is expected.

To identify if the project is in a low VMT-generating area, the analyst may review the Origin-Destination (OD) Methodology: Daily VMT per Service Population Compared to County Average screening map prepared as part of the City of Garden Grove VMT Impact Analysis Methodologies Assessment memorandum. Additionally, as noted above, the analyst must identify if the project is consistent with the existing land use (i.e. if the project is proposing single-family housing, there should be existing single-family housing of approximately the same density) within that TAZ and use professional judgement that there is nothing unique about the project that would otherwise be misrepresented utilizing the data from the travel demand model.

Step 3: Project Type Screening

Some project types have been identified as having the presumption of a less than significant impact. The following uses can be presumed to have a less than significant impact absent substantial evidence to the contrary as their uses are local serving in nature:

- Local-serving K-12 schools
- Local parks
- Day care centers
- Local-serving retail uses less than 50,000 square feet, including:

- Gas stations
- Banks
- Restaurants
- Shopping Center
- Local-serving hotels (e.g. non-destination hotels)
- Student housing projects on or adjacent to a college campus
- Local-serving assembly uses (places of worship, community organizations)
- Community institutions (public libraries, fire stations, local government)
- Affordable, supportive, or transitional housing
- Assisted living facilities
- Senior housing (as defined by HUD)
- Local serving community colleges that are consistent with the assumptions noted in the RTP/SCS
- Projects generating less than 110 daily vehicle trips²
 - This generally corresponds to the following “typical” development potentials:
 - 11 single family housing units
 - 16 multi-family, condominiums, or townhouse housing units
 - 10,000 sq. ft. of office
 - 15,000 sq. ft. of light industrial³
 - 63,000 sq. ft. of warehousing³
 - 79,000 sq. ft. of high cube transload and short-term storage warehouse³

Local serving retail projects with a total square footage less than 50,000 square feet may be presumed to have a less than significant impact absent substantial evidence to the contrary. Any project that uses the designation of “local-serving” should be able to demonstrate that its users (employees, customers, visitors) would be existing within the community. The project would not generate new “demand” for the project land uses, but would meet at existing demand that would

² This threshold ties directly to the OPR technical advisory and notes that CEQA provides a categorical exemption for existing facilities, including additions to existing structures of up to 10,000 square feet, so long as the project is in an area where public infrastructure is available to allow for maximum planned development and the project is not in an environmentally sensitive area. (CEQA Guidelines, § 15301, subd. (e)(2).) Typical project types for which trip generation increases relatively linearly with building footprint (i.e., general office building, single tenant office building, office park, and business park) generate or attract an additional 110-124 trips per 10,000 square feet. Therefore, absent substantial evidence otherwise, it is reasonable to conclude that the addition of 110 or fewer trips could be considered not to lead to a significant impact.

³ This number was estimated using rates from ITE’s Trip Generation Manual. Some industrial and warehousing tenants may generate traffic differently than what is documented in ITE. In these cases, documentation of the project generating less than 110 daily trips will be required for review and approval by the City Traffic Engineer.

shorten the distance existing residents, employees, customers, or visitors would need to travel. Local serving retail generally improves the convenience of shopping close to home and has the effect of reducing vehicle travel.

VMT Assessment for Non-Screened Development

Projects not screened through the steps above should complete VMT analysis and forecasting through the OCTAM model to determine if they have a significant VMT impact. This analysis should include both 'project generated VMT' for the project TAZ (or TAZs) and 'project effect on VMT' estimates under the following scenarios. Project generated VMT shall include the VMT generated by the site compared back to the CEQA threshold of significance. The project effect on VMT is the link based VMT for a geographic region which is more appropriate to review to evaluate how these developments change travel behavior in the region.

- Baseline conditions - This data is available from OCTAM.
- Baseline plus project - The project land use would be added to the project TAZ or a separate TAZ would be created to contain the project land uses. A full base year model run would be performed and VMT changes would be isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured. These reasonableness checks are subject to City Traffic Engineer's review. If this scenario results in a less-than-significant impact, then additional cumulative scenario analysis may not be required (more information about this outcome can be found in the Thresholds Evaluation discussion later in this chapter).
- Cumulative no project - This data is available from OCTAM.
- Cumulative plus project - The project land use would either be added to the project TAZ or a separate TAZ would be created to contain the project land uses. The addition of project land uses should be accompanied by a reallocation of a similar amount of land use from other TAZs; especially if the proposed project is significant in size such that it would change other future developments. Land use projects are often represented in the assumed growth of the cumulative year population and employment. It may be appropriate to remove land use growth that represents a project from the cumulative year model to represent the cumulative no project scenario. If project land uses are simply added to the cumulative no project scenario, then the analysis should reflect this limitation in the methodology and acknowledge that the analysis may overestimate the project's effect on VMT.

The model output should include total VMT, which includes all vehicle trips and trip purposes, and VMT per service population (population plus employment). Total VMT (by speed bin) is needed as an input for air quality, greenhouse gas (GHG), and energy impact analysis while total VMT per service population is recommended for transportation impact analysis⁴.

Both “plus project” scenarios noted above will summarize two types of VMT: (1) project generated VMT per service population and comparing it back to the appropriate benchmark noted in the thresholds of significance, and (2) the project effect on VMT, comparing how the project changes VMT on the network looking at citywide VMT per service population comparing it to the no project condition.

In some cases, it may be appropriate to extract the Project-generated VMT using the production-attraction trip matrix. This may be appropriate when a project is entirely composed of retail or office uses, and there is a need to isolate the home-based-work (HBW) VMT for the purposes of isolating commute VMT. The City should evaluate the appropriate methodology based on the project land use types and context.

Project-generated VMT shall be extracted from the travel demand forecasting model using the origin-destination trip matrix and shall multiply that matrix by the final assignment skims. The project-effect on VMT shall be estimated using the City boundary⁵ and extracting the total link-level VMT for both the no project and with project condition.

A detailed description of this process is attached to these guidelines. See Attachment A, “Detailed VMT Forecasting Information”.

CEQA VMT Impact Thresholds

VMT Impacts

VMT thresholds provided below are to be applied to determine potential project generated VMT impacts and project’s effect on VMT impacts.

A project would result in a significant project generated VMT impact if either of the following conditions are satisfied:

1. The baseline project generated VMT per service population exceeds the 15% below the County of Orange baseline VMT per service population, or

⁴ This assumes that the City will use VMT per service population for its impact threshold. If the City decides to isolate VMT by trip purpose, then the City would need to update this section of the recommended guidelines.

⁵ Note – for projects near the City boundary, a different boundary may be more applicable to make sure that VMT effects are not artificially truncated at the City boundary.

2. The cumulative project generated VMT per service population exceeds 15% below the County of Orange baseline VMT per service population

The project's effect on VMT would be considered significant if it resulted in either of the following conditions being satisfied:

1. The baseline link-level boundary Citywide VMT per service population increases under the plus project condition compared to the no project condition, or
2. The cumulative link-level boundary Citywide VMT per service population increases under the plus project condition compared to the no project condition.

Please note that the cumulative no project shall reflect the adopted RTP/SCS; as such, if a project is consistent with the SCAG RTP/SCS, then the cumulative impacts (project effect on VMT) shall be considered less than significant subject to consideration of other substantial evidence.

VTM Mitigation Measures

To mitigate VMT impacts, the following choices are available to the applicant:

1. Modify the project's-built environment characteristics to reduce VMT generated by the project.
2. Implement transportation Demand Management (TDM) measures to reduce VMT generated by the project.
3. Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if available) to reduce VMT from the project or other land uses to achieve acceptable levels.

As part of the Implementation Study, key TDM measures that are appropriate to the region were identified. Measures appropriate for most of the City of Garden Grove are summarized in Attachment B of the City of Garden Grove SB 743 Implementation Mitigation and TDM Strategy Assessment memorandum. These measures are attached to these guidelines. See Attachment B, "Relevant Strategies for Implementation in Garden Grove".

VMT reductions should be evaluated as part of the VMT impact analysis using state-of-the-practice methodologies recognizing that many of the TDM strategies are dependent on building tenant performance over time. As such, actual VMT reduction cannot be reliably predicted and monitoring may be necessary to gauge performance related to mitigation expectations.

When a Project is found to have a significant impact under CEQA, the City of Garden Grove requires developers and the business community to assist in reducing peak hour and total vehicular trips by implementing Transportation Demand Management Plans (TDMs). The potential of a proposed project to reduce VMT through the use of a TDM plan should be addressed in the traffic study.

If a TDM plan is proposed as a mitigation measure for a project, and the traffic study attributes a reduction in peak and total traffic to the TDM plan, the following information must be provided:

1. A detailed description of the major components of the TDM plan and how it would be implemented and maintained on a continuing basis.
2. Case studies or empirical data that supports the anticipated reduction of traffic attributed to the TDM plan.
3. Additional Volume/Capacity ratio calculations that illustrate the circulation benefits of the TDM plan.
4. Enforcement Measures – how it will be monitored and enforced.
5. How it complies with the South Coast Air Quality Management District Regulations.

CEQA Assessment - Active Transportation and Public Transit Analysis

Potential impacts to public transit, pedestrian facilities and travel, and bicycle facilities and travel can be evaluated using the following criteria:

- A significant impact occurs if the project conflicts with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decreases the performance or safety of such facilities.

Therefore, the TIA should evaluate whether a project is consistent with adopted policies, plans, or programs regarding active transportation or public transit facilities, or otherwise increases or decreases the performance or safety of such facilities and make a determination as to whether it has the potential to conflict with existing or proposed facilities supporting these travel modes.

Transportation Impact Study Format

Each Traffic Impact Study submitted to the City of Garden Grove shall contain each of the following elements unless the topic is not applicable. However, items omitted therefrom as “not applicable” shall first be approved by the City.

1. Executive Summary
2. Introduction
3. Existing Street System
4. Project Description and Location
5. LOS Analysis
6. On-Site Parking and Circulation
7. Vehicle Miles Traveled (VMT) Analysis
8. Active Transportation and Public Transit Analysis
9. Appendix

1. Executive Summary

This portion of the report shall present factual and concise information relative to the major issues. Pertinent information in this regard shall include a brief overview of the project, a short discussion of the project’s traffic generation potential, the expected VMT impacts of the project, and a summary of mitigation measures. It should also summarize any deficiencies in roadway LOS and the corresponding proposed improvements.

2. Introduction

The introduction of the report shall include a detailed description of study procedures, a general overview of the proposed project site and study area boundaries, existing and proposed site uses, and existing and proposed roadways and intersections within the defined study area (defined study area to be determined by the City). Exhibits required for this section shall include a regional map showing the project vicinity and a site layout map.

3. Project Description and Location

This section shall expand on information presented in the introduction and shall provide a detailed development scenario and specific project location. Exhibits in this section shall include, at a minimum, a clear illustration of the project in terms of a site plan, its density, adjacent roadways, on-site parking supply, proposed traffic circulation within the project, gross square footage, number of rooms/units, and other descriptors as appropriate.

4. Methodology and Thresholds

Identify the methodology used to calculate LOS and VMT. Include the criteria used for screening projects from project-level VMT analysis, if applicable. Identify the impact threshold for VMT, and the City’s LOS standards for roadways and intersections.

5. LOS Analysis

This should include the Traffic Generation Forecast, Traffic Distribution and Assignment, Traffic Analysis, and identify required improvements described about in "Level of Service Analysis Procedure".

6. On-site Parking, Access, and Circulation Analysis

See the On-Site Parking Analysis on Page 13 and Access and Circulation Analysis on Page 14.

7. Active Transportation and Public Transit Analysis

Refer to Page 24.

8. Vehicle Miles Traveled (VMT) Analysis

Present the Project VMT per service population for all analysis scenarios and the Project effect on VMT for all analysis scenarios. Data should be presented in tabular format. If the project meets the City's VMT screening criteria , this should be documented. All VMT impacts should be identified in accordance with the VMT Impact Thresholds described above. Proposed VMT mitigation measures should be identified.

9. Appendix

Detailed appendix material shall be supplied as part of the report. If the main report is too large to include an appendix, such material shall be provided under a separate and identifiable cover. Typical material in this regard includes VMT and TDM calculations, traffic counts, ICU calculation sheets, fully completed signal warrants, accident diagrams at high accident locations, sketches of proposed roadway improvements, and other information necessary for the City's review of the report.

Attachments

Attachment A: Detailed VMT Forecasting Information

This section provides detailed VMT forecasting instructions for use with the Orange County Traffic Analysis Model (OCTAM) travel demand forecasting model. Please note that Orange County Transportation Authority (OCTA) periodically updates OCTAM and the latest version available should be utilized for VMT assessment in the City of Garden Grove. OCTA is also in the development of a VMT estimation tool for OCTAM. Upon completion of the tool, it should be reviewed for appropriateness for CEQA compliance before use on a City of Garden Grove project.

OCTAM is a trip-based model that generates daily person trip-ends for each TAZ across various trip purposes (Home-based-work, home-based-other, and non-home-based for example) based on population, household, and employment variables. This may create challenges for complying with the VMT guidance because trip generation is not directly tied to specific land use categories. The following methodology addresses this particular challenge among others.

Production and attraction trip-ends are separately calculated for each zone, and generally: production trip-ends are generated by residential land uses and attraction trip-ends are generated by non-residential land uses. Focusing on residential and employment land uses, the first step to forecasting VMT requires translating the land use into model terms, the closest approximations are:

- Residential: home-based production trips
- Employment: home-based work attraction trips

Note that this excludes all non-home-based trips including work-based other and other-based other trips.

The challenges with computing VMT for these two types of trips in a trip-based model are 1) production and attraction trip-ends are not distinguishable after the PA to OD conversion process and 2) trip purposes are not maintained after the mode choice step. For these reasons, it not possible to use the VMT results from the standard vehicle assignment (even using a select zone re-assignment). A separate post-process must be developed to re-estimate VMT for each zone that includes trip-end types and trip purposes. In order to provide the most accurate estimates possible, Garden Grove's recommended approach to estimating VMT is outlined below. Deviating from this approach will require justification and approval from the City Traffic Engineer.

VMT Forecasting Instructions

This approach will calculate total Origin/Destination (OD) VMT using standard OCTAM model output files. The OD method for calculating total VMT includes all vehicle trips that start in a specific traffic analysis zone, and all vehicle trips that end in a specific traffic analysis zone. The major steps of this approach are listed as follows:

- Re-skim final loaded congested networks and adjust the external skim for each mode and time period to account for truncated trips
- Multiply appropriate distance skim matrices by OD trip matrices to estimate VMT by time period

- Sum matrices by time period and mode to calculate daily automobile VMT
- Calculate automobile VMT for individual TAZs

Appropriateness Checks

The number of vehicle trips from the total VMT estimation should match as closely as possible with the results from the traditional model process. The estimated results should be checked against the results from a full model run to understand the degree of accuracy. Note that these custom processes may or may not include full lengths of IX/XI trips (trips with origins or destinations outside of the model roadway network) or special generator trips (airport, seaport, stadium, etc.).

