

Housing & Human Services Grant Program

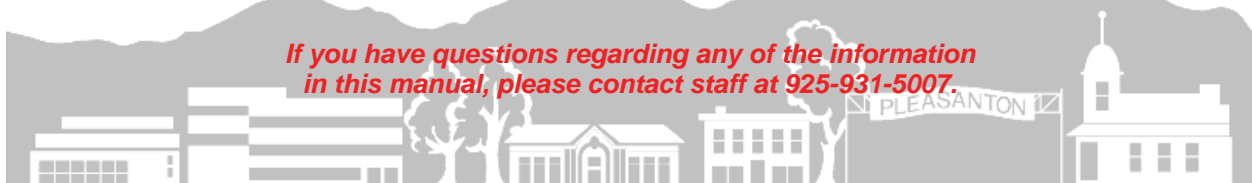
- 1. Federal Community Development Block Grant (CDBG) Funds*
- 2. Federal HOME Investment Partnership Program (HOME) Funds*
- 3. City Lower Income Housing Funds for Housing*
- 4. City General Funds for Human Services (formerly "City Grant")*

POLICY MANUAL

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*If you have questions regarding any of the information
in this manual, please contact staff at 925-931-5007.*



Part 1: Housing and Human Services Grant Program Regulations

The City of Pleasanton's Housing and Human Services Grant (HHSG) program is funded through four (4) separate funding sources, each of which has specific priorities and restrictions:

1. *Federal Community Development Block Grant (CDBG) Funds*
2. *Federal HOME Investment Partnership Program (HOME) Funds*
3. *City Lower Income Housing Funds for Housing*
4. *City General Funds for Human Services (formerly "City Grant")*

The following general policies are applicable to all funding sources within the HHSG program:

- At least 75% of the program's participants must be low income (80% or less of the Area Median Income, or AMI; defined later).
- All agencies receiving funding cannot discriminate in the selection of clients or proselytize when providing services.

All applications for HHSG funding must meet at least one of the goals or priorities in each of the following four categories:

1) City of Pleasanton Consolidated Plan Goals (to be updated for FY 2010-2014)

1. Increase and maintain the number of affordable rental units with an emphasis on the following populations: emancipated youth, families, adult (21 – 64 years), seniors, under-served minorities and special populations.
2. Preserve existing affordable rental and ownership housing for low and moderate income households.
3. Assist low and moderate income first time homebuyers.
4. Reduce housing discrimination.
5. Maintain, improve and expand the capacity of housing, shelter and services for homeless individuals and families including integrated healthcare, employment services and other supportive services.
6. Increase and expand activities designed to prevent those currently housed from becoming homeless.
7. Build on inter-jurisdictional cooperation to achieve housing and homeless needs.
8. Increase the availability of service-enriched housing for persons with special needs.
9. Downtown Economic Development
10. Public Service Support
11. Capital Improvement Projects

2) U.S. Department of Housing and Urban Development (HUD) Strategic Goals

1. Increase homeownership
2. Promote decent affordable housing
3. Strengthen communities
4. Ensure equal opportunity in housing.
5. Promote participation of grass-roots faith-based and other community-based organizations



3) U.S. Department of Housing and Urban Development (HUD) Policy Priorities

1. Provide increased homeownership and rental opportunities for low and moderate-income persons, persons with disabilities, the elderly, minorities, and families with limited English proficiency.
2. Improving the quality of life in our Nation's communities
3. Encouraging accessible design features.
4. Participation of minority-serving institutions in HUD programs.
5. End chronic homelessness within ten years.
6. Removal of barriers to affordable housing.

4) Tri-Valley Human Services Needs Assessment (2003) Service Gaps

1. Availability of convenient, affordable, high quality health care services, especially specialty health and dental.
2. Access to affordable and high quality childcare and after school programs.
3. Availability of homeless services, such as shelters and transitional housing for families and single adults.

Income Priorities and Restrictions

At least 75% of the program's participants must be low income (80% or less of AMI) as determined annually by HUD for the Oakland-Fremont Metropolitan Statistical Area. Please refer to the income chart in Appendix B of this handbook. Please refer to the following HUD website for guidance regarding the determination of participant income eligibility: www.hud.gov/local/pa/working/cpd/hbpointers.cfm.

Considerations for Faith-Based Organizations

The City will accept and review applications from faith-based organizations that meet the application requirements and request funding for eligible activities as defined in this manual. The City will not to provide any special accommodation for faith-based groups and will consider their applications the same as those of non-secular agencies and non-profit organizations. The City will only allocate HHS funding for projects that offer services on a nondiscriminatory basis.

HUD issued new regulations in the Federal Register in 2003 and 2004 that removed barriers and encouraged faith-based organizations to receive federal funding. However, the regulations clarify that there should not be excessive entanglement with government funding and religion. Funding is specifically prohibited for inherently religious organizations that require worship or proselytize to their clients. Faith-based organizations are still allowed to carry out their mission, maintain icons and religious symbols in their facilities, and select and maintain Board of Directors representatives based upon religious affiliation.



Language Access for Persons with Limited English Proficiency (LEP)

Over the past several years, the City has increased its promotion of services that reflect Pleasanton's evolving cultural diversity and address the language access needs of underserved, Limited English Proficient (LEP) residents. Executive Order 13166 requires all recipients of federal funding, including state, local and non-profit agencies, to take "reasonable" steps to ensure meaningful access to services for LEP residents. This includes:

- Development of a Language Access Plan (LAP) that identifies the LEP population in our community and ways in which language access will be provided; and
- Provision of appropriate language assistance (e.g., translation of materials, staff training, interpreters, and coordination with other services/agencies for translation services).

Agencies may contact HHS staff if they have questions on providing appropriate language assistance to their clients. Additional LEP guidance is available on HUD's web site at www.hud.gov/offices/ftheo/promotingfh/lep-faq.cfm.

City of Pleasanton Community of Character Declaration

The City of Pleasanton, in partnership with the Pleasanton Unified School District, adopted six behavior characteristics that we pledge to model and advance in our community:

- | | |
|--------------------|------------------------------|
| 1. RESPONSIBILITY | <i>(August - October)</i> |
| 2. COMPASSION | <i>(November - December)</i> |
| 3. SELF-DISCIPLINE | <i>(January)</i> |
| 4. HONESTY | <i>(February)</i> |
| 5. RESPECT | <i>(March - April)</i> |
| 6. INTEGRITY | <i>(May - July)</i> |

Pleasanton is fortunate to have a citizenry that is committed to maintaining the standards which make this a wonderful place to live, raise a family, work and play. By adopting these characteristics, we seek to expand our character development efforts by reinforcing those values which foster strong individuals, families, neighborhoods and communities. To underscore the City's commitment to these principles, each City Council meeting begins by calling attention to the behavior characteristics and explaining how they apply throughout the meeting. Also, each characteristic receives special attention during a period of time during the year. Banners displaying the highlighted value are placed at City facilities and schools. Applicants for HHS funding are requested to endorse and abide by the Community of Character principles by signing a declaration at the time of application submission.

Citizen Participation Plan

The City adopted a Citizen Participation Plan in July 1996 (as required by HUD) to establish procedures for the distribution and administration of federal grant funds. The complete text of the Citizen Participation Plan is found in Appendix B.



Objectives and Eligible Activities for Specific Funding Programs

1) Community Development Block Grant (CDBG)

Each year, the City of Pleasanton receives an entitlement grant of federal Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD). CDBG funds must be used for projects which benefit primarily lower income households or individuals, aid in the prevention or elimination of slums or blight, or meet an urgent local community development need.

The City has traditionally opened these federal funds for application by eligible nonprofit agencies which provide housing and services benefiting low-income Pleasanton residents. Activities that are eligible for CDBG funding include acquisition, construction, rehabilitation, or installation of public facilities and improvements; public services (limited to 15% of the City's total grant); removal of architectural barriers to elderly or handicapped persons; and, rehabilitation and preservation activities for low-income housing, senior housing, and other qualified facilities.

Prior to 1994, the City received its CDBG funds through Alameda County as a smaller city. As of July 1, 1994, the City became eligible (due to its increased population) to receive a direct entitlement from HUD. HUD determines each jurisdiction's funding level prior to the beginning of each new fiscal year based on a formula which includes factors such as the population of low income persons and the age and quality of the housing stock. Since becoming an entitlement city in 1994, Pleasanton has received approximately \$250,000 to \$300,000 in CDBG funds each year.

In order to receive CDBG funds each year, the City enters into a contract with HUD to agree to implement the Housing and Community Development Act of 1974 and related CDBG program regulations in 24 CFR (Code of Federal Regulations) 570. All CDBG allocations are subject to the regulations detailed in OMB Circulars A-110 & A-122. Information regarding both programs can be obtained on HUD's website (www.hud.gov) and in Appendix B of this manual.

All CDBG-funded activities must meet at least one of the National Objectives stated in 24 CFR 570.200(a)(2):

1. At least 70% of the program's participants must have low or moderate income as defined by HUD.
2. The project must eliminate slum and blight as defined by HUD.
3. The project must meet an urgent need designated as an emergency (e.g., by the Pleasanton City Council).

The following activities are eligible for CDBG funding per 24 CFR 570.201:

- Acquisition of real property for any public purposes other than the general conduct of government.
- Disposition of property acquired with Community Development Block Grant (CDBG) funds.



- Acquisition, construction, rehabilitation, or installation of public facilities and improvements carried out by the City or other public or private nonprofit entities.
- Public services (limited to 15% of the City's total CDBG grant) which are directed toward improving the community's public services and facilities, including, but not limited to, those concerned with employment, Welfare Reform, child care, health, drug abuse, education, job training assistance, recreational needs, crime prevention, or energy conservation. To qualify, a public service must be either a new service or a quantifiable increase over the previous year and must benefit seventy percent (70%) low/moderate income persons.
- Removal of architectural barriers, which restrict the mobility, or access of elderly and/or persons with disabilities. All publicly and privately owned buildings and facilities are eligible for funding.
- Rehabilitation and preservation activities for:
 - Low and moderate-income owner-occupied houses.
 - Low and moderate-income public housing.
 - Publicly owned non-residential buildings and improvements otherwise eligible for assistance.
 - Publicly or privately owned historic properties.
 - Closed school buildings to be converted for use as an eligible commercial or industrial facility, public facility, or for housing.
 - Low and moderate-income senior housing.
 - Business that agree to hire and/or serve low and moderate-income persons.
- Activities designed to create or retain jobs. All jobs created within the applicant's project are required to be permanent and at least 51 percent of the total amount must be for persons of low and moderate income.