When calculating VMT for comparison at the study area, citywide, or regional geography, the same methodology that was used to estimate project specific VMT should be used. The VMT for these comparisons can be easily calculated by aggregating the row or column totals for all zones that are within the desired geography.

Attachment B: Relevant Strategies for Implementation in Garden Grove

Relevant Strategies for Implementation in Garden Grove Due to Land Use Context

CAPCOA Category	CAPCOA #	CAPCOA Strategy	Appropriate Context?	CAPCOA Reduction	Strength of Substantial Evidence for CEQA Impact Analysis?	New Information Since CAPCOA Was Published in 2010		
						New information	Change in VMT reduction compared to CAPCOA	Literature or Evidence Cited
Land Use/ Location	3.1.3	LUT-3 Increase Diversity of Urban and Suburban Developments	Downtown and suburban	9%-30% VMT reduction due to mixing land uses within a single development	Adequate	1) VMT reduction due to mix of land uses within a single development; 2) Reduction in VMT due to regional change in entropy index of diversity.	1) 0%-12% 2) 0.3%-4%	1) Ewing, R. and Cervero, R. (2010). Travel and the Built Environment - A Meta-Analysis. Journal of the American Planning Association, 76(3), 265-294. Cited In California Air Pollution Control Officers Association. (2010). Quantifying Greenhouse Gas Mitigation Measures. Retrieved from: http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf Frank, L., Greenwald, M., Kavage, S. and Devlin, A. (2011). An Assessment of Urban Form and Pedestrian and Transit Improvements as an Integrated GHG Reduction Strategy. WSDOT Research Report WA-RD 765.1. Washington State Department of Transportation. Retrieved from: http://www.wsdot.wa.gov/research/reports/fullreports/765.1.pdf Nasri, A. and Zhang, L. (2012). Impact of Metropolitan-Level Built Environment on Travel Behavior. Transportation Research Record: Journal of the Transportation Research Board, 2323(1), 75-79. Sadek, A. et al. (2011). Reducing VMT through Smart Land-Use Design. New York State Energy Research and Development Authority. Retrieved from: https://www.dot.ny.gov/divisions/engineering/technical-services/trans-r-and-d-repository/C-08-29%20Final%20Report_December%202011%20%282%29.pdf Spears, S. et al. (2014). Impacts of Land-Use Mix on Passenger Vehicle Use and Greenhouse Gas Emissions- Policy Brief and Technical Background
Land Use/ Location	3.1.5	LUT-5 Increase Transit Accessibility	Downtown only	0.5%-24.6% reduce in VMT due to locating a project near high-quality transit	Adequate	1) VMT reduction when transit station is provided within 1/2 mile of development (compared to VMT for sites located outside 1/2 mile radius of transit). Locating high density development within 1/2 mile of transit will facilitate the use of transit by people traveling to or from the Project site. The use of transit results in a mode shift and therefore reduced VMT. 2)	1) 0%-5.8% 2) 0%-7.3%	1) Lund, H. et al. (2004). Travel Characteristics of Transit-Oriented Development in California. Oakland, CA: Bay Area Rapid Transit District, Metropolitan Transportation Commission, and Caltrans. Tal, G. et al. (2013). Policy Brief on the Impacts of Transit Access (Distance to Transit) Based on a Review of the Empirical Literature. California Air Resources Board. Retrieved from: https://www.arb.ca.gov/cc/sb375/policies/transitaccess/transit_access_brief120313.pdf 2) Zamir, K. R. et al. (2014). Effects of Transit-Oriented Development on Trip Generation, Distribution, and Mode Share in Washington, D.C., and Baltimore, Maryland. Transportation Research Record: Journal of the Transportation Research Board. 2413, 45-53. DOI: 10.3141/2413-05
Neighborhood Site Enhancements	3.2.1	SDT-1 Provide Pedestrian Network Improvements	Downtown and suburban	0%-2% reduction in VMT for creating a connected pedestrian network within the development and connecting to nearby destinations	Adequate	VMT reduction due to provision of complete pedestrian networks.	0.5%-5.7%	Handy, S. et al. (2014). Impacts of Pedestrian Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm
Neighborhood Site Enhancements	3.2.2	SDT-2 Provide Traffic Calming Measures	Downtown and suburban	0.25%-1% VMT reduction due to traffic calming on streets within and around the development	Adequate	Reduction in VMT due to building out a low-stress bike network; reduction in VMT due to expansion of bike networks in urban areas.	0%-1.7%	Zahabi, S. et al. (2016). Exploring the link between the neighborhood typologies, bicycle infrastructure and commuting cycling over time and the potential impact on commuter GHG emissions. Transportation Research Part D: Transport and Environment. 47, 89-103.

Relevant Strategies for Implementation in Garden Grove Due to Land Use Context

CAPCOA Category	CAPCOA #	CAPCOA Strategy	Appropriate Context?	CAPCOA Reduction	Strength of Substantial Evidence for CEQA Impact Analysis?	New Information Since CAPCOA Was Published in 2010		
						New information	Change in VMT reduction compared to CAPCOA	Literature or Evidence Cited
Neighborhood Site Enhancements	3.4.9	TRT-9 Implement Car-Sharing Program	Downtown and suburban	0.4% - 0.7% VMT reduction due to lower vehicle ownership rates and general shift to non-driving modes	Adequate	Vehicle trip reduction due to car-sharing programs; reduction assumes 1%-5% penetration rate. Car sharing effect on VMT is still evolving due to TNC effects. UCD research showed less effect on car ownership due to car sharing.	0.3%-1.6%	Lovejoy, K. et al. (2013). Impacts of Carsharing on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm <i>Need to verify with more recent UCD research.</i>
Parking Pricing	3.3.3	PDT-3 Implement Market Price Public Parking	Downtown only	2.8%-5.5% VMT reduction due to "park once" behavior and disincentive to driving	Adequate	Implement a pricing strategy for parking by pricing all central business district/employment center/retail center on-street parking. It will be priced to encourage park once" behavior. Reduction applies to VMT from visitor/customer trips only	2.8%-14.5%	Clinch, J.P. and Kelly, J.A. (2003). Temporal Variance Of Revealed Preference On-Street Parking Price Elasticity. Dublin: Department of Environmental Studies, University College Dublin. Retrieved from: http://www.ucd.ie/gpep/research/workingpapers/2004/04-02.pdf . Cited in Victoria Transport Policy Institute (2017). Transportation Elasticities: How Prices and Other Factors Affect Travel Behavior. Retrieved from: http://www.vtpi.org/tdm/tdm11.htm Hensher, D. and King, J. (2001). Parking Demand and Responsiveness to Supply, Price and Location in Sydney Central Business District. Transportation Research A. 35(3), 177-196. Millard-Ball, A. et al. (2013). Is the curb 80% full or 20% empty? Assessing the impacts of San Francisco's parking pricing experiment. Transportation Research Part A. 63(2014), 76-92.
Transit System	3.5.3	TST-3 Expand Transit Network	Downtown only	0.1-8.2% VMT reduction in response to increase in transit network coverage	Adequate	Reduction in vehicle trips due to increased transit service hours or coverage.	0.1%-10.5%	Handy, S. et al. (2013). Impacts of Transit Service Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm
Transit System	3.5.4	TST-4 Increase Transit Service Frequency/Speed	Downtown and suburban	0.02%-2.5% VMT reduction due to reduced headways and increased speed and reliability	Adequate	Reduction in vehicle trips due to increased transit frequency/decreased headway.	0.3%-6.3%	Handy, S. et al. (2013). Impacts of Transit Service Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm
Transit System	3.5.1	TST-1 Provide a Bus Rapid Transit System	Downtown only	0.02%-3.2% VMT reduction by converting standard bus system to BRT system	Adequate	No new information identified.	Same	N/A
Commute Trip Reduction	3.4.4	TRT-4 Implement Subsidized or Discounted Transit Program	Downtown only	0.3%-20% commute VMT reduction due to transit subsidy of up to \$6/day	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-1 Implement CTR Program - Voluntary" or "TRT-2 Implement CTR Program - Required Implementation/Monitoring."	1] Reduction in vehicle trips in response to reduced cost of transit use, assuming that 10-50% of new bus trips replace vehicle trips; 2] Reduction in commute trip VMT due to employee benefits that include transit 3] Reduction in all vehicle trips due to	1] 0.3%-14% 2] 0-16% 3] 0.1% to 6.9%	1] Victoria Transport Policy Institute. (2017). Understanding Transport Demands and Elasticities. Online TDM Encyclopedia. Retrieved from: http://www.vtpi.org/tdm/tdm11.htm 2] Carolina, P. et al. (2016). Do Employee Commuter Benefits Increase Transit Ridership? Evidence from the NY-NJ Region. Washington, DC: Transportation Research Board, 96th Annual Meeting. 3] Handy, S. et al. (2013). Impacts of Transit Service Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from:

Relevant Strategies for Implementation in Garden Grove Due to Land Use Context

CAPCOA Category	CAPCOA #	CAPCOA Strategy	Appropriate Context?	CAPCOA Reduction	Strength of Substantial Evidence for CEQA Impact Analysis?	New Information Since CAPCOA Was Published in 2010		
						New information	Change in VMT reduction compared to CAPCOA	Literature or Evidence Cited
Commute Trip Reduction	3.4.6	TRT-6 Encourage Telecommuting and Alternative Work Schedules	Downtown and suburban	0.07%-5.5% commute VMT reduction due to reduced commute trips	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-1 Implement CTR Program - Voluntary" or "TRT-2 Implement CTR Program - Required Implementation/Monitoring."	VMT reduction due to adoption of telecommuting	0.2%-4.5%	Handy, S. et al. (2013). Policy Brief on the Impacts of Telecommuting Based on a Review of the Empirical Literature. California Air Resources Board. Retrieved from: https://www.arb.ca.gov/cc/sb375/policies/telecommuting/telecommuting_brief120313.pdf
Commute Trip Reduction	3.4.3	TRT-3 Provide Ride-Sharing Programs	Downtown and suburban	1%-15% commute VMT reduction due to employer ride share coordination and facilities	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-1 Implement CTR Program - Voluntary" or "TRT-2 Implement CTR Program - Required Implementation/Monitoring."	Commute vehicle trips reduction due to employer ride-sharing programs	2.5%-8.3%	Victoria Transport Policy Institute. (2015). Ridesharing: Carpooling and Vanpooling. Online TDM Encyclopedia. Retrieved from: http://vtpi.org/tdm/tdm34.htm

on-site, 3) traffic circles, 4) diverters, or speed humps, 5) curb extensions, 6) entrance treatments, or other effective traffic management techniques that reduce or eliminate the traffic intrusion impacts.

Policy CIR-3.4 Prioritize circulation improvements that enhance through traffic flow on Major, Modified Major, Primary, and Secondary Arterials that provide parallel routes to residential streets, in order to reduce through traffic during peak commute periods.

Policy CIR-3.5 Require new developments to implement access and traffic management plans that will reduce the potential for neighborhood traffic intrusion through factors such as driveway location, turn restrictions, shuttle bus operations, and/or travel demand strategies.

CIR-IMP-3A Continue to work with citizens to identify and implement appropriate neighborhood traffic management strategies to minimize non-local traffic volumes in residential areas.

CIR-IMP-3B Continue to enforce the City's posted speed limits. To this end, implement vehicular speed awareness programs (e.g., mobile radar trailers, traffic stops, etc.). Particular attention should be focused on those areas immediately adjacent to the Garden Grove Freeway.

Also refer to Goals and Policies in the Community Design Element.

REDUCED VEHICLE TRIPS

Goal CIR-4	A reduction in vehicle miles traveled in order to create a more efficient urban form.
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Policy CIR-4.1 Strive to achieve a balance of land uses whereby residential, commercial, and public land uses are proportionally balanced.

➔ Policy CIR-4.2 Strive to reduce the number of miles traveled by residents to their places of employment.

➔ Policy CIR-4.3 Ensure the reduction in vehicle miles traveled through the approval of mixed use development proposals.

CIR-IMP-4A Encourage the development of mixed use projects as a means of reducing peak commute period traffic.

Also refer to Economic Development Goals 3, 4, and 5 that pertain to the expanding retail offerings in the City, as well as expanding industrial, office and research and development employment sectors in the City.

In addition, refer to implementation measures for Circulation Goals 10 and 11.

ALTERNATIVE FORMS OF TRANSPORTATION

Goal CIR-5	Increased awareness and use of alternate forms of transportation generated in, and traveling through, the City of Garden Grove.
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- ➡ Policy CIR-5.1 Promote the use of public transit.
- Policy CIR-5.2 Continue to work with OCTA to implement and maintain the "Smart Street" corridors in the City to provide improved multi-modal traffic operations along those corridors.
- ➡ Policy CIR-5.3 Provide appropriate bicycle access throughout the City of Garden Grove.
- ➡ Policy CIR-5.4 Provide appropriate pedestrian access throughout the City of Garden Grove.
- ➡ Policy CIR-5.5 Continue to implement the provisions of the Transportation Demand Ordinance.
- ➡ CIR-IMP-5A Promote the use of Transportation Demand Management (TDM) Measures.
- ➡ CIR-IMP-5B Encourage the creation of programs such as Transportation Systems Management (TSM), public transit, carpools/ vanpools, ride-match, bicycling, and other alternatives to the energy-inefficient use of vehicles.
- ➡ CIR-IMP-5C Encourage incentives for the creation and use of car or vanpools for City employees.

BIKEWAYS

Goal CIR-6	A safe, appealing, and comprehensive bicycle network provides additional recreational opportunities for Garden Grove residents and employees.
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- ➡ Policy CIR-6.1 Continue to implement an updated Master Plan of Bikeways and its amendments.
- Policy CIR-6.2 Continue to maintain roadways and remove barriers on streets with bikeway facilities.
- ➡ Policy CIR-6.3 Encourage existing major traffic generators, and new major traffic generators to incorporate facilities, such as bicycle racks and showers, into the development.
- Policy CIR-6.4 Continue to pursue and monitor funding sources for bikeway facilities.
- Policy CIR-6.5 Sponsor bicycle safety and education programs.
- CIR-IMP-6A Encourage the Public Works Department to consider bikeways in their prioritization of re-paving, and street sweeping.
- CIR-IMP-6B Consider amending the City's Zoning Code to require major traffic generators to include bikeway facilities.



- CIR-IMP-6C Provide incentives to developers who incorporate bikeways into developments.
- CIR-IMP-6D Update the existing Master Plan of Bikeways to comply with Caltrans standards in order to qualify for funding of new bikeway facilities.
- CIR-IMP-6E Consider implementing the Safe Routes to schools program to qualify for funding.
- CIR-IMP-6F Maintain awareness of Orange County Transit Authority (OCTA) grant opportunities.
- CIR-IMP-6G Encourage bicycle safety awareness classes at community centers or parks where facilities are currently located.
- CIR-IMP-6H Encourage the placement of signage that educates and informs automobiles and bicyclists that use the facility.

ACCESS AND TRAFFIC FLOW IN PARKING AREAS

Goal CIR-7 Adequate access to appropriate parking areas within the City.

- Policy CIR-7.1 Design safe and efficient vehicular access to properties from arterial streets to ensure efficient vehicular ingress and egress.
- Policy CIR-7.2 Review development plans and encourage designs that consolidate access locations onto streets and provide adequate turn lanes into sites to minimize conflicts with through traffic on adjacent streets.
- Policy CIR-7.3 Continue to evaluate the City's zoning ordinance to ensure that adequate parking, and access to that parking, is provided for all land uses.
- Policy CIR-7.4 Require developments to provide adequate storage for exiting vehicles including multiple turning lanes at signalized access drives to reduce the time needed to exit vehicles from the site and improve intersection operations.
- Policy CIR-7.5 Evaluate and determine restrictions for on-street parking along arterials in the City of Garden Grove.
- CIR-IMP-7A Minimize access on the City's arterials by consolidating driveways and encouraging reciprocal access agreements with adjoining property owners.
- CIR-IMP-7B Require common entries and parking areas for commercial developments facing onto an arterial street. Supplemental drives may be provided on alleys or adjacent collector streets.
- CIR-IMP-7C Create internal circulation and parking area guidelines for new commercial and industrial development, and utilize these guidelines as part of the development review process.
- CIR-IMP-7D Revise the City's parking standards to possibly include: requirements for paid parking, parking at major employment centers, and similar issues.

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| CIR-IMP-7E | Consider the application of parking management tools that may include, but not be limited to: parking fees, provision of peak period street parking, preferential parking, establishment of parking zone permit programs, park and ride lots and shuttle service. |
| CIR-IMP-7F | Consider the prohibition of on-street parking on arterials to increase the traffic capacity and improve vehicular and pedestrian safety. |
| CIR-IMP-7G | Develop a permit parking program for on-street parking in multi-family residential neighborhoods, where feasible and necessary. |

TRUCK TRAFFIC

Goal CIR-8 **Minimized impacts associated with truck traffic through the City, as well as the parking locations of these vehicles.**

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|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policy CIR-8.1 | Continue to enforce the City's adopted truck route system. |
| Policy CIR-8.2 | Prioritize capacity and operational enhancements along designated truck routes. |
| Policy CIR-8.3 | Work with adjacent communities and regional agencies to identify alternative systems for goods movement. |
| Policy CIR-8.4 | Review current goods movement patterns and determine if possible restrictions on hours of truck traffic may reduce impacts to area streets. |
| CIR-IMP-8A | Periodically re-evaluate the City's adopted truck route system to ensure that all truck routes, "large truck routes," and parking locations for these vehicles are appropriate. |

ATTRACTIVE STREETSCAPES

Goal CIR-9 **Improved aesthetic quality and maintenance of arterial highways and local roadways.**

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| Policy CIR9.1 | Strive to achieve adequate funding levels for street and parkway maintenance in each budgetary cycle. |
| Policy CIR-9.2 | Provide landscaped medians and greenbelts along major arterials, highways, and freeways, when economically feasible. |
| Policy CIR-9.3 | Ensure the aesthetic quality and maintenance of facilities within the City under the jurisdiction of other agencies. |
| Policy CIR-9.4 | Target and prioritize street beautification programs along Major arterials within the City. |
| CIR-IMP-9A | Through design guidelines and zoning requirements, require the provision of landscaped medians and parkways for all new development or redevelopment projects. |



CIR-IMP-9B Work with Caltrans to ensure that soundwalls along State facilities are landscaped and maintained with plant materials.

Also refer to related Goals and Policies in the Community Design Element.

INTERJURISDICTIONAL TRANSPORTATION PLANNING

Goal CIR-10	Participation in regional transportation planning efforts to address inter-jurisdictional issues, and maintain competitive advantage in capital improvement funding programs, as appropriate.
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Policy CIR-10.1 Continue to comply with, and participate in, federal, state, and regional planning efforts as a means of maintaining eligibility for future roadway funding, as appropriate.

Policy CIR-10.2 Actively pursue federal, state, and regional funds for local and regional roadway improvements,

→ Policy CIR-10.3 Encourage employers to reduce employee-related travel.

Policy CIR-10.4 Examine the potential impacts to the community associated with county-wide street projects (i.e., effects on property values, increased noise and air quality impacts, potential improvement to marginal commercial areas, etc.)

CIR-IMP-10A Continue to participate in interjurisdictional planning forums, in order to coordinate circulation improvements in the area.

CIR-IMP-10B Continue to foster coordination with adjoining cities and regional agencies, as well as utility companies and transportation agencies with right-of-ways within the City, in order to facilitate transit opportunities.

CIR-IMP-10C Continue to investigate the possibility of park-and-ride facilities within the City.

→ CIR-IMP-10D Support ride sharing, flexible work scheduling, and telecommuting for City employees, as well as for major businesses and industries within the City.

→ CIR-IMP-10E Investigate the feasibility of an intra-City van or municipal bus service for shopping, recreation, and other transportation needs of residents, workers, and the transit dependent.

→ CIR-IMP-10F Pursue every effort possible the investigation and development of a fix rail/light rail transit system to connect downtown Anaheim to Huntington Beach with various stops along the route, which would run through the Cities of Anaheim, Stanton, Garden Grove, Westminster and Huntington Beach. The investigation should consider the use of diesel- or electric-powered railcars for the rail transit system, such as a diesel multiple unit (DMU), which is a self-propelled commuter rail passenger car that is capable of pulling additional coaches.

TRANSPORTATION PLAN COMPLIANCE

Goal CIR-11	Continued compliance with regional congestion management, transportation demand, traffic improvement, air quality management, and growth management programs.
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- Policy CIR-11.1 Strive to facilitate compliance with the Congestion Management Program (CMP).
- Policy CIR-11.2 Continue compliance with Measure M, as amended.
- Policy CIR-11.3 Continue to meet Measure M requirements to ensure the City's eligibility to receive Measure M funds.
- Policy CIR-11.4 Continue to investigate the possibility of park-and-ride facilities within the City.
- Policy CIR-11.5 Encourage employers to reduce employee-related travel.
- CIR-IMP-11A Continue land use coordination through the utilization of standardized traffic impact analysis methodologies.
- CIR-IMP-11B Agree to expend all Measure M revenues within all three years of receipt.
- CIR-IMP-11C Continue to encourage major employers to use van pools and other high occupancy vehicles (HOVs) for home to work journeys.
- CIR-IMP-11D Continue to encourage employers to use vans, small buses, and other HOVs to link work places with potential park-and-ride facilities and transit centers.
- CIR-IMP-11E Encourage the provision of convenient eating and recreational facilities on-site for businesses employing more than 100 people.
- CIR-IMP-11F Encourage businesses to establish incentives and regulations to spread work trips over a longer period to reduce peak period congestion.

MEASURE M DEVELOPMENT PHASING AND MONITORING PROGRAM

Goal CIR-12	A Citywide development phasing and monitoring program, as required by Measure M.
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- Policy CIR-12.1 Continue to require for all new development or redevelopment projects a development phasing plan that phases approval of development commensurate with required improvements.
- CIR-IMP-12A Ensure that adequate time is allocated to design and construct infrastructure, specifically transportation improvements, for approved development projects.
- CIR-IMP-12B Maintain the annual performance monitoring program of the development phasing plans within the City.



Policy LU-1.7	Encourage the design of new commercial developments as integrated centers, rather than as small individual strip developments.
Policy LU-1.8	Discourage strip commercial development and encourage a pattern of alternating land uses along major arterials with "nodes" of commercial development either separated or mixed with other uses such as residential, industrial, or institutional.
→ Policy LU-1.9	Designate areas for urban land uses where adequate levels of public facilities and services exist or are planned.
→ Policy LU-1.10	Promote future patterns of urban development and land use that reduce infrastructure construction costs and make better use of existing and planned public facilities.
LU-IMP-1A	Evaluate proposed amendments to the General Plan Land Use Diagram (Exhibit LU-3) to consider the effects such amendments will have on the City's ability to achieve its goals.
LU-IMP-1B	Amend the Zoning Code to implement mixed use zoning districts that provide development standards for mixed use development, which should address minimum density and intensity requirements; allowable uses; horizontal and/or vertical mix of uses, building heights; and parking standards.
LU-IMP-1C	Evaluate mixed use projects to ensure that there is an adequate mix of uses on the site and in the area.

NEIGHBORHOOD PRESERVATION

Goal LU-2	Stable, well-maintained residential neighborhoods in Garden Grove.
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Policy LU-2.1	Protect residential areas from the effects of potentially incompatible uses. Where new commercial or industrial development is allowed adjacent to residentially zoned districts, maintain standards for circulation, noise, setbacks, buffer areas, landscaping and architecture, which ensure compatibility between the uses.
Policy LU-2.2	Strive to provide a diverse mix of housing types, along with uniformly high standards of residential property maintenance to preserve residents' real estate values and their high quality of life.
Policy LU-2.3	Prohibit uses that lead to deterioration of residential neighborhoods, or adversely impact the safety or the residential character of a residential neighborhood.
Policy LU-2.4	Assure that the type and intensity of land use shall be consistent with that of the immediate neighborhood.
Policy LU-2.5	Continue to provide rehabilitation assistance to those neighborhoods where it is needed with the understanding that subsequent code enforcement will be used to protect the City's investment in the area.



8.3 KEY THEMES AND VISION FOR GENERAL PLAN

PROACTIVE APPROACH TO IMPROVING AIR QUALITY

Garden Grove recognizes the importance of air quality not only to public health and safety, but also to the City's and the region's economic well being. The City will identify the role it can play in helping the South Coast Air Basin attain the goal of meeting Federal and State air quality standards, as well as the function the City has in protecting its own residents and businesses from the impacts of harmful air contaminants.

This Element explains the role Garden Grove plays in helping the South Coast Air Basin attain the goal of meeting Federal and State air quality standards, as well as the function the City has in protecting its own residents and businesses from the impacts of harmful air contaminants. This Element includes goals and policies that will assist in the attainment of State and Federal air quality standards, as well as in the achievement of improved land use decisions as they relate to air quality. The City, through the Land Use Element and General Plan Land Use Diagram, is committed to both the preservation of existing residential areas and the expansion of mixed use development along major arterial corridors that will assist the City in working towards clean air while at the same time, permitting reasonable and planned growth.

8.4 GOALS, POLICIES, AND IMPLEMENTATION PROGRAMS

This Element is organized into goals, policies, and implementation programs. A description of each is provided in Chapter 1, Introduction. It is important to note that the implementation programs are specific actions to carry out all of the preceding goals and policies.

Goal AQ-1	Air quality that meets the standards set by the State and Federal governments.
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Policy AQ-1.1 Coordinate with other agencies in the region, particularly the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to implement the provisions of the region's Air Quality Management Plan (AQMP), as amended.

Policy AQ-1.2 Strive to achieve conformance with the state-mandated congestion management plans (CMPs), transportation demand management (TDM) plans, or other like State or Federally required pollution reduction plans.

AQ-IMP-1A Continue to participate, where possible, in committees involved in the development and implementation of a countywide air quality implementation plan.

→ AQ-IMP-1B Encourage and assist employers in developing and implementing work trip reduction plans, employee ride sharing, modified work schedules, preferential carpool and vanpool parking, or any other trip reduction approach that is consistent with the Air Quality Management Plan for the South Coast Air Basin.

AQ-IMP-1C Continue to implement a TDM ordinance.



Goal AQ-2	Increased awareness and participation throughout the community in efforts to reduce air pollution and enhance air quality.
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- Policy AQ-2.1 Increase public information activities regarding air quality issues.
- Policy AQ-2.2 Promote and encourage ride sharing activities within the community.
- Policy AQ-2.3 Continue to improve existing sidewalks, bicycle trails, and parkways, and require sidewalk and bicycle trail improvements and parkways for new development or redevelopment projects.
- Policy AQ-2.4 Relieve congestion on major arterials and reduce emissions.
- Policy AQ-2.5 Separate, buffer, and protect sensitive receptors from significant sources of pollution to the greatest extent possible.
- AQ-IMP-2A Establish additional park-and-ride facilities for work and non-work trip reductions.
- AQ-IMP-2B Require new development or redevelopment projects to provide pedestrian and bicycle trails access to nearby shopping and employment centers.
- AQ-IMP-2C Encourage companies that ship or receive high volumes of goods by commercial truck to limit operations to non-peak traffic periods.
- AQ-IMP-2D Continue preventive maintenance and repair of City vehicles and equipment. Investigate the possibility of converting the existing vehicle fleet to clean fuel vehicles.
- AQ-IMP-2E Encourage, publicly recognize, and reward innovative approaches that improve air quality.

Goal AQ-3	A diverse and energy efficient transportation system incorporating all feasible modes of transportation for the reduction of pollutants.
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- Policy AQ-3.1 Cooperate and participate with regional and local efforts to develop an efficient transportation system that reduces vehicle trips and vehicle miles traveled.
- Policy AQ-3.2 Cooperate in efforts to expand and promote the use of bus, rail, and other forms of transit within the region in order to further reduce pollutants.
- AQ-IMP-3A Continue to work closely with the Orange County Transit Authority (OCTA) and adjacent cities to establish an alternative transportation system along the OCTA right-of-way, such as the "Go Local" program on the right-of-way between Garden Grove and Santa Ana.
- AQ-IMP-3B Support public transit providers to increase funding for alternative modes of travel.



- AQ-IMP-3C Participate with public transit providers serving the City and Orange County in a cooperative program to further increase transit services.
- AQ-IMP-3D Develop the bicycle routes identified in the Parks, Recreation, and Open Space Element to support the use of bicycles as an alternate mode of transportation.
- AQ-IMP-3E Allow or encourage programs for priority parking or free parking in City parking lots for alternative fuel vehicles, especially zero and super ultra low emission vehicles (ZEVs and SULEVs).
- AQ-IMP-3F Support the development of alternative fuel infrastructure that is publicly accessible.

Goal AQ-4	Efficient development that promotes alternative modes of transportation, while ensuring that economic development goals are not sacrificed.
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- Policy AQ-4.1 Review site developments to ensure pedestrian safety and promote non-automotive users.
- Policy AQ-4.2 Encourage neighborhood parks and community centers near concentrations of residential areas and include pedestrian walkways and bicycle paths to encourage non-motorized travel.
- Policy AQ-4.3 Encourage "walkable" neighborhoods with pedestrian walkways and bicycle paths in residential and other types of developments to encourage pedestrian rather than vehicular travel.
- AQ-IMP-4A Periodically review parking requirements and revise as necessary with market demands in relation to air quality guidelines.
- AQ-IMP-4B Investigate short- and long-term parking strategies at civic and private facilities.
- AQ-IMP-4C Require sidewalks through parking lots, bicycle racks near building entrances and other provisions for the safety and convenience of pedestrian and bicycle riders at all commercial, mixed use, and production facilities.