The following activities are ineligible for funding through CDBG (24 CFR 570.207):

- Buildings for the general conduct of government. This includes operating and maintenance expenses. Exceptions are operation and maintenance expenses associated with public service activities, interim assistance, and CDBG program staff.
- General government expenses except to carry out the CDBG program.
- Political or religious activities.
- Construction equipment.
- Fire protection equipment unless an integral part of a public facility.
- Personal furnishing and property.
- Food not related to direct service delivery to clients.
- Furnishings that are not integral structural fixtures.
- New housing construction except for land acquisition and other specific circumstances
- Income payments and other subsistence payments made to individuals or a family.



2) HOME Investment Partnership Program (HOME)

The City of Pleasanton participates with other jurisdictions in the Alameda County HOME Consortium for the purpose of receiving and administering federal HOME (HOME Investment Partnership Program) funds. Pleasanton receives approximately \$150,000 in HOME funds each year through Alameda County.

The Consortium adopted a Five-Year Consolidated Plan in May 2005 covering fiscal years 2005 through 2009 and will adopt an updated Plan in 2010 for fiscal years 2010 through 2014. Each year, participating jurisdictions update the Consolidated Plan with one-year Action Plans which outline resources and activities to be undertaken during the next fiscal year regarding issues relating to housing and community development.

As with federal CDBG funds, the City enters into a contract with HUD to agree to implement the applicable HOME program regulations found in 24 CFR part 92 established by Title II of the Cranston-Gonzales National Affordable Housing Act of 1990. Information regarding the HOME program regulations can be obtained on HUD's website (www.hud.gov) and in Appendix B of this manual.

All HOME-funded activities must meet at least one of the National Objectives stated in Title 42, Chapter 130, Subchapter II, Section 202:

1. Expand the supply of rental housing that is affordable to very low and low-income persons and families.
2. Improve homeownership opportunities to very low and low-income persons and families.
3. Expand the capacity of non-profit providers of lower income housing.
4. Encourage private-sector participation in the development of lower income housing.

Participating Jurisdictions, or PJs [e.g., *the City of Pleasanton as a member of the Alameda County HOME Consortium*], may choose among a broad range of eligible activities per 24 CFR 92.205 and 92.206:

- Provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers.
- Build or rehabilitate housing for rent or ownership or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses.
- Provide tenant-based rental assistance contracts of up to two (2) years if such activity is consistent with their Consolidated Plan and justified under local market conditions.

Some special conditions apply to the use of HOME funds. HOME-assisted rental housing must comply with certain rent limitations (rent limits are published each year by HUD). The program also establishes maximum per unit subsidy limits and maximum purchase-price limits. PJs must match every dollar of HOME funds used (except for



administrative costs) with 25 cents from nonfederal sources, which may include donated materials or labor, the value of donated property, proceeds from bond financing, and other resources. The match requirement may be reduced if the PJ is distressed or has suffered a Presidentially declared disaster. In addition, PJs must reserve at least 15 percent of their allocations to fund housing to be owned, developed, or sponsored by experienced, community-driven nonprofit groups designated as Community Housing Development Organizations (CHDOs).

PJs must ensure that HOME-funded housing units remain affordable in the long term (20 years for new construction of rental housing; 5-15 years for construction of homeownership housing and housing rehabilitation, depending on the amount of HOME subsidy). PJs have two years to commit funds (including reserving funds for CHDOs) and five years to spend funds.

The following activities are ineligible for funding through HOME (24 CFR 92.214):

- Project reserve accounts or operating subsidies
- Tenant-based rental assistance in conjunction with a rental rehabilitation program or for a specific project.
- Match for other federal programs except McKinney Act funds
- Operations or modernization of public housing.
- Acquisition of City-owned property.
- Committing additional HOME funds after a project has been complete for over one year.

3) City Lower Income Housing Funds for Housing

Since 1978, the City of Pleasanton has charged an in-lieu fee from developers in order to address the need for affordable housing related to new growth (residential and commercial). The fees have been used to create a Lower Income Housing Fund (LIHF) with the following established purposes:

- Creating new affordable lower income and moderate income housing to offset the impacts of new development, both residential and commercial/office/industrial, on the City's housing stock.
- Enabling the City to meet the portion of its lower income and moderate income housing needs as identified in the General Plan Housing Element which cannot be adequately met through other measures such as inclusionary programs and market rate projects.

LIHF funds shall be used for projects or activities which benefit Pleasanton residents and/or workers and which address the goals policies and programs of the General Plan Housing Element for affordability level, housing tenure, and other priority issues. Priority is given to projects which address the housing needs of very low income, low income, and moderate income households according to the level of need established in the General Plan Housing Element. Priority is also given to projects or activities that create new affordable housing through new construction, acquisition, rehabilitation, extending the term of affordability, and



similar methods. The portion of the LIHF which is derived from fees collected from commercial, office, and industrial development is maintained separately from fees derived from residential development and may be used solely for activities aimed at providing lower income housing for Pleasanton workers.