Goal AQ-5	An improved balance of residential, commercial, industrial, recreational, and institutional uses to satisfy the needs of the social and economic segments of the population. Work towards clean air while still permitting reasonable planned growth.
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- Policy AQ-5.1 Support mixed use developments.
- Policy AQ-5.2 Encourage infill development projects within urbanized areas that include jobs centers and transportation nodes.
- Policy AQ-5.3 Promote mixed use development that allows the integration of retail, office, industrial, institutional, and residential uses for the purposes of reducing costs of infrastructure construction and maximizing the use of land.



Policy AQ-5.4	Encourage employment centers that are non-polluting or low polluting and do not draw large number of vehicles in proximity to residential uses.
Policy AQ-5.5	Avoid locating multiple-family developments close to areas that emit harmful air contaminants.
Policy AQ-5.6	Increase residential and commercial densities around bus and/or rail transit stations, and along major arterial corridors.
Policy AQ-5.7	Preserve transportation corridors with the potential of high demand or of regional significance for future expansion to meet project demand.
AQ-IMP-5A	Encourage mixed use developments that combine residential and commercial or industrial business locations, thereby improving convenience and reducing trip generation.

Goal AQ-6	Increased energy efficiency and conservation.
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Policy AQ-6.1	Develop incentives and/or regulations regarding energy conservation requirements for private and public developments.
Policy AQ-6.2	Promote energy conservation and disseminate information throughout the community about energy conservation measures.
AQ-IMP-6A	Remove barriers for the use of solar energy for residential, commercial, industrial, or institutional uses.
AQ-IMP-6B	Research and secure financial assistance and other means to support, provide, and address energy efficient applications such as solar panels, cool roofs, wind energy, building modifications, etc.
AQ-IMP-6C	Continue to promote overall energy efficiency at local public facilities and continue preventative maintenance programs.
AQ-IMP-6D	Require new development to comply with the energy use guidelines in Title 24 of the California Administrative Code).
AQ-IMP-6E	Consider the development and implementation of a residential shade tree program that would provide trees to residents to reduce energy consumption.
AQ-IMP-6F	Consider the development and implementation of an urban forest plan to plant additional trees citywide.
AQ-IMP-6G	Develop incentives and/or regulations regarding energy conservation requirements for private and public developments.
AQ-IMP-6H	Monitor energy conservation or renewable energy generation programs proposed by the State or Federal government, such as California Energy Commission's New Solar Homes Partnership to determine this applicability to new development or redevelopment projects in the City.



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 the Permanent Local Housing Allocation 5-Year Plan, and adoption of a Resolution authorizing an application for, and receipt of, Permanent Local Housing Allocation Grant Program funds. (Grant amount estimate: \$5,996,058) (<i>Action Item</i>)	Date:	7/14/2020

OBJECTIVE

The purpose of this memorandum is to request that the City Council conduct a Public Hearing for the Permanent Local Housing Allocation (PLHA) 5-Year Plan for the use of PLHA Program funds, and adopt a Resolution authorizing the City Manager to execute the PLHA Grant Application (Attachment No. 3), the PLHA Grant Standard Agreement and associated documents.

BACKGROUND

In 2017, Senate Bill 2 created the first permanent source of funding for affordable housing in the State of California. Revenue is generated through recording fees on real estate transactions and will, therefore, vary from year to year depending upon activity. Year 2 (2019) of the program and onward, the majority of funding will flow to local jurisdictions through the Permanent Local Housing Allocation or PLHA. PLHA funds flow to local governments using the same formula as the federal Community Block Grant Program. The State Department of Housing and Community Development (HCD) has estimated that the City's annual allocation will be approximately \$1.2 million.

On February 26, 2020, HCD released a Notice of Funding Availability for approximately \$195,000,000 as part of the PLHA Grants Program. This funding provides grants to Entitlement and Non-entitlement Local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. PLHA funds can be used for a broad

variety of affordable housing activities including, but not limited to, new construction or rehabilitation of multifamily or single-family homeownership housing.

DISCUSSION

The City's PLHA Grant Application requests \$5,966,058 in grant funding over a five (5) year period (FY 2019-2023) for the following activities to address the unmet housing needs in the community:

- \$5,000,000 in matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund (LMIHAF) to produce affordable housing for households at or below 60% of the Area Median Income (AMI);
- \$472,255 for a First-Time Home Buyer (FTHB) Program offering down payment assistance loans to approximately 10 low-income home buyers; and,
- \$224,000 for assistance to the County for homeless support services in the Central Service Planning Area.

FINANCIAL IMPACT

There is no impact to the General Fund. However, a successful grant application will generate approximately \$5,966,058 to the City to help address the unmet housing needs in the community.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing for the PLHA 5-Year Plan;
- Approve the PLHA 5-Year Plan for the use of PLHA Grant Program funds;
- Adopt the Resolution authorizing the City Manager to execute the PLHA Grant Application, the PLHA Grant Standard Agreement and associated documents, and any amendments thereto; and,
- Appropriate any funds received from the PLHA Grant Application for the purposes designated therein.

ATTACHMENTS:

Description	Upload Date	Type	File Name
PLHA Grant 5-Year Plan	7/2/2020	Exhibit	PLHA_Grant_5-Year_Plan.pdf
PLHA Grant Resolution	7/9/2020	Resolution	7-14-20_PLHA_Resolution_(DRAFT)_Rev_(1).pdf
PLHA Grant Application	7/2/2020	Exhibit	PLHA_Grant_Application_(FINAL_DRAFT).pdf

§302(c)(4) Plan														Rev. 5/20/20	
§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities. City of Garden Grove plans to use PLHA funds for 3 activities: 1) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund to develop affordable rental housing for households at or below 60% AMI; 2) to continue the administration of a First Time Home Buyer Program that makes downpayment assistance loans to households at or below 80% AMI; and 3) to provide operating and capital costs for the Yale Transitional Center, a 425-bed shelter for the homeless.															
§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI). The City of Garden Grove, as a Housing Successor Agency, is anticipating the receipt of approximately \$9M over the next three years into it's Low- and Moderate-Income Housing Asset Fund (LMIHAF) for the production of affordable housing for households at or below 60% AMI, with a goal of designating 30% of all units produced to extremely low-income households earning up to 30% AMI. Activity #1 (seen above) will allow the City to leverage these LMIHAF funds and significantly increase the number of affordable rental units able to be produced. All rental units produced with these funds will have a Deed-restricted affordability period of no less than 55 years.															
§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element. The City of Garden Grove's 2014-2021 Housing Element includes 15 Programs, seven (7) of which are consistent with the activities contained herein. The applicable Programs are: Program 3: Multi-Family Acquisition and Rehabilitation, Program 4: Affordable Housing Construction; Program 6: Home Ownership Assistance, Program 7: Preservation of Affordable Rental Housing, Program 9: Mixed Use Development, Program 10: Special Needs Housing, and Program 14: Homeless Housing Needs. All PLHA Grant funds received will be used for purposes that further the priority goals identified in the City's State-approved Housing Element.															
Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))															
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.															
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.															
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.															
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.															
§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.														Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	0%
The City of Garden Grove, as a Housing Successor Agency, is anticipating the receipt of approximately \$9M over the next three years into it's Low- and Moderate-Income Housing Asset Fund (LMIHAF) for the production of affordable housing for households at or below 60% AMI, with a goal of designating 30% of all units produced to extremely low-income households earning up to 30% AMI. Utilizing PLHA Grant funds as matching funds will allow the City to leverage LMIHAF funds and significantly increase the number of affordable rental units able to be produced. All rental units produced with these funds will have a Deed-restricted affordability period of no less than 55 years.															
Complete the table below for the proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).															
Funding Allocation Year	2019	2020	2021	2022	2023										
Type of Affordable Housing Activity	Rental	Rental	Rental	Rental	Rental										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	65.00%	85.00%	85.00%	85.00%	85.00%										
§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%									TOTAL	

§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level	28	28	28	28	28										140
§302(c)(4)(E)(ii) Projected Number of Households Served	28	28	28	28	28										140
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55	55	55	55	55										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.															
<p>Potential Project #1: The City is in discussions with a developer to produce a 60-unit, mixed-use, affordable housing project for households at or below 60% AMI. The developer has purchased the land and their tentative timeline is as follows: Begin construction 10/1/20, tenant selection 1/1/23, complete construction 4/1/23, lease-up 7/1/23.</p> <p>Potential Project #2: The City is in discussions with a developer to produce an 80-unit affordable housing project for households at or below 60% AMI.</p> <p>All Projects: Per HSC 34176, LMIHAF funds in excess of \$1M must be expended within three (3) years of receipt. The PLHA funds allocated as LMIHAF match will be used as leverage to greatly increase the production of affordable housing units available to households at or below 60% AMI.</p>															
§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.															
§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.															
§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.															
<p>The City of Garden Grove will use \$224,000 of PLHA money to fund operating and capital costs for the Yale Transitional Center, a 425-bed Navigation Center for the homeless.</p> <p>Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).</p>															
Funding Allocation Year	2019														
Type of Activity for Persons Experiencing or At Risk of Homelessness	Navigation Centers														
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	25.00%														
§302(c)(4)(E)(ii) Area Median Income Level Served	30%														TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level															0

§302(c)(4)(E)(ii) Projected Number of Households Served															0
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)															
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.															
On November 19, 2019, the Orange County Board of Supervisors approved an Agreement with Shelter Providers of Orange County, Inc. dba HomeAid Orange County (HomeAid) for the construction of the Yale Transitional Center on County-owned property located at 2229 South Yale Street, Santa Ana (Facility). The Yale Transitional Center will provide shelter and supportive services for up to 425 individuals experiencing homelessness from the Central Service Planning Area. The construction completion of the Facility and issuance of the Temporary Certificate of Occupancy is expected to be on or before December 31, 2020.															
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.															
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.															
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.															
§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.											Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH)				
The City will use PLHA funds to subsidize a First Time Home Buyer (FTHB) Program that provides down payment assistance loans of up to \$50,000 to households at or below 80% AMI. For the past two years, the City has administered a FTHB Program using CalHome Reuse funds to issue a total of nine (9) down payment assistance loans. Our FTHB Program is partnered with the Workforce Initiative Subsidy for Homeownership (WISH) Program, which offers a 4:1 matching grant to low-income home buyers. The award of PLHA Grant funds will allow the City to continue providing down payment assistance loans to low-income homebuyers.															
Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).															
Funding Allocation Year	2019	2020	2021	2022	2023										
Type of Homeowner Assistance	Home Buyer Assistance	Home Buyer Assistance	Home Buyer Assistance	Home Buyer Assistance	Home Buyer Assistance										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	10.00%	10.00%	10.00%	10.00%	10.00%										
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%	80%	80%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level															0
§302(c)(4)(E)(ii) Projected Number of Households Served															0

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	2	2	2	2	2										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. The City currently administers an HCD-approved FTHB Program subsidized with CalHome Reuse Account Funds. We have HCD-approved Loan Servicing, Reuse Account, and Home Buyer Education Plans that will be used in conjunction with PLHA funded FTHB loans. The City is ready to begin administering the PLHA FTHB Program as soon as the funds are approved for use.															
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.															
File Name:	Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.										Attached and on USB?	Yes		

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PERMANENT LOCAL HOUSING
ALLOCATION GRANT PROGRAM FUNDS.

AUTHORIZING RESOLUTION

A necessary quorum and majority of the City Council of the City of Garden Grove, a municipal corporation ("Applicant") hereby consents to, adopts and ratifies the following resolution:

WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));

WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients.

NOW THEREFORE BE IT RESOLVED THAT:

Section 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Section 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA, \$5,966,058.00, in accordance with all applicable rules and laws.

Section 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

Section 4. Applicant certifies that it was delegated by the Garden Grove City Council to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

Section 5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation

Section 6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Section 7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Section 8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).

Section 9. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

Section 10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

Section 11. Scott C. Stiles, City Manager, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are

related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

Section 12. That the City Clerk of the City of Garden Grove, California, does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Garden Grove City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Permanent Local Housing Allocation (PLHA) Formula Allocation

2020 Application



**State of California
Governor, Gavin Newsom**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PLHA@hcd.ca.gov

Final Filing Date: April 27, 2020 through July 27, 2020 at 5 P.M. PST

Instructions				Rev. 5/20/20
<p>When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.</p>				
<p>HCD will only accept applications through a postal carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery to HCD's office. A complete original application and an electronic copy on a USB flash drive with all applicable information must be received by HCD via postal carrier no later than 5:00 p.m. on:</p>				
<p>Monday, July 27, 2020</p>				
<p>Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and unprotected, not a .pdf document. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors at AppSupport@hcd.ca.gov.</p>				
<p>General Instructions (Additional instructions and guidance are given throughout the Supplemental Application in "red" text and in cell comments.</p>				
<p>Guideline references are made with "\$" and the corresponding guideline section number.</p>				
<p>"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score.</p>				
<p>Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score. Electronically attached files must use the naming convention in the Supplemental Application. For Example: "App1 Payee Data" for Sponsor 1 Payee Data Record/STD. 204.</p>				
<p>Threshold items are indicated in "blue" cells.</p>				
<p>"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Point cells in the Scoring worksheet shaded in "red" indicate that the Sponsor has failed to meet the minimum points required.</p>				
<p>Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.</p>				
<p>Formula Allocation Application</p>				
<p>302(c)(4) Plan</p>				
<p>Legislative Contacts</p>				
<p>Checklist</p>				
Binder Tab #	Threshold Requirement	Electronic File Name	Document Description	Included?
1	X	App1 Resolution	PLHA webpage for Resolution Document	Included
2	X	App1 Signature Block	Signature Block - upload in Microsoft Word Document	Included
3	X	App1 TIN	Taxpayer Identification Number Document	Included
4	X	Applicant Agreement	Legally binding agreement between Delegating and Administering Local Governments	Not Included
5		Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.	Included
<p>Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request."</p>				

Local Government Formula Allocation					Rev. 5/20/20
Eligible Applicant Type:		Entitlement			
Local Government Recipient of PLHA Formula Allocation:			Garden Grove		
Approximate PLHA Formula Allocation Amount:		\$994,343		Allowable Local Admin (5%):	
				\$49,717	
<p>Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.</p> <p>The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.</p> <p>If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.</p>					
Eligible Applicants §300					
§300(a) and (b) Eligible Applicants for the entitlement and Non-entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.					
Applicant:		City of Garden Grove			
Address:		11222 Acacia Pkwy			
City:	Garden Grove	State:	CA	Zip:	92840
		County:	Orange		
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?					No
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?					N/A
File Name:	App1 Resolution	PLHA webpage for Resolution Document		Attached and on USB?	Yes
File Name:	App1 Signature Block	Signature Block - upload in Microsoft Word Document		Attached and on USB?	Yes
File Name:	App1 TIN	Taxpayer Identification Number Document		Attached and on USB?	Yes
File Name:	Applicant Agreement	Legally binding agreement between Delegating and Administering Local Governments		Attached and on USB?	N/A
Eligible Activities, §301					
§301(a) Eligible activities are limited to the following:					Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.					<input type="checkbox"/> YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.					<input type="checkbox"/> YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.					<input type="checkbox"/> YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.					<input checked="" type="checkbox"/> YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.					<input type="checkbox"/> YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.					<input checked="" type="checkbox"/> YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.					<input type="checkbox"/> YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.					<input type="checkbox"/> YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.					<input checked="" type="checkbox"/> YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.					<input type="checkbox"/> YES
Threshold Requirements, §302					
§302(a) Housing Element compliance: Applicant or Delegating Local Government's Housing Element was adopted by the Local Government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.					Yes
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Governemnt Code Section 65400.					Yes
§302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant.					Yes
§302(c)(3) Applicant certifies that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accesible to the public.					Yes
§302(c)(4) Does the application include a Plan in accordance with §302(c)(4)?					Yes
§302(c)(4)(D) Applicant certifies that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content					Yes
§302(c)(5) Applicant certifies that the Plan submitted is for a term of five years. Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.					Yes
§302(c)(6) Applicant certifies that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.					Yes

§302(c)(7) Applicant certifies that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.										Yes	
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301?										Yes	
Administration											
Applicant agrees to adhere to §500, Accounting Records.										Yes	
Applicant agrees to adhere to §501, Audits/Monitoring of PLHA Files.										Yes	
Applicant agrees to adhere to §502, Cancellation/Termination.										Yes	
Applicant agrees to adhere to §503, Reporting.										Yes	
Certifications											
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.											
Scott C Stiles				City Manager							
Authorized Representative Printed Name				Title		Signature			Date		
Entity name:		City of Garden Grove			Phone Number:		714-741-5100				
Entity Address		11222 Acacia Pkwy			City	Garden Grove		State	CA	Zip	92840

§302(c)(4) Plan													Rev. 5/20/20
§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities. City of Garden Grove plans to use PLHA funds for 3 activities: 1) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund to develop affordable rental housing for households at or below 60% AMI; 2) to continue the administration of a First Time Home Buyer Program that makes downpayment assistance loans to households at or below 80% AMI; and 3) to provide operating and capital costs for the Yale Transitional Center, a 425-bed shelter for the homeless.													
§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI). The City of Garden Grove, as a Housing Successor Agency, is anticipating the receipt of approximately \$9M over the next three years into it's Low- and Moderate-Income Housing Asset Fund (LMIHAF) for the production of affordable housing for households at or below 60% AMI, with a goal of designating 30% of all units produced to extremely low-income households earning up to 30% AMI. Activity #1 (seen above) will allow the City to leverage these LMIHAF funds and significantly increase the number of affordable rental units able to be produced. All rental units produced with these funds will have a Deed-restricted affordability period of no less than 55 years.													
§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element. The City of Garden Grove's 2014-2021 Housing Element includes 15 Programs, seven (7) of which are consistent with the activities contained herein. The applicable Programs are: Program 3: Multi-Family Acquisition and Rehabilitation, Program 4: Affordable Housing Construction; Program 6: Home Ownership Assistance, Program 7: Preservation of Affordable Rental Housing, Program 9: Mixed Use Development, Program 10: Special Needs Housing, and Program 14: Homeless Housing Needs. All PLHA Grant funds received will be used for purposes that further the priority goals identified in the City's State-approved Housing Element.													
Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))													
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.													
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.													
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.													
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.													
§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.												Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	0%
The City of Garden Grove, as a Housing Successor Agency, is anticipating the receipt of approximately \$9M over the next three years into it's Low- and Moderate-Income Housing Asset Fund (LMIHAF) for the production of affordable housing for households at or below 60% AMI, with a goal of designating 30% of all units produced to extremely low-income households earning up to 30% AMI. Utilizing PLHA Grant funds as matching funds will allow the City to leverage LMIHAF funds and significantly increase the number of affordable rental units able to be produced. All rental units produced with these funds will have a Deed-restricted affordability period of no less than 55 years.													
Complete the table below for the proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).													
Funding Allocation Year	2019	2020	2021	2022	2023								
Type of Affordable Housing Activity	Rental	Rental	Rental	Rental	Rental								
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	65.00%	85.00%	85.00%	85.00%	85.00%								
§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%								TOTAL

§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level	28	28	28	28	28										140
§302(c)(4)(E)(ii) Projected Number of Households Served	28	28	28	28	28										140
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55	55	55	55	55										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.															
<p>Potential Project #1: The City is in discussions with a developer to produce a 60-unit, mixed-use, affordable housing project for households at or below 60% AMI. The developer has purchased the land and their tentative timeline is as follows: Begin construction 10/1/20, tenant selection 1/1/23, complete construction 4/1/23, lease-up 7/1/23.</p> <p>Potential Project #2: The City is in discussions with a developer to produce an 80-unit affordable housing project for households at or below 60% AMI.</p> <p>All Projects: Per HSC 34176, LMIHAF funds in excess of \$1M must be expended within three (3) years of receipt. The PLHA funds allocated as LMIHAF match will be used as leverage to greatly increase the production of affordable housing units available to households at or below 60% AMI.</p>															
§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.															
§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.															
§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.															
<p>The City of Garden Grove will use \$224,000 of PLHA money to fund operating and capital costs for the Yale Transitional Center, a 425-bed Navigation Center for the homeless.</p> <p>Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).</p>															
Funding Allocation Year	2019														
Type of Activity for Persons Experiencing or At Risk of Homelessness	Navigation Centers														
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	25.00%														
§302(c)(4)(E)(ii) Area Median Income Level Served	30%														TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level															0

§302(c)(4)(E)(ii) Projected Number of Households Served															0
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)															
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.															
On November 19, 2019, the Orange County Board of Supervisors approved an Agreement with Shelter Providers of Orange County, Inc. dba HomeAid Orange County (HomeAid) for the construction of the Yale Transitional Center on County-owned property located at 2229 South Yale Street, Santa Ana (Facility). The Yale Transitional Center will provide shelter and supportive services for up to 425 individuals experiencing homelessness from the Central Service Planning Area. The construction completion of the Facility and issuance of the Temporary Certificate of Occupancy is expected to be on or before December 31, 2020.															
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.															
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.															
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.															
§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.															
														Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH)	
The City will use PLHA funds to subsidize a First Time Home Buyer (FTHB) Program that provides down payment assistance loans of up to \$50,000 to households at or below 80% AMI. For the past two years, the City has administered a FTHB Program using CalHome Reuse funds to issue a total of nine (9) down payment assistance loans. Our FTHB Program is partnered with the Workforce Initiative Subsidy for Homeownership (WISH) Program, which offers a 4:1 matching grant to low-income home buyers. The award of PLHA Grant funds will allow the City to continue providing down payment assistance loans to low-income homebuyers.															
Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).															
Funding Allocation Year	2019	2020	2021	2022	2023										
Type of Homeowner Assistance	Home Buyer Assistance	Home Buyer Assistance	Home Buyer Assistance	Home Buyer Assistance	Home Buyer Assistance										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	10.00%	10.00%	10.00%	10.00%	10.00%										
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%	80%	80%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level															0
§302(c)(4)(E)(ii) Projected Number of Households Served															0

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	2	2	2	2	2										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity. The City currently administers an HCD-approved FTHB Program subsidized with CalHome Reuse Account Funds. We have HCD-approved Loan Servicing, Reuse Account, and Home Buyer Education Plans that will be used in conjunction with PLHA funded FTHB loans. The City is ready to begin administering the PLHA FTHB Program as soon as the funds are approved for use.															
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.															
File Name:	Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.									Attached and on USB?	Yes			

Legislative and Congressional Information

Rev. 5/20/20

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this application.

To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

[California State Assembly](#)

[California State Senate](#)

[U.S. House of Representatives](#)

Applicant Office Location			
	District #	First Name	Last Name
State Assembly Member	72	Tyler	Diep
State Senate Member	34	Thomas	Umberg
U.S. House of Representatives	47	Alan	Lowenthal
Activity Location 1 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 2 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 3 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 4 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 5 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 6 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 7 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 8 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 9 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 10 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 11 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 12 (if different from applicant location)			
	District #	First Name	Last Name

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development Department
Subject:	Appropriation of \$617,600 in Date: 7/14/2020 Coronavirus Relief Funds allocated through the Subrecipient Agreement between the County of Orange to the City of Garden Grove for Fiscal Year 2019-20. (<i>Action Item</i>)		

OBJECTIVE

For City Council to appropriate grant funds from the Coronavirus Relief Fund through the Subrecipient Agreement between the County of Orange and the City of Garden Grove for Fiscal Year 2019-20 to implement the new Micro Business Relief Grant Program.

BACKGROUND

On March 27, 2020, Congress passed and signed into law by the President of the United States the Coronavirus Aid, Relief, and Economic Security (CARES) Act that advanced a \$2 trillion economic relief package. A portion of the CARES Act funds were allocated to the County of Orange via the Coronavirus Relief Fund. The Orange County Board of Supervisors authorized distribution of \$15 million to each of the Supervisory Districts of which Supervisor Andrew Do earmarked these funds to provide economic support in the First District as follows:

- \$13 million for grants of \$10,000 each, to be awarded by lottery to eligible small businesses, non-profits, and home-based businesses in the First District; and,
- \$2 million to be disbursed among the cities of Santa Ana, Garden Grove, Westminster, and Fountain Valley for economic development efforts in designated business districts as determined by each City Council.
- *The city allocations cannot be used for projects identified in the cities' 2019-2020 budgets and must be related to the effects of the COVID-19 pandemic.*

The funds shall be allocated based on the number of non-farm business tax filings reported per city by the Internal Revenue Service, and Orange County Fire Authority

data for Midway City, with Midway City's figures, folded in with the City of Westminster:

City	Businesses	Share	Grant Funds	City Funds
Santa Ana	26,432	45.21%	\$5,880,000	\$904,200
Garden Grove	18,055	30.88%	\$4,010,000	\$617,600
Westminster/Midway City	11,500	19.67%	\$2,560,000	\$393,400
Fountain Valley (1/3 in District 1)	2,476	4.24%	\$550,000	\$84,800

DISCUSSION

The City and County of Orange entered into a Subrecipient Agreement to receive Coronavirus Relief Funds for economic support in the amount of \$617,600 to assist small businesses impacted by COVID-19. The City intends to deployed these funds toward support of local Garden Grove small businesses and non-profit organizations impacted by COVID-19 through the development of a new Micro Business Relief Grant Program. The Program anticipates award of approximately 120 grants to qualified local small businesses in an amount of \$5,000 toward rent relief payments and/or business innovation activities to promote business reopening efforts. Certain Micro Business Relief Grant eligibility requirements include:

- The business shall be independently owned and operated businesses (for-profit or non-profit) located in the city of Garden Grove.
- The business has a maximum of ten (10) full-time equivalent (FTE) employees or less (including the owner).
- The business has a minimum six (6) month operating history.
- The business must be an existing legal business (with an active store front) with a valid City business license, proper insurance, and all applicable required permits.
- The business has experienced approximately a 25% reduction in revenue due to COVID-19 and is able to provide documentation showing the loss in revenue.
- The business has no code violations in the last twelve (12) months.
- The business continues to operate legally during the COVID-19 pandemic.
- Individuals that own or have interest in more than one business will be limited to one grant.
- Owner/Officers must reside in Orange County.

Related to grant administration, two progress reports are required under the Subrecipient Agreement and due to the County on October 1, 2020 and January 15, 2021, respectively. Each Progress Report shall detail the eligible expenses and use of the grants, and identify the name and location of each small business grant recipient.

FINANCIAL IMPACT

The City has received the grant allocation in the amount of \$617,600. Appropriation of the grant funds are required for Fiscal Year 2019-20 and any unspent funds will be

carried over into Fiscal Year 2020-21. Any unspent grant proceeds as of December 30, 2020 must be returned to the County by February 1, 2021.

RECOMMENDATION

It is recommended that City Council:

- Appropriate Coronavirus Relief Fund grant in the amount of \$617,600 to the Fiscal Year 2019-20 budget and carryover any unused funds into Fiscal Year 2020-21; and
- Return to the County by February 1, 2021 the amount remaining unspent as of December 30, 2020.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Subrecipient Agreement	6/29/2020	Agreement	CARES_Act_1st_District.pdf

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF ORANGE
AND THE CITY OF GARDEN GROVE FOR CORONAVIRUS RELIEF
FUNDS FOR ECONOMIC SUPPORT PROVIDED BY THE CITY**

This Subrecipient Agreement (the "Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and the City of Garden Grove, a municipal corporation, hereafter referred to as "Subrecipient," with the County and Subrecipient referred to as "Party," or collectively as "Parties."

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named "COVID-19") in Orange County (the "COVID-19 Emergency"); and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County's Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund and the County received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the

date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the Department of Treasury has issued guidance that the County may transfer funds to a unit of government within its borders provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act; and

WHEREAS, the Department of Treasury has issued guidance that eligible expenses include costs associated with the provision of economic support in connection with the COVID-19 public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures; and

WHEREAS, the Orange County Board of Supervisors has authorized the distribution of \$15 million in funds it received from the Coronavirus Relief Fund to each of the five Supervisorial District in Orange County for the economic support of small businesses located in each District; and

WHEREAS, two million of the amount allocated to the First District shall be allocated to cities located in the First District of the Orange County Board of Supervisors (the "First District") based on the percent share of non-farm business tax filings reported per city by the Internal Revenue Service and Orange County Fire Authority data for Midway City with Midway City's figures added to the City of Westminster, with Fountain Valley's allocation adjusted to account for its split between the First District and Second District of the Orange County Board of Supervisors; and

WHEREAS, in order to provide funds for the Subrecipient to pay necessary expenditures it has or will incur providing economic support to small businesses in the First District due to the COVID-19 public health emergency, the Parties have agreed that the County shall transfer the grant amount described herein to Subrecipient.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement begins on the date when fully executed by the Parties, and terminates on June 30, 2021, or when

all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. USE OF GRANT AMOUNT.

a. Subrecipient shall use the grant amount provided under this Agreement to pay for Eligible Expenses that: (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved by Subrecipient as of March 27, 2020; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

b. The term "Eligible Expenses," as used in this Agreement, shall mean expenses incurred and paid for by Subrecipient for the provision of economic support to Small Businesses located in the First District in connection with the COVID-19 public health emergency, including, but not limited to, expenditures related to the provision of grants to Small Businesses to reimburse the costs of business interruption caused by temporary closures and reduction in business activity related to the COVID-19 public health emergency if such costs will not otherwise be reimbursed by the federal government.

c. The term "Small Business," as used in this Agreement, shall mean an independently owned and operated business, whether for-profit or non-profit, that is not dominant in its field of operation, the principal office of which is located within the jurisdictional boundaries of Subrecipient and the First District, the officers of which are domiciled in Orange County, California, and which, together with affiliates, has 10 or fewer employees. Small Business eligible to receive grants funded by this Agreement shall not include cannabis related businesses, gambling facilities, and adult entertainment businesses.

d. The following is a nonexclusive list of expenditures that shall not constitute Eligible Expenses payable from the grant amount:

(1) Damages covered by insurance.