In July 1994, the City Council adopted a set of policies and guidelines for use of the LIHF (Resolution No. 94-80). The eligible uses for the LIHF are summarized below:

- Property acquisition
 - Purchase of land for new construction
 - Purchase of existing housing units for conversion, redevelopment or rehabilitation
 - Purchase of existing affordable housing units to preserve affordability
- New construction
 - Payment of costs associated with construction of new rental or ownership housing for very low or low income households
 - Payment of costs associated with construction of new ownership housing for moderate income, first-time home buyer households
- Rehabilitation
 - Projects or activities that increase the City's stock of low and very low income rental and ownership housing
 - Projects or activities related to the physical maintenance of rental and ownership housing occupied by very low or low income households
- Housing counseling / public services related to housing
 - Provision of counseling and similar assistance where the goal is to expand housing opportunities in Pleasanton for low and very low income households (must benefit at least 70% low income households)
- Financial activities
 - Direct and indirect financial assistance to projects that provide affordable housing
 - Funding for second mortgage and down payment assistance programs for moderate, low, and very low income households

The use of the LIHF is subject to review and approval by the City Council on a case-by-case basis to ensure consistence with the City's adopted policies.

Resolution No. 94-80 specifically states that, if deemed appropriate, the City Council may establish a target or cap each year for the amount of the LIHF which may be made available to supplement the CDBG program in conjunction with the annual CDBG funding allocation process. In the past, the City has allocated approximately \$50,000 to \$100,000 annually from the LIHF to supplement housing-related projects that have applied for CDBG funding and are consistent with the uses established for the LIHF. This supplement has enriched the City's grant program and has allowed the City to extend the benefits provided through federal sources such as CDBG and HOME to benefit a larger number of Pleasanton residents.



4) City General Funds for Human Services (formerly “City Grant”)

Since 1994, the City of Pleasanton has implemented a modest annual “City Grant” program to provide financial support for non-profit, community-based organizations through the City’s General Fund. The mission statement for the program is simple: “to enhance the quality of life in Pleasanton.” Funding has been allocated according to the following three (3) categories:

1. Human Services
2. Youth Programs and Services
3. Civic Arts / Culture

The total amount of funding allocated each year through the City Grant program has ranged from approximately \$30,000 to \$190,000, with the highest level of funding (approximately \$130,000 annually) going to the category of human services.

In 2009, the City Council approved changes to the City’s grant process to move the portion of funding formerly allocated for human services through the City Grant program to the new Housing and Human Services Grant (HHSG) program. The smaller Youth and Civic Arts grant programs will continue to be administered separately as the new “Community Grant” program.

The following general activities are eligible for City General Fund grants for human services:

- Seed funding (new projects/programs)
- Capital projects (permanent or semi-permanent physical facility amenity)
- Operational (direct services only; administrative expenses are ineligible)

The priority for this HHSG funding category is for projects and activities that promote a healthy community, with emphasis on projects that address service network gaps and shortcomings as identified in the Tri-Valley Human Services Needs Assessment (May 2003).

Inasmuch as the amount of funding available through the General Fund is limited, priority will be given to those applications requesting one-time-only or matching funds and that serve a large number of Pleasanton residents.

In order to meet City financial and accounting requirements, projects funded with General Funds must have a start-up date not earlier than July 1 and must be completed by June 30 of the applicable fiscal year (i.e., funds cannot be expended prior to July 1 or after June 30).





Part 2: Application Submission and Review Process

This section provides information on the completion of the City of Pleasanton's Housing & Human Services Grant (HHS) application. The City makes every reasonable effort to inform the community of this funding opportunity and maintains an on-going mailing list of over 100 interested parties. However, we assume no responsibility for failure to inform all interested parties of this opportunity.

The City reserves the right to reject incomplete and unresponsive proposals or deny future funding to applicants that have been unresponsive in carrying out the grant requirements as stated by the City, the U.S. Department of Housing and Urban Development (HUD), and other regulatory agencies. This application opportunity is a solicitation of proposals only; no specific offer of contract or funding is implied. Costs incurred by the respondent in preparation and completion of this application are not the City's obligation and may not be reimbursed through grant funds.

Application Instructions

All agencies seeking HHS funding must submit a completed Application Packet to the City. If an agency is requesting funding for more than one project, a separate Application Packet must be submitted for each project. The instructions in this manual are general; applicants should refer to the specific instructions in the Application Packet for detailed guidance on preparing a submission.

The Application Packet will be distributed in "hard copy" form to all interested parties. The document will also be made available electronically (e.g., either in .doc or .pdf format with fillable fields). Applicants should answer each question in the application separately using 8½" x 11" white paper, a minimum 12-point font type, and a minimum of 1" margins on all sides. The project and budget narratives must not exceed four (4) total pages. All pages must be consecutively numbered. A response must be provided to each question even if it appears repetitious. If applicable, an additional page should be completed answering questions regarding capital requests.

Applicants are only required to provide one (1) original application with attachments. Additional copies are not required. Staff will prepare the necessary copies for distribution internally, to Commission members, etc.