(2) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

(3) Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.

(4) Reimbursement to donors for donated items or services.

(5) Workforce bonuses other than hazard pay or overtime.

(6) Severance pay.

(7) Legal settlements.

e. Subrecipient must utilize the grant amount in accordance with all Federal and State laws, including but not limited to 42 U.S.C. § 801, subsection (d), and all applicable regulations and guidelines, including guidance issued by the Department of Treasury regarding costs that are payable from Coronavirus Relief Funds, which includes but is not limited to Guidance for State, Territorial, Local, and Tribal Governments dated April 22, 2020 (Exhibit A) and Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020 (Exhibit B).

3. PAYMENT OF GRANT AMOUNT

a. The County shall pay Subrecipient a grant amount of \$617,600 within 10 business days of the full execution of this Agreement. All of Subrecipient's expenditures of the grant amount must be for costs as described in Paragraph 2 of this Agreement. The grant amount represents the amount allocated to Subrecipient based on percent share of non-farm businesses pursuant to the authority delegated by the Board of Supervisors on May 26, 2020.

b. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

c. If Subrecipient has not spent any portion of the grant amount it has received under this Agreement to cover Eligible Expenses by December 30, 2020, Subrecipient shall return to the County by February 1, 2021 the amount remaining unspent as of December 30, 2020.

4. STATUTES AND REGULATIONS APPLICABLE TO GRANT.

Subrecipient must comply with all applicable requirements of State, Federal, and

County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

a. Office of Management and Budget (OMB) Circulars.

Subrecipient must comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

b. Single Audit Act. Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.

c. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

5. **COMPLIANCE WITH GRANT REQUIREMENTS.** To obtain the grant funds, the Department of the Treasury required an authorized representative of the County to agree to certain promises regarding the way the grant funds would be spent. This certification is attached hereto as Exhibit C. By signing this certification, the County made material representations to the Department of Treasury in order to receive payments from the Department of Treasury pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020). In

accordance with Paragraph 11, Subrecipient agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines Subrecipient used in violation of the certification. Subrecipient shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines the Subrecipient has used in a manner that is inconsistent with Paragraph 2 of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

6. REPORTS.

a. **Progress Report.** On October 1, 2020, Subrecipient shall provide a report to the County that shall: (1) identify the Eligible Expenses paid from the grant amount as of September 15, 2020; (2) identify the name and location of each Small Business receiving economic support funded by the grant amount and the amounts paid to each Small Business; (3) demonstrate how Subrecipient used the grant amount consistent with the use requirements of Paragraph 2; and (4) identify the balance of the grant amount that Subrecipient has not spent.

b. **Final Report.** Upon the earlier of Subrecipient's expenditure of the balance of the grant amount or January 15, 2021, Subrecipient shall provide a report to the County that shall: (1) identify the Eligible Expenses paid from the grant amount as of December 30, 2020; (2) identify the name and location of each Small Business receiving economic support funded by the grant amount and the amounts paid to each Small Business; (3) demonstrate how Subrecipient used the grant amount consistent with the use requirements of Paragraph 2; and (4) identify the balance of the grant amount that Subrecipient has not spent, if any.

c. The Subrecipient shall provide a certification signed by its chief executive officer with each report required under this Paragraph 6 that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under Paragraph 2.

d. The Subrecipient shall maintain supporting documentation for the reports required by this Paragraph 6 consistent with the requirements of Paragraph 7.

7. **RECORDS MAINTENANCE.** Records, in their original form, must be maintained in accordance with requirements prescribed by the County with respect

to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period four (4) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

8. RECORDS INSPECTION. At any time during normal business hours and as often as either the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement. With respect to inspection of Subrecipient's records, the County may require that Subrecipient provide supporting documentation to substantiate Subrecipient's expenses with respect to the Subrecipient's use or expenditure of the grant amount.

9. INDEPENDENT CONTRACTOR. The Subrecipient shall be considered an independent contractor and neither the Subrecipient, its employees, nor anyone working under the Subrecipient shall be considered an agent or an employee of County. Neither the Subrecipient, its employees nor anyone working under the Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.

10. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits and approvals to the County upon request.

11. INDEMNITY. The Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which

County's Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Subrecipient's receipt of the grant amount under this Agreement, including any claims that the grant amount paid by the County under this Agreement were not used consistent with the restrictions on the use of Coronavirus Relief Funds (42 U.S.C. § 801) and the regulations and guidance issued by the Department of Treasury regarding the use of such funds. The provisions of this paragraph shall survive the termination of this Agreement.

12. NOTICES. Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Subrecipient:

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

County:

Chris Wangsaporn, Chief of Staff
Office of Supervisor Andrew Do
Orange County Board of Supervisors
10 Civic Center Plaza
Santa Ana, CA 92701

13. DEFAULTS. Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

14. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

15. **ENTIRE CONTRACT:** This Agreement contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the parties unless authorized by the Parties in writing.

16. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

17. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year dated below.

CITY OF GARDEN GROVE
A California Municipal Corporation


COUNTY OF ORANGE
A political subdivision of the State of California

By: 
Scott Stiles, City Manager

By: _____
Michelle Steel, Chairwoman

Date: 6/15/20

Date: _____

ATTEST: 
LIZABETH VASQUEZ
Deputy City Clerk
City of Garden Grove
DATED: June 15, 2020

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ATTEST

By: _____

Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California
APPROVED AS TO FORM:

By: _____

Omar Sandoval

Omar Sandoval
City Attorney

By: _____

Deputy County Counsel

Date: _____

6-15-2020

Date: _____

Exhibit A

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Exhibit B

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Exhibit C



County of Orange

County Executive Office

April 13, 2020

I, Frank Kim, am the chief executive of the County of Orange, and I certify that:

1. I have the authority on behalf of the County of Orange to request direct payment from the Department of the Treasury ("Treasury") pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that Treasury will rely on this certification as a material representation in making a direct payment to the County of Orange.
3. The County of Orange's proposed uses of the funds provided as direct payment under section 601(b) of the Social Security Act will be used only to cover those costs that-
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for [insert name of local government entity]; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

By: Frank Kim

Signature: 

Title: County Executive Officer

Date: 4/13/20

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is two hour per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Appropriation of \$3,703,780.91 in grant funds related to Coronavirus relief funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). (<i>Action Item</i>)	Date:	7/14/2020

OBJECTIVE

For City Council to appropriate grant funds related to coronavirus relief funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act provided through the County of Orange and State of California Department of Finance.

BACKGROUND

The COVID-19 pandemic resulted in the declaration of national, State, and local emergencies in February and March 2020. On March 27, 2020, Congress signed into law the CARES Act, which provided funding to people, businesses, and local agencies affected by the pandemic. The CARES Act established the Coronavirus Relief Fund providing \$26 million to the County of Orange and \$500 million to the State of California Department of Finance to be allocated to cities. Allocations to cities on both funding sources are based on population.

DISCUSSION

The City will receive \$1,545,489.91 from the County of Orange and \$2,158,291 from the State of California Department of Finance. Funds are to be used for COVID-19 related expenses incurred by the City between March 1, 2020 and December 30, 2020. Eligible expenses include the following:

- Protective supplies and equipment
- Payroll expenses for employees whose services are substantially dedicated to mitigating or responding to COVID-19
- Unemployment insurance costs
- Improvement of telework capabilities
- Disinfection of public areas and facilities

- Modification of offices and facilities
- Care provided to homeless populations to mitigate COVID-19 effects
- FEMA cost share requirements under the Stafford Act

As of June 19, 2020, the City has incurred approximately \$1.6 million in costs directly relate to COVID-19. These costs include salaries and over-time, materials and supplies, equipment, emergency services, and necessary staff training. Staff will work with CalOES and the State Department of Finance to determine the eligible expenses as defined in the Subrecipient Agreement with the County of Orange (Attachment 1) and the Certification for Receipt of Funds with State of California Department of Finance (Attachment 2). Unspent funds as of December 30, 2020, will be returned.

FINANCIAL IMPACT

Funding is available for reimbursement of eligible expenses related to COVID-19 in the amount of \$3,703,780.91. These funds are not included in the City's existing FY2019-20 budget allocation, and will be appropriated in FY 2019-20. Any unspent funds will be carried over into FY 2020-21.

Unspent County allocation as of December 30, 2020 shall be returned to the County by February 1, 2021. Usage of the State Department of Finance allocation shall be reported by September 1, 2020, and unspent funds shall be returned by October 30, 2020, unless extended by the State Department of Finance.

RECOMMENDATION

It is recommended that the City Council:

- Appropriate the Coronavirus Relief Funds allocated to the City of Garden Grove in the amount of \$3,703,780.91 in Fiscal Year 2019-20; and
- Authorize the carryover of any unused funds into Fiscal Year 2020-21.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1 - Subrecipient Agreement	6/25/2020	Backup Material	OC_Subrecipient_Agreement-\$1_545_489.91.pdf
Attachment 2: CRF01 Local Government	7/8/2020	Backup Material	Attachment_2_-_CRF01-Local_Government_Certification_Form-GG.pdf

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF ORANGE
AND THE CITY OF GARDEN GROVE FOR CORONAVIRUS RELIEF
FUNDS FOR ELIGIBLE EXPENSES INCURRED BY THE CITY**

This Subrecipient Agreement (the "Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and the City of Garden Grove, a municipal corporation, hereafter referred to as "Subrecipient," with the County and Subrecipient referred to as "Party," or collectively as "Parties."

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named "COVID-19") in Orange County (the "COVID-19 Emergency"); and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County's Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund and the County received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the

date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the Department of Treasury has issued guidance that the County may transfer funds to a unit of government within its borders provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act; and

WHEREAS, the Orange County Board of Supervisors has authorized the distribution of \$26 million in funds it received from the Coronavirus Relief Fund to Orange County cities based on the 2010 population figures provided by the United States Census Bureau; and

WHEREAS, in order to provide funds for the Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that the County shall transfer the grant amount described herein to Subrecipient.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement begins on the date when fully executed by the Parties, and terminates on June 30, 2021, or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. USE OF GRANT AMOUNT.

a. Subrecipient shall use the grant amount provided under this Agreement to pay for Eligible Expenses that: (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved by Subrecipient as of March 27, 2020; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

b. The term "Eligible Expenses," as used in this Agreement, shall mean expenses incurred and paid for by Subrecipient that fall within the following eight categories:

(1) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal

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protective equipment, for medical personnel, police officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.

(2) Unemployment insurance costs incurred by the Subrecipient related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

(3) Payroll expenses for Subrecipient's public safety, human services employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

(4) Public health expenses to improve telework capabilities for Subrecipient's employees to enable compliance with COVID-19 public health precautions.

(5) Public health expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.

(6) Costs related to modification of Subrecipient offices and facilities to mitigate COVID-19-related threats to public health and safety.

(7) Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

(8) FEMA cost share requirements under the Stafford Act.

c. The following is a nonexclusive list of expenditures that shall not constitute Eligible Expenses payable from the grant amount:

(1) Payroll expenses for Subrecipient's public health or health care employees, including any employee authorized to act as a local health officer pursuant to Sections 101040, 101085, 101460, 101470 or 120175 of the California Health and Safety Code.

(2) Damages covered by insurance.

(3) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

(4) Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.

(5) Reimbursement to donors for donated items or services.

(6) Workforce bonuses other than hazard pay or overtime.

(7) Severance pay.

(8) Legal settlements.

d. Subrecipient must utilize the grant amount in accordance with all Federal and State laws, including but not limited to 42 U.S.C. § 801, subsection (d), and all applicable regulations and guidelines, including guidance issued by the Department of Treasury regarding costs that are payable from Coronavirus Relief Funds, which includes but is not limited to Guidance for State, Territorial, Local, and Tribal Governments dated April 22, 2020 (Exhibit A) and Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020 (Exhibit B).

3. PAYMENT OF GRANT AMOUNT

a. The County shall pay Subrecipient a grant amount of \$1,545,489.91 within 10 business days of the full execution of this Agreement. All of Subrecipient's expenditures of the grant amount must be for Eligible Expense as described in Paragraph 2 of this Agreement. The grant amount represents the amount allocated to Subrecipient based on population pursuant to the authority delegated by the Board of Supervisors to the County Executive Officer on May 19, 2020.

b. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

c. If Subrecipient has not spent any portion of the grant amount it has received under this Agreement to cover Eligible Expenses by December

30, 2020, Subrecipient shall return to the County by February 1, 2021 the amount remaining unspent as of December 30, 2020.

4. **STATUTES AND REGULATIONS APPLICABLE TO GRANT.** Subrecipient must comply with all applicable requirements of State, Federal, and County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

a. Office of Management and Budget (OMB) Circulars.

Subrecipient must comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

b. Single Audit Act. Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.

c. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

5. **COMPLIANCE WITH GRANT REQUIREMENTS.** To obtain the grant funds, the Department of the Treasury required an authorized representative of the County to agree to certain promises regarding the way the grant funds would be

spent. This certification is attached hereto as Exhibit C. By signing this certification, the County made material representations to the Department of Treasury in order to receive payments from the Department of Treasury pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020). In accordance with Paragraph 11, Subrecipient agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines Subrecipient used in violation of the certification. Subrecipient shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines the Subrecipient has used in a manner that is inconsistent with Paragraph 2 of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

6. REPORTS.

a. Progress Report. On October 1, 2020, Subrecipient shall provide a report to the County that shall: (1) identify the Eligible Expenses paid from the grant amount as of September 15, 2020; (2) demonstrate how Subrecipient used the grant amount consistent with the use requirements of Paragraph 2; and (3) identify the balance of the grant amount that Subrecipient has not spent.

b. Final Report. Upon the earlier of Subrecipient's expenditure of the balance of the grant amount or January 15, 2021, Subrecipient shall provide a report to the County that shall: (1) identify the Eligible Expenses paid from the grant amount as of December 30, 2020; (2) demonstrate how Subrecipient used the grant amount consistent with the use requirements of Paragraph 2; and (3) identify the balance of the grant amount that Subrecipient has not spent, if any.

c. The Subrecipient shall provide a certification signed by its chief executive officer with each report required under this Paragraph 6 that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under Paragraph 2.

d. Subrecipient shall maintain supporting documentation for the reports required by this Paragraph 6 consistent with the requirements of Paragraph 7.

7. **RECORDS MAINTENANCE.** Records, in their original form, must be maintained in accordance with requirements prescribed by the County with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period four (4) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

8. **RECORDS INSPECTION.** At any time during normal business hours and as often as either the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement. With respect to inspection of Subrecipient's records, the County may require that Subrecipient provide supporting documentation to substantiate Subrecipient's expenses with respect to the Subrecipient's use or expenditure of the grant amount.

9. **INDEPENDENT CONTRACTOR.** The Subrecipient shall be considered an independent contractor and neither the Subrecipient, its employees, nor anyone working under the Subrecipient shall be considered an agent or an employee of County. Neither the Subrecipient, its employees nor anyone working under the Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.

10. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits and approvals to the County upon request.

11. INDEMNITY. The Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Subrecipient's receipt of the grant amount under this Agreement, including any claims that the grant amount paid by the County under this Agreement were not used consistent with the restrictions on the use of Coronavirus Relief Funds (42 U.S.C. § 801) and the regulations and guidance issued by the Department of Treasury regarding the use of such funds. The provisions of this paragraph shall survive the termination of this Agreement.

12. NOTICES. Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Subrecipient:
Scott Stiles
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

County:
Frank Kim
County Executive Officer
Hall of Administration
333 W. Santa Ana Blvd., Third Floor
Santa Ana, CA 92701

13. DEFAULTS. Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this

Agreement, the non-breaching Party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

14. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

15. **ENTIRE CONTRACT:** This Agreement contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the parties unless authorized by the Parties in writing.

16. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County

17. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts. unless authorized by County in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year dated below.

CITY OF GARDEN GROVE
A California Municipal Corporation

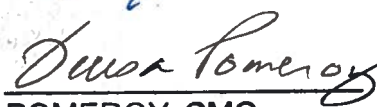
COUNTY OF ORANGE
A political subdivision of the State of California

By: 
Scott C. Stiles, City Manager

By: _____
Michelle Steel, Chairwoman

Date: 6/10/20

Date: _____


ATTEST: 
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: 6/10/20

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ATTEST

By: _____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:

By: 
Omar Sandoval
City Attorney

By: _____
Mark Servino
Supervising Deputy County Counsel

Date: 6-10-2020

Date: _____

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF
SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

I, Scott C. Stiles, am the chief executive or authorized designee of the City of Garden Grove, and I certify that:

1. I have the authority on behalf of the City of Garden Grove to request payment from the State of California ('State') pursuant to the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
2. I understand the State will rely on this certification as a material representation in making a direct payment to the City of Garden Grove.
3. The City Garden Grove's proposed uses of the funds provided as direct payment under the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020 will be used only for costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for the City of Garden Grove
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. The City of Garden Grove agrees to do all of the following as a condition of receipt of funds:
 - a. Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency.
 - b. Use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
 - c. Report on expenditures and summarize regional collaboration and non-duplication of efforts within the region by September 1, 2020, and return any funds that are unspent by October 30, 2020 (unless extended by the Department of Finance based on reported expenditures to date), and repay the state for any cost disallowed after federal review.
 - d. Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF
SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

By: Scott C. Stiles

Signature: _____

Title: City Manager

Date: _____

The completed certification must be submitted by email to:

CRFApplications@dof.ca.gov

Certifications must be received by no later than 11:59 p.m. Pacific Daylight Time on July 10, 2020. Certifications received after that time may be disallowed. The subject line of the email shall only contain the name of the local government entity (i.e. City of xxx or County of xxx).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration to officially name the bike and pedestrian trail the "Congressional Medal of Honor Bike and Pedestrian Trail." (<i>Action Item</i>)	Date:	7/14/2020

OBJECTIVE

To request City Council approval to officially name the bike and pedestrian trail as the "Congressional Medal of Honor Bike and Pedestrian Trail."

BACKGROUND

In 2014, the City created a 1/4 mile bike and pedestrian trail on the Pacific Electric Right-of-Way from Nelson Street to Stanford Avenue. In 2016, the City was awarded an Active Transportation Program Grant through Caltrans to construct a 3/4 of a mile extension to the existing trail from Stanford Avenue to Brookhurst Street. The approximate one mile trail will have both a bike path and a pedestrian path.

DISCUSSION

At the June 9, 2020 meeting, the City Council requested an official naming of the bike and pedestrian trail to honor recipients of the Congressional Medal of Honor. Staff is recommending that both the existing and new bike and pedestrian trail be named the "Congressional Medal of Honor Bike and Pedestrian Trail."

The bike and pedestrian trail is a City park and the proposed name complies with the City Council's Policy Number 700-03 pertaining to naming of parks (attached).

FINANCIAL IMPACT

The proposed official naming of the bike and pedestrian trail has no financial impact to the City's General Fund. A bronze dedication plaque will be installed at a later date and can be absorbed within the existing City budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the official naming of the bike and pedestrian trail, located on the Pacific Electric Right-of-Way to "Congressional Medal of Honor Bike and Pedestrian Trail."

ATTACHMENTS:

Description	Upload Date	Type	File Name
Council Policy 700-03	7/7/2020	Backup Material	Council_Policy_700-03_re_Naming_of_Parks.pdf

SUBJECT:

GUIDELINES FOR
NAMING OF PARKS

POLICY
NUMBER
700-03

EFFECTIVE
DATE
07-18-72

It is the policy of the City Council that the guidelines below be followed in the naming of parks:

II. PARKS TO BE NAMED AFTER PLACES AND FEATURE NAMES - (Priority #1)

- A. The name should reflect a recognizable area, neighborhood, street, or school in the community.
 - 1. The name should aid a person finding the park and should relate to the location name.
 - 2. When parks are adjacent to schools, or are a part of the school property, the park does not necessarily take on the school name. In some cases, however, it may be to an advantage to continue with the same name in order to aid in its location.
- B. Avoid the use of assumed names.
 - 1. A park should be named previous to acquisition or immediately thereafter in order to avoid being named after an assumed name, which may not meet the criteria for the permanent park name.
 - 2. Continuing with assumed names often leads to difficulty in changing the name which more properly meets the criteria for the permanent name.
- C. Naming parks with horticultural type names.
 - 1. Horticultural type names or features should be encouraged for park naming. Names such as Ferndale, Woodland, Forest, etc., often provide good names for park areas.
 - 2. This type of name should be consistent with the horticultural appearance of the park so as to have some logical relationship to the name.

III. NAMING PARKS AFTER MYTHOLOGICAL NAMES - (Priority #2)

- A. The mythological name must fit the general design and concept for the total park.
 - 1. Oftentimes, elements within a park will receive a mythological name to identify that particular segment, such as Atlantis Play Center.
 - 2. The mythological names should have a wholesome connotation and one which can be acceptable by the general community.
 - 3. The name should describe the total area involved.
- B. Parks can be named after a general theme.

1. The theme adopted for the park should logically describe the entire park area.
2. Oftentimes, theme names are utilized only for certain elements or play areas in the park, rather than the total park.
3. A theme name should be used only when the total park is constructed commensurate with the theme name.

IV. NAMING PARKS AFTER HISTORICAL EVENTS - (Priority #3)

- A. The historic event must be of a major local or national significance.
 1. Such events as space missions, early settlement sites, discoveries, etc., would be satisfactory.
 2. The name should definitely tie in the park site with the event, if of local significance only.

V. PARKS TO BE NAMED AFTER PERSONS, UTILIZING PERSONAL NAMES
(Priority #4)

- A. Park areas donated by persons.
 1. The park could be named after the person if the major area of the park is donated by the person, or family.
- B. Naming parks for persons not donating park areas.
 1. The park could be named after persons living or dead, providing the following criteria are met:
 - (a) The person should be a Garden Grove resident who has gained national significance resulting from his public service.
 - (b) He should be as non-controversial as possible and held in high regard by the community.
 - (c) If not a local resident, the person should be recognized nationally for his significant contribution to the national public.
 - (d) The person should not be a contemporary local official. Naming parks after contemporary local officials should be avoided.
 - (e) If deceased, memorials could be named after persons of local significance and/or national significance.
- C. Parks should not be named after commercial businesses, even if land is donated by the business for park purposes. Personal names of businesses should be avoided.
- D. Total park areas would not be named after civic organizations; however, individual units within a park can be named as donated by civic organizations.
 1. The civic organizations often participate in the construction of units or elements in the park. These elements could be named after the organization, or in some way designate the organization as the donor.

COUNCIL POLICY NO. 700-03

2. The park names should avoid giving the impression that the park is for use by a particular group or organization, such as Rotaryland, Girls' Park, Scout Haven, etc.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to R.J. Noble Company for Project No. 7220, Various Residential Streets Improvements (Cost: \$1,359,095) (Action Item)	Date:	7/14/2020

OBJECTIVE

For City Council to award a contract to R.J. Noble Company for Project No. 7220, Various Residential Street Improvements, which includes: Barclay Drive from Orangewood Avenue to Katella Avenue; Maureen Drive from Gilbert Street to Barclay Drive; Fraley Street from Katella Avenue to alley; Gamble Avenue from Huber Street to Barclay Drive; Dewey Drive from Gilbert Street to Huber Street; Huber Street from Dewey Drive to end of cul-de-sac; Vons Drive from Gilbert Street to Barclay Drive; Oma Place from Larkin Drive to Barclay Drive; Larkin Drive from Orangewood Avenue to Oma Place.

BACKGROUND

The proposed project generally consists of roadway rehabilitation by full depth reclamation and cement treatment, asphalt paving, repair of damaged sidewalk, curb & gutter, cross gutter, driveway and alley apron, upgrade of access ramps, installation of catch basin inlet filters, adjustment of utility covers to finish grade, restoration of traffic signing, striping, and pavement markings, and reestablishment of centerline ties and monuments.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100. Seven (7) qualified bids were received and opened in the City Clerk's office at 11:00 a.m. on June 30, 2020. The lowest qualified contractor is R.J. Noble Company, with a total bid of \$1,359,095. This bid amount is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award Contract -July 14, 2020
Begin Construction (estimated) -August 17, 2020
Complete Construction (estimated) -January 11, 2021

FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in the Fiscal Year 2020-21 Capital Improvement Budget and is funded by Community Development Block Grant (CDBG), Measure M2 "Local Fair Share" and Gas Tax funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to R.J. Noble Company, in the amount of \$1,359,095 for Project No. 7220, Various Residential Street Improvements; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Navin Maru, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
AGREEMENT	6/30/2020	Agreement	7-14- 20_C_O_N_S_T_R_U_C_T_I_O_N___A_G_R_E_E_M_E_N_T.docx
BID SUMMARY	7/1/2020	Backup Material	BID_SUMMARY_7220_1.pdf

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this 14th day of July, 2020 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **R J Noble Company**, hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **VARIOUS RESIDENTIAL STREETS REHABILITATION, CITY PROJECT NO. 7220**.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, the Federal Department of Housing and Urban Development is providing partial funding for this Contract to CITY through a Community Development Block Grant;

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as VARIOUS RESIDENTIAL STREETS REHABILITATION, CITY PROJECT NO. 7220., in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK• PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that

CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. The CITY's standard Plans and Specifications and special contractual provisions, including those on file in the office of the Director of Public Works of CITY and adopted by the City Council, and any revisions, amendments or addenda thereto;
- D. The edition of Standard Specifications for Public Works Construction, published by Builders' News, Inc., 10801 National Boulevard, Los Angeles, CA 90064, and all amendments thereto, written and promulgated by the Southern California chapter of the American Public Works Association and the Southern California District Associated General Contractors of the California Joint Cooperative Committee as specified in the particular Plans, Specifications, Special Provisions and Addenda applicable to the Project;
- E. All bid documents, including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as Exhibit "A"), "Form HUD-4010," the Federal Labor Standards Provision of the United States (attached as Exhibit "B"), and "Standard Federal Equal Employment Opportunity Construction Contract Specifications," as established by Federal Executive Order 11246 (attached as Exhibit "C").
- F. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Public Works of CITY (hereinafter referred to as "DPW"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DPW, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **One Million Three Hundred and Fifty Nine Thousand Ninety Five Dollars (1,359,095.00)**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **Ninety (90) working days** from the day the Notice to Proceed is issued by DPW, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DPW. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DPW may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DPW, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DPW.

When directed to change the work, CONTRACTOR shall submit immediately to DPW a written cost proposal reflecting the effect of the change. Should DPW not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DPW and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **Eighteen hundred Dollars (\$ 1,800.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder. For projects on the National Highway System (NHS), the local formula for liquidated damages will be provided.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DPW shall grant a further period of time), notify DPW in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DPW shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

(a) A time extension;

(b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;

(c) Payment of an amount the CITY disputes;

(d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;

(e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DPW (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DPW shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DPW shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DPW in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DPW's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the City Engineer, in writing, either within fifteen (15) days of receipt of the City Engineer's response or within fifteen (15) days of the DPW's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DPW shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Engineer shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DPW may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DPW shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DPW will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DPW, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DPW finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DPW, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY.

Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DPW, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DPW its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

COMMENCEMENT OF WORK. CONTRACTOR 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. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of

CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CG 20 26 07 04 & Form CG 20 37 07 04 or equivalent) (Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CA 20 48 02 99 or equivalent) (Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its

officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVISBACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined

by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Garden Grove
ATTN: Raul Leyva
13802 Newhope Street
Garden Grove, CA 92843
(714) 741-5185 Phone
(714) 741-5419 Fax

TO CONTRACTOR:

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this

Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITYs consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing, and Exhibits "A" through "C" attached hereto, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties. .

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

37. FHWA-1273 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

Performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially

involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the

collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the

project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the

appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the

Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses

and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship

Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable

predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a

subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

R J Noble Company

CONTRACTOR'S State License No. _____

(Expiration Date: _____)

By:

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

**CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
Engineering Division**

BID SUMMARY

PROJECT: PROJECT NO. 7220

VARIOUS RESIDENTIAL STREETS IMPROVEMENT

BID OPENING DATE: June 30, 2020

TIME: 11:00 A.M.

Engineer's Estimate: \$1,500,000.00

	Bidder's Name	Total Bid	% Under/Over Engrs. Est
1	R. J. Noble Company	\$1,359,095.00	09.39% Under
2	All American Asphalt	\$1,476,206.00	01.59% Under
3.	Hardy and Harper, Inc.	\$1,484,000.00	01.07% Under
4.	Sequel Contractors, Inc.	\$1,498,110.00	00.13% Under
5.	EBS General Engineering, Inc.	\$1,506,611.00	00.44% Over
6.	Excel Paving Co.	\$1,569,990.00	04.67% Over
7.	Hillcrest Contracting, Inc.	\$1,658,155.00	10.54% Over

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Consideration of an implicit bias awareness training module for City Council, City Commissioners, and Civilian City Employees as requested by the City Council. (<i>Action Item</i>)		
		Date:	7/14/2020

OBJECTIVE

Provide information for City Council consideration on the incorporation of implicit bias awareness topics to the existing City training program.

BACKGROUND

Under the direction of the City Council on June 9, 2020, staff reviewed the City's current training program to determine how best to enhance the existing training program with "implicit bias" topics.