The due date for submission of applications will be clearly stated in the Application Packet. Any applications that are received after the established date and time will not be considered for funding. Postmarks are not acceptable, and the City will not accept faxed or emailed applications. You may submit the application by mail or deliver it to City of Pleasanton offices at 123 Main Street (Attn: City Clerk). Applications should be addressed as follows:

**Housing & Human Services Grant, c/o City Clerk
City of Pleasanton
123 Main St.
Pleasanton, CA 94566-0802**



Applicants should refer to the Application Checklist in Appendix A to ensure that the application package is complete. [It is not necessary to return the checklist with the application; this is for applicants' use only.] Failure to comply with any of the requirements stated in the application instructions may result in reduced scoring or elimination from consideration for funding. City Staff will not contact your agency if you fail to submit any portion of the application.

The first page of the packet includes summary information for the applicant and the project for which HHSG funds are being sought. Applicants must specify if they are requesting capital or public service funds. They should also note whether the request is for a newly created project or activity and/or one-time "seed" funding. The City (staff and commissions) will determine which funding source best fits each project in their recommendation to the City Council. Applicants should contact staff with any questions regarding the funding source recommendation.

The second page of the packet consists of an outline for the more detailed information that is required for each application (either in narrative form or on specified forms that are included as appendices to the Application Packet). The outline includes specific instructions for the completion of each section.

A) Project Narrative (*maximum three pages*)

- Describe the project for which funding is sought and including a brief description of the agency. Describe the problem(s), need(s), issue(s), or other service gaps to support the need for the project/activity in Pleasanton. In addition, supply data such as demographics, reports and/or other information supporting the need for the project in Pleasanton. Do not solely cite statistics from your own program to prove need. List the location(s) where the project will be delivered (include a map if applicable).
- Describe the population you anticipate serving with these funds. How many are Pleasanton residents? Include the type and frequency of outreach efforts and how these efforts are accessible to limited-English speakers. Describe your agency's language access capabilities and how you provide culturally appropriate services.
- How do you define success in this project? Please list and briefly describe the goals/outcomes that are crucial to the success of your project. What strategies or objectives will the agency use to track the progress of meeting the goal(s)? Describe how participation in this project will change, enhance, or provide lasting improvements in the lives of potential clients.
- Identify the organizations that your agency works or cooperates with and describe their relevant capabilities that result in greater service integration. Complete the Collaborating Agency Affidavit at the end of the application for each collaborating agency.
- Provide an explanation of how your programs are accessible to individuals with various types of disabilities.



- Describe leveraging or sustainability efforts your organization is implementing to maintain current service levels.

B) Budget Narrative (*maximum one page*)

- Describe how the funds will be used, how this project is cost effective, and how the budget is deemed to be reasonable.
- If this application does not receive funding, what will be the effect on the project?
- Does the agency anticipate having any unspent grant funds at the end of the fiscal year? If so, explain why.
- Complete the Financial Information Form and Project Budget Form.

On the Financial Information Form, applicants should list all funding sources other than what is being applied for within the HHSG application. This is to include, but is not limited to, foundations, corporations, individual contributions, events, and in-kind contributions. Applicants should include the name of the organization, the amount and type of funds, how the agency will use the funding, and if the funds are committed. If a source is uncommitted, the date the agency anticipates receiving approval should be provided. If the applicant is utilizing HHSG funds to pay for staff costs, the Financial Information Form should include a list of each employee and the percentage of his/her salary and benefits that will be paid with HHSG grant funds, including the total monthly and yearly costs to the HHSG program.

On the Project Budget Form, the applicant should provide the budget for the specific HHSG funding request, including staff, services, contracts, office expenses, design, property acquisition, and other soft costs, as applicable. The form should specifically state the percentage of the total project budget that will be spent on administration. The Project Budget Form must also include an outline of the total project budget. [One of the required outcome indicators is the amount of funding that is being leveraged with HHSG dollars; therefore, the City must have information on the total project budget in order to correctly report the leveraging ratio.]

C) Capital Expenditure Narrative (*if applicable; maximum one page*)

- Provide a detailed budget and scope of work for each capital expenditure or a construction/rehabilitation budget.
- Describe how you ascertained these costs.
- Describe any land tenure issues (e.g., do you own or lease the property, lease terms, etc.).



- Will this project require implementation of Davis-Bacon/Fair Labor Standards Act? If required, describe how your agency will comply with this regulation (bid requirements, type of wage rate, etc). [Please contact staff immediately if you have any questions regarding Davis-Bacon requirements.]

D) Performance Measures

Information should be provided on the two-page Performance Measures form provided as part of the Application Packet. Additional information on performance measures is provided below.

E) Community of Character Declaration and Collaborating Agency Affidavit(s)

As a relatively new requirement, applicants for HHSG funding are required to endorse and abide by the City’s Community of Character principles by signing the Community of Character Declaration form that is included in the Application Packet. Information on the Community of Character principles is provided in the first section of the manual.

Applicants are also required to complete one or more Collaborating Agency Affidavit forms for each collaborating organization or agency identified for this project by the applicant agency. Completed forms (signed) must be submitted at time of application (one form for each collaborating agency; attached additional pages as necessary).

Performance Measures

The purpose of this section is to allow the City of Pleasanton to gather information from subrecipients to determine how the programs funded by HHSG are meeting local needs and to enable accurate reporting of program outcomes. This information will be reported to City commissions, the City Council, and HUD.

Performance data is collected based on strict definitions established by HUD. On the two-page Performance Measures form, applicants are asked to identify the City Consolidated Plan goals, HUD strategic goals, HUD policy priorities, and Tri-Valley Human Services Needs Assessment service gaps that the project is designed to address. A list of these goals and priorities is found in Part 1 of this manual and is also included in Appendix A of the Application Packet. Applicants should select (by circling) all of the goals / priorities that apply to the project for which HHSG funds are being sought.

Applicants are also requested to provide the following information:

- The HUD-defined objective which most closely pertains to the project. These objectives are provided by directly by HUD, and applicants should check ONE box only. The three choices are: 1) creating a suitable living environment; 2) providing decent affordable housing; or 3) creating economic opportunities.
- The HUD-defined outcome which most closely pertains to your project. As with the objectives, the outcomes are also provided directly by HUD, and applicants should check ONE box only. The three choices are: 1) availability / accessibility; 2) affordability; or 3) sustainability.



- The specific indicator (or output) that most closely pertains to the project. These specific indicators are also provided by HUD and are intended to express the direct products of a project's activities. Applicants should check at least one of the eighteen (18) boxes for specific indicators and may choose more than one if applicable.

The second page of the Performance Measures form requests information regarding the projected beneficiaries of the proposed project for which HHSF funding is being sought.

- Select the common indicator that will be used to track the quantity of beneficiaries served by the project (choose either "households" or "persons"; DO NOT choose both) and list the number of clients (households or persons) that are anticipated to be served by the project.
- List the number of Pleasanton clients (either households or persons) that are anticipated to be served according to the following special needs categories: low income, very low income (see Appendix B for income ranges), disabled, female headed households, senior, youth, and homeless. [Note that the total number may not necessarily equal the total number of anticipated clients listed in 4a above.]
- List the number of Pleasanton clients you anticipate servicing broken down by the HUD-recognized racial and ethnic categories. The first column should list the TOTAL number of clients in each of the HUD-defined racial categories. The second column should list the number of persons in each racial category who claim Hispanic ethnicity (i.e., HUD does not recognize "Hispanic" as a separate race). [In this case, the total number at the bottom of the first column should equal the total number of anticipated clients listed in 4a above.]

Applicants should contact staff if there are any questions regarding the information requested on the two-page Performance Measures form.

Application Review Process

Each application will be reviewed by the City's Human Services Commission (HSC) at its March meeting (the first Wednesday evening in March). A staff report will be prepared and copies of the agenda and report will be mailed to each applicant agency prior to the HSC meeting. A representative of each agency applying for HHSF funds is required to attend the meeting to represent the application. Each applicant will be given a specific time slot and approximately three (3) minutes to give a presentation and receive questions. Applicants are advised to focus their presentations on elements of their projects that are perhaps not readily apparent in the written submission and on addressing any questions posed by the HSC. Following the applicant presentations, the HSC will discuss the applications and vote on a funding recommendation for consideration by the City Council in April.

Applications that have a housing component may also be referred to the City's Housing Commission (HC) for review and recommendation (generally in late February) prior to HSC review. The HC's recommendation will be included in the information provided to the HSC.



If an applicant is requesting funding for a capital project, City staff and/or members of City commissions (i.e., HSC and/or HC) may arrange to make a site visit to review the proposed project in February or March. Applicants are expected to make reasonable accommodations for site visits to ensure efficient and timely review of applications.

City of Pleasanton HHSG funds (from both local and federal sources) are extremely limited. The HSC will consider a range of issues in formulating its funding recommendation and will analyze the proposal against general HHSG funding criteria as well as specific criteria for the federal CDBG and HOME programs. A list of general evaluation criteria is found in Appendix A. In conjunction with these evaluation criteria, the HSC will also consider each individual agency's performance for the current and prior fiscal years, including quarterly performance reports, agency performance in meeting stated project goals and timely use of prior funding allocations.

Following the HSC meeting in March, the HSC's overall funding recommendation will be submitted to the City Council for final review and approval, usually at one of the Council's April meetings (i.e., the first or third Tuesday in April). A staff report will be prepared and copies of the agenda and report will be mailed to each applicant agency prior to the meeting. While the City Council meeting is a public hearing and applicant agencies are welcome to attend and provide comments as applicable, no individual agency presentations are scheduled for the Council meeting. The final list of projects approved for HHSG funding (from the four funding sources) will be included in the City's annual Action Plan that is generally scheduled for review and approval by the City Council in late April or early May.

Staff will send letters to all applicant agencies regarding the disposition of applications and the final funding allocation following the City Council funding allocation meeting.



Part 3: If You Receive a Grant

City HHSO Funding Contract

If your agency is awarded an HHSO grant, City staff will provide two (2) originals of the HHSO funding contract shortly after the Council's action. Contracts are distributed at a "contract workshop" that is held jointly with the City of Livermore in May. The workshop provides an opportunity for all agencies receiving HHSO funds to receive their contract documents and receive information so that all questions can be addressed efficiently and consistently by City staff. Agencies awarded HHSO funds will receive a card or similar notification advising of the time and date for the contract workshop several weeks prior to the workshop date.

A sample of the HHSO funding contract is include in Appendix C. The agency must return both originals (signed by the appropriate agency representative) and provide evidence of required insurance coverage prior to June 30. The City's insurance requirements are described in the following section (and are included as an attachment to the funding contract). Upon execution by the City, one original contract will be returned to the funded agency.

At the time the signed contracts are returned, the agency must also submit a signed Invoice Authorization Form if a person other than the Executive Director or Agency Director will be authorized to approve invoices during the fiscal year of the grant. A sample Invoice Authorization Form is included in Appendix C.

During the contract period, City staff may also contact agencies for specific project information in order to complete the required Environmental Review Record (ERR). The ERR must be completed by City staff before any funds can be disbursed. Funded agencies are requested to comply promptly with any requests for information.

City Insurance Requirements

The HHSO funding contract includes specific requirements for insurance that must be maintained by each subrecipient agency during the fiscal year for which the grant is active. The agency should make arrangements to have insurance certificates sent directly to the City (to the attention of HHSO program staff) and/or should provide copies of the appropriate insurance certificates at the time the signed originals are returned to the City. The City Attorney will not sign the contracts unless acceptable proof of insurance is provided at the time the contracts are returned. The insurance requirements are described in the following section.

Subrecipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, his agents, representatives, or employees.



Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. *Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).*
2. *Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).*
3. *Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.*
4. *Insurance Services Offices Property Broad Cause of Loss (form CP 10 20). (To be used if project award Funds are used for purchase of or remodeling of structure.)*

Minimum Limits of Insurance

Subrecipient shall maintain limits no less than:

1. General Liability, including operations, products and completed operations, as applicable: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance: 100% of the replacement value with no coinsurance penalty provision. (To be used if project award Funds are used for purchase of or remodeling of structure.)

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City of Pleasanton. At the option of the City of Pleasanton, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Pleasanton, its officers, officials, employees and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City of Pleasanton guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. *The City of Pleasanton, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient. The coverage shall contain no special limitations on the scope of protection afforded to the City of Pleasanton, its officers, officials, employees or volunteers.*
2. *For any claims related to this project, the Subrecipient's insurance coverage shall be*

primary insurance as respects the City of Pleasanton, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Pleasanton, its officers, officials, employees or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

- 3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the City of Pleasanton, its officers, officials, employees or volunteers.*
- 4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.*
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Pleasanton.*

The Property Insurance policy shall include the City as an insured and as loss payee on any insurance. The City shall not be liable for any consequential loss sustained by Subrecipient. City shall not be liable for any loss of Subrecipient's personal property.

Acceptability of Insurers

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. If the insurance company is not licensed to do business in California, the A.M. Best rating shall be not less than A+:X.

Verification of Coverage

Subrecipient shall furnish the City of Pleasanton certificates of insurance and endorsement(s) effecting coverage to the City of Pleasanton for approval. The endorsements shall be on forms acceptable to the City of Pleasanton. All certificates and endorsements are to be received and approved by the City of Pleasanton before work commences. The City of Pleasanton reserves the right to require complete, certified copies of all insurance policies or Memorandums of Coverage (if Subrecipient is a member of a Joint Powers Authority) required by this section.

Invoicing and Reporting

Once the HHSF funding contract has been executed by both parties and other applicable requirements have been met, the funded agency may proceed to encumber costs related to the HHSF funding pursuant to the provisions in the contract and related HHSF program requirements. Agencies may not encumber costs or submit invoices before the start of the fiscal year (i.e., July 1). However, if a special situation arises within a capital project, you may make a request in writing to the City's Housing Specialist to encumber funds prior to July 1.

HHSF funds are generally issued on a reimbursement basis, and evidence that the related expenses have been incurred by the agency must be provided as backup documentation with each invoice. For large capital projects where there are potential cash flow concerns, the City will work with the agency to provide payment directly to a contractor; however, advance payments are otherwise not allowed.

Appendix C includes an HHSF invoice form that should be used as a cover sheet for all invoices that are submitted for HHSF funding reimbursement. The invoice cover sheet should

be accompanied by appropriate backup document that provides evidence of the expenditures for which reimbursement is being requested. Agencies should contact City staff for specific direction regarding required backup documentation.

With the exception of large capital projects, HHSG invoices should be submitted at least quarterly and no more frequently than monthly. The City's Finance Department issues checks weekly on Fridays. In general, invoices that are submitted one week are generally paid the Friday of the following week (i.e., the turnaround time is generally 7-10 business days). Exceptions to this schedule must be arranged with HHSG staff.

HHSG grant recipients must submit one (1) mid-term report during the course of the fiscal year. [Quarterly reports are no longer required.] The mid-term report is due 15 days after the end of the second quarter (i.e., by January 15). A template for the mid-term report is found in Appendix C, and an electronic version (e.g., in .doc or .pdf format with fillable fields) will be available to all HHSG grant recipients to enable the report to be submitted electronically. The information provided in the mid-term report will be provided to the Human Services Commission at its February.

In addition to the mid-term report, all agencies must provide more detailed information at the conclusion of the fiscal year through the CAPER (Consolidated Annual Planning and Evaluation Report) process. The CAPER, which is mandated by HUD, is discussed in a later section.

Federal Program Requirements

Reference is made within the text of this manual (and related documents) to various federal requirements. While most of these requirements apply primarily to projects receiving federal funding (i.e., CDBG and HOME), it is the City's policy to follow the same general policies for HHSG projects that use only local funding sources.

The primary federal citations that are referenced in the HHSG program are listed below:

- 24 CFR Part 44 - Non Federal Government Audit Requirements
- 24 CFR Part 135 - Economic Opportunities for Low- And Very Low-Income Persons
- 24 CFR Part 570 - Community Development Block Grants
- Davis-Bacon Act of 1931 - Payment of Prevailing Wages
- Indian Self Determination and Education Assistance Act
- OMB Circular A-110 - Uniform Administration Requirements
- OMB Circular A-133 - Audits of States, Local Governments and Non-profit Organizations
- OMB Circular A-122 - General Accounting Principles
- Richard Nixon Memorandum About Government Patent Policy - August 23 1971
- Section 3 of HUD Act of 1968 - Affirmative Action Plan for Employment

Additional information on these background documents is found in Appendix B. Due to the size of many of the documents, it is not practical to include the entire text of each as part of the manual. Appendix B provides guidance on where HHSG grant recipients can find detailed information regarding each document or requirement (e.g., on the Internet). In addition, the City will provide a CD with electronic (.pdf) copies of these documents at the time of distributions of contracts in May / June.

Year-End Program Evaluation and Monitoring

Following the June 30 close of each fiscal year, all HHSG grant recipients are required to submit information for the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER documents HHSG program accomplishments (particularly CDBG and HOME) for the prior fiscal year. City staff will send a CAPER form to all agencies in late July or early August requesting specific data on the prior year grant. A copy of the CAPER form is included in Appendix C. Agencies will have approximately two (2) weeks to return the completed CAPER form to City HHSG staff. The information received from all agencies will be compiled and used to complete the CAPER report narrative and tables that are submitted to HUD (via the Alameda County HOME Consortium) by September 30 of each year.

The draft CAPER is presented to the Human Services Commission (HSC) annually at its September meeting (generally the first Wednesday in September). In addition to submitting the CAPER form, agencies should be prepared to attend the HSC meeting to provide a brief (e.g., 3-5 minute) summary of the prior year accomplishments and answer any questions from the HSC concerning grant performance. As with the HSC presentations during the project application phase, agencies are advised to focus their presentations on aspects of their grant accomplishments and performance that are not readily apparent in the text that was submitted on the CAPER forms (e.g., "human interest" aspects, examples of how Pleasanton residents were assisted through the program, etc.). Agencies may want to consider the following types of questions in planning their brief presentations:

- Has the need originally identified in the application been met (or the problem solved)? How did this program make an impact in the lives of the target population?
- Did the project follow the objectives outlined in your proposal? If not, why?
- Has the project been modified throughout the previous year? Have there been major changes in the timetables for project development, implementation, and completion (describe)?
- Have the personnel involved in the project proven to be adequate in number and qualifications? Have additional staff or staff with different qualifications been required?
- What methods have you used to evaluate the success of this project?
- Have plans for cooperation with other organizations been implemented successfully? If not, why?
- What was the impact of the project on your organization? Has the project lead to further collaboration with other agencies or the development of similar programs in other organizations?
- Did your project or program bring about change in knowledge, attitudes, or behavior concerning the problem and the target population this program serves?

Following the HSC meeting, City staff will finalize the CAPER report for submission to HUD (via the Alameda County HOME Consortium) by the September 30 deadline.



Appendix A: Application Information



APPLICATION CHECKLIST

*[for agency use only; please **DO NOT** return this sheet with your application]*

Application Packet: *(provide one original of each of the items listed below for each separate grant)*

- Agency information and proposal summary page
- Program and Budget Narrative *(not to exceed four pages)*
- Capital Expenditure Narrative *(if applicable; not to exceed one page)*
- Financial Information Form
- If applicable, brief background of staff and those being paid with HHSF funds *(do not exceed one page; attach to Program Budget Form)*
- Program Budget Form
- Performance Measures
- Community of Character Declaration *(signed by Executive Director and Board President/Chair)*
- Collaborating Agency Affidavit(s) *(signed by Executive Director and Project Contact Person)*

Agency Information: *(provide one copy of each of the items listed below; if applying for more than one grant, only provide this information once)*

- Agency organizational chart
- List of Board of Directors *(with their contact information)*
- Board of Directors' authorization to request funding
- Board of Directors' designation of authorized official
- Copy of current annual budget for the entire agency
- Copy of most recently submitted IRS 990 (Return of Organization Exempt from Income Tax) form

Background Information: *(provide one copy of each of the items listed below; if applying for more than one grant, only provide this information once; background information is only required to be submitted every three years unless information has changed)*

- Background, experience, purpose, capacity, types of service provided
- Resume or Vita of Executive Director, Program Manager, and Fiscal Officer
- Personnel policies including affirmative action plan and grievance procedure
- Agency audit requirements and copy of last audit
- Type of insurance carried, bonding, workers' compensation
- Articles of Incorporation / Bylaws
- Conflict of Interest Statement *(if not included in Bylaws)*
- State and Federal non-profit determination letters *(if applicable)*

Evaluation Criteria

Pleasanton HHSG funds (from both local and federal sources) are extremely limited. The Human Services Commission (HSC) will consider a range of issues in formulating its funding recommendation and will analyze the proposal against general HHSG funding criteria as well as specific criteria for the federal CDBG and HOME programs. In conjunction with the evaluation criteria, the HSC will also consider each individual agency's performance for the current and prior fiscal years. The HSC will also consider periodic (e.g., quarterly or semi-annual) performance reports, including agency performance