DISCUSSION

To incorporate training on these topics for the City's civilian employees, Council Members, and Commissioners, several training providers and training courses were reviewed (Attachment A). Staff evaluated training courses with the primary consideration on the relevancy of the topic, type of training (on-line courses or in-person workshops, interactive participation or passive), efficiency of implementation and cost.

One company, Shift HR Compliance, has been identified to provide the most relevant, quality, interactive, and cost effective on-line training. The course specifically identified is titled "Unconscious Bias In The Workplace" and is described as follows: "Introduces the important concept of Unconscious Bias and explores the impact of such biases on employee's work environment. Awareness-building activities help learners understand that we all have biases, and teaches strategies to interrupt and neutralize these biases, guiding learners to be better employees, co-workers and friends. This course focuses on moving beyond awareness-building. Real-life interactive scenarios provide practical experience in making conscious

decisions to move beyond bias.” This module can be integrated into the City’s existing Learning Management System with Target Solutions, and can be implemented quickly and efficiently.

Everfi Training’s course “Uncovering Unconscious Bias” is comparable to Shift’s course in relevancy but the cost is over \$10,000 higher and is based on a flat rate. Kantola Training Solutions course “Diversity & Inclusion: A Step-by-Step Guide to Employees” does not specifically address the implicit bias topic, is too general and is similar to some of the courses already offered by the Orange County Employees Consortium, through which our employees already receive training.

It should be noted that the Garden Grove Police Officers receive training on biased-based policing and racial profiling while in the academy, as it is required by the California Peace Officers Standards and Training (POST), and participate in re-training every five years under the California PC 13519.4(a). Several of our officers are POST certified facilitators on these topics.

Additionally, all Officers receive annual training on biased-based policing and racial profiling and bi-annual training in the areas of tactical communication (de-escalation), ethics and arrest and control techniques as required by POST. Due to the fact that our City Police Officers are already required to take training through POST which covers topics similar to “implicit bias”, the training enhancement would be intended for all other City employees, as well as Council Members and Commissioners.

FINANCIAL IMPACT

The estimated cost to purchase and implement Shift HR Compliance’s “Unconscious Bias In The Workplace” on-line course is approximately \$3,500 to \$10,000. The cost is dependent on the number of participants, \$18 per person for over 500 users or a flat fee for less than 500 users. The City has seven (7) Elected Officials and forty-seven (47) Commissioners and approximately 500 civilian full-time and part-time employees. The cost of this training has not been allocated in the new FY 20/21 proposed budget but can be absorbed within the FY 20/21 City Council’s Contingency Fund.

RECOMMENDATION

It is requested that the City Council:

- Provide Staff direction on the training implementation which includes "implicit bias" topics from Shift HR Compliance; and
- Authorize the use of City Council's Contingency fund to purchase Shift HR Compliance course "Unconscious Bias In The Workplace" training module for City civilian employees, Council Members, and Commissioners.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Overview of Training Courses	7/9/2020	Backup Material	7-14-20_Staff_report_attachment_A_(6-23-20)_(2).pdf

OVERVIEW OF TRAINING COURSES - Attachment A

COMPANY	SHIFT HR COMPLIANCE	EVERFI TRAINING	KANTOLA TRAINING SOLUTIONS
COURSE TITLE	UNCONSCIOUS BIAS IN THE WORKPLACE	UNCOVERING UNCONSCIOUS BIAS	DIVERSITY & INCLUSION: A STEP-BY-STEP GUIDE FOR EMPLOYEES
LENGTH OF THE COURSE	20 Minutes	30 Minutes	18 Minutes
COURSE SUMMARY	Introduces employees to the important concept of Unconscious Bias and explores the impact of such biases on their work environment. Awareness-building activities help learners understand that we have biases, and teaches strategies to interrupt and neutralize these biases, guiding learners to be better employees, co-workers and friends. This course focuses on moving beyond awareness-building. Real-life interactive scenarios provide practical experience in making conscious decisions to move beyond bias.	Covers the concept of unconscious bias (implicit bias), strategies to combat unconscious biases and explains the damaging effects of unconscious bias with research studies and statistics. This course also covers unconscious bias in the hiring process and decision-making as well as tips and tricks for recognizing it.	Creating an inclusive environment in the workplace can be a challenge. Fortunately, these programs teach skills that make it easier for everyone to be more open, more respectful in our behavior, and more willing to help others get the job done. (Note: This training does not specifically address unconscious bias topic.)
COST	Over 500 employees -\$18/employee (approximately \$10,000/annually) 100 employees \$3,500/annually flat fee	Unlimited employees - \$20,000 annual flat fee. Package includes two other courses (Diversity & Inclusion and Harassment Prevention).	Over 500 employees (approximately \$4,125 annually) 50 or less employees (\$6.50 per employee plus administrative costs)
RELEVANCE	Relevant	Relevant	Limited Relevance

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: City Council From:

Dept.: Dept.:

Subject: Discussion on the Enterprise Resource Planning (ERP) project status update, as requested by Council Member Bui. Date: 7/14/2020

Attached is a brief update on the Enterprise Resource Planning project as requested by Council Member Bui.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Subcommittee ERP update memo	7/7/2020	Cover Memo	7-14-20_Memo-ERP_SubcommitteeUpdate-July2020.pdf

City of Garden Grove

MEMORANDUM

To:	ERP Subcommittee - Council Member Patrick Phat Bui	From:	CI Steering Committee
Dept:	City Council	Dept:	City Manager/IT/ Finance
Subject:	ERP Project Subcommittee Update	Date:	July 2, 2020

OBJECTIVE

To update the ERP Subcommittee of the Phase I go-live status with the City Intelligence (CI) Project.

BACKGROUND

In September 2018, the City entered into a software solution agreement with Superion, LLC for the implementation of an Enterprise Resources Planning (ERP) system, Finance Enterprise. Finance Enterprise (FE) is a comprehensive, powerful tool that combines finance, human resources and payroll into one fully integrated system. The CI project management team leading the implementation efforts is comprised of staff members from the City Manager's Office, Finance, Information Technology, Human Resources, and Public Works departments. The project goals are to streamline processes, improve efficiency, promote transparency, enable advanced analytics, and ensure well-informed decision making. The implementation plan is divided into two phases: the first phase is the Finance suite, which went live on July 1, 2020. The second phase will cover Human Resources and Payroll suites. Each phase starts with a comprehensive business process review to ensure the aforementioned project goals are achieved. The total budget for this significant project is \$6.4 million.

DISCUSSION

Phase I of the Project went live on July 1, 2020, as scheduled. FE modules went live include:

- General Ledger;
- Accounts Payable;
- Accounts Receivable;
- Purchasing and Encumbrance;
- Store/Inventory (Warehouse);
- Reports;
- Budget;
- Person/Entity (vendor/customer database); and
- Bank Reconciliation

Additionally, the City's IT Department revamped our Cashiering system to allow transaction posting to FE and improved business processes.

Relevant records from our existing PICK system were converted to FE to maximize efficiency, including:

- 2,878 vendors;
- 259 customers;
- 191 invoices;
- 868 purchase orders;
- 1,679 inventory items; and
- FY2020-21 adopted budget.

The following transactions were successfully processed during the first day of going live:

- Over 900 electronic fund transfer (EFT) payments to Housing vendors;
- Nearly 200 checks printed;
- Two new Purchase Orders created;
- Several warehouse orders issued;
- Numerous cash receipts transactions processed; and
- Over two dozens of invoices entered and routed to approvers via workflow.

There were no system issues on the first day. Several user issues and minor configuration deficiencies were identified, such as:

- Workflow routing – it is an ongoing effort to refine workflow as we better understand how the system functions over the next few months, along with modifying our processes
- Application functionality – users identified situations not evaluated during training and testing, such as setting up temporary vendor for refund and retention withholding
- Reporting – additional reporting needs were identified. We have Central Square consultants standing by to address this issue over the next couple of months.

Budget-wise, we are on target. A total of \$4.4 million was designated for consulting services to be provided by both CentralSquare and Schafer Consulting, among which \$2.8 million was for Phase I. As of the end of June 2020, a total of \$650,000 consulting fees were paid. We anticipate additional consulting fees related to post-go-live support, as well as bringing on a few modules that were postponed. However, Phase I of the project did come in well under budget, partly due to the savings on consultant travel cost. All end user trainings were conducted virtually, due to the COVID-19 pandemic. The Project Team was able to develop an online training platform and strategy to meet our needs, which effectively avoided delay in project go-live and realized cost saving.

In summary, the deployment of the Phase I of the project was successful. Prior to go-live, the core Project Team developed and distributed a Hotline informational flyer to anticipate call/questions from end users by functional area. During go-live, we have key consultants standing by for critical issues. A post-go-live Q&A live session

will be hosted next Tuesday to answer questions from our end users and refine our configuration. System configuration will be evaluated continuously and modified as needed to ensure it meets user expectations as well as sound business practices.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Mayor and City Council From:

Dept.: Dept.:

Subject: Discussion regarding a resolution of the City of Garden Grove requiring the wearing of face coverings in public during the COVID-19 local emergency as requested by Council Member Kim Nguyen.
(*Action Item*) Date: 7/14/2020

Attached for discussion is a resolution regarding requiring face coverings in public during COVID-19 local emergency and guidance for face coverings from the California Department of Health.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	7/9/2020	Resolution	7-14-20_Resolution_Requiring_Face_Coverings_in_Garden_Grove.7.9.20.Rev.pdf
Guidance	7/9/2020	Backup Material	Guidance-for-Face-Coverings_06-18-2020.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN
GROVE REQUIRING THE WEARING OF FACE COVERINGS IN
PUBLIC DURING THE COVID-19 LOCAL EMERGENCY

WHEREAS, on February 26, 2020 the County of Orange declared a local emergency and a local health emergency due to the spread of the novel coronavirus, COVID-19; and since issued Public Health orders to help prevent the spread of COVID-19. On March 4, 2020, California Governor Gavin Newsom proclaimed a "state of emergency" in response to the COVID-19 pandemic; and since issued several Executive Orders that include extraordinary measures directed at slowing the spread of COVID-19 and reducing impacts to residents and businesses;

WHEREAS, on March 17, 2020, the Garden Grove Director of Emergency Services proclaimed the existence of a local emergency due to COVID-19; and on March 24, 2020, the City Council of the City of Garden Grove adopted Resolution 9613-20 ratifying the City Manager/Director of Emergency Services' Local Emergency Proclamation; and on April 15, 2020, orders issued pursuant to the proclamation of the local emergency were extended by the Director of Emergency Services to run concurrently with the Executive Orders of the Governor of the State of California.

WHEREAS, in continued efforts to "slow the spread" of COVID-19, which is an airborne illness, on June 18, 2020, the California Department of Public Health (CDPH) issued updated guidance for the use of cloth face coverings by the general public when outside the home. This guidance mandates that face coverings be worn state-wide in accordance with specified circumstances and exceptions. The Orange County Health Officer issued similar guidance requiring face coverings on July 1, 2020;

WHEREAS, in conformance with guidance from the CDPH and the Orange County Health Officer, the City Council finds that, in light of evidence showing an increased transmission of COVID-19 both within the City and the broader community, as well as scientific evidence showing that wearing face coverings in public is effective at slowing the transmission of COVID-19, especially from those persons who are asymptomatic, a Resolution requiring face coverings while in a public setting is necessary to raise awareness and reduce the transmission of COVID-19 within the bounds of the City of Garden Grove;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Garden Grove that the following orders be hereby implemented as follows:

SECTION 1. FACE COVERINGS. Pursuant to the local emergency proclamation and in accordance with the regulations of Chapter 6.08 of the Garden Grove Municipal Code and the California Emergency Services Act, Govt. Code 8550 et seq.:

- Each resident of, or visitor to, the City of Garden Grove shall wear a face covering when they are in the high-risk situations outlined in the attached CDPH Guidance for the Use of Face Coverings. The same exemptions also apply.
- To enhance public safety and awareness, the City shall promote wearing face coverings through various public outreach tools, including the use of electronic message boards, educational flyers, and website and social media messaging.

SECTION 2. PENALTY AND ENFORCEMENT. The orders herein are issued pursuant to the proclamation of the local emergency and enforceable pursuant to Section 6.08.120 and Chapter 1.04 of the Garden Grove Municipal Code, which prohibits any person from violating any provision of the Code and punishable as a misdemeanor, and Chapter 1.22 of the Garden Grove Municipal Code which further authorizes enforcement officers to issue administrative citations to persons violating any provision of the Municipal Code.

SECTION 3. EFFECTIVENESS AND TERM. This Resolution shall remain in full force and effect until the end of the local emergency declared by the Director of Emergency Services and ratified by the City Council, unless earlier repealed or terminated.



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

Released June 18, 2020

- Revised on June 29, 2020 to clarify that children under two years old are exempt from wearing face coverings due to risk of suffocation

GUIDANCE FOR THE USE OF FACE COVERINGS

Because of our collective actions, California has limited the spread of COVID-19 and associated hospitalizations and deaths in our state. Still, the risk for COVID-19 remains and the increasing number of Californians who are leaving their homes for work and other needs, increases the risk for COVID-19 exposure and infection.

Over the last four months, we have learned a lot about COVID-19 transmission, most notably that people who are infected but are asymptomatic or pre-symptomatic play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, and/or sneezing, as well as reinforce physical distancing.

This document updates existing [CDPH guidance](#) for the use of cloth face coverings by the general public when outside the home. It mandates that face coverings be worn state-wide in the circumstances and with the exceptions outlined below. It does not substitute for existing guidance about social distancing and handwashing.

Guidance

People in California must wear face coverings when they are in the high-risk situations listed below:

- Inside of, or in line to enter, any indoor public space;¹
- Obtaining services from the healthcare sector in settings including, but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank;²
- Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle;
- Engaged in work, whether at the workplace or performing work off-site, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;

¹ Unless exempted by state guidelines for specific public settings

² Unless directed otherwise by an employee or healthcare provider



- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.
- While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

The following individuals are exempt from wearing a face covering:

- Persons younger than two years old. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.
- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others.

- Persons who are incarcerated. Prisons and jails, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.

Note: Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Background

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.

How well do cloth face coverings work to prevent spread of COVID-19?

There is scientific evidence to suggest that use of cloth face coverings by the public during a pandemic could help reduce disease transmission. Their primary role is to reduce the release of infectious particles into the air when someone speaks, coughs, or sneezes, including someone who has COVID-19 but feels well. Cloth face coverings are not a substitute for physical distancing, washing hands, and staying home when ill, but they may be helpful when combined with these primary interventions.

When should I wear a cloth face covering?

You should wear face coverings when in public places, particularly when those locations are indoors or in other areas where physical distancing is not possible

How should I care for a cloth face covering?

It's a good idea to wash your cloth face covering frequently, ideally after each use, or at least daily. Have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps
- Cannot stay on the face
- Have holes or tears in the fabric

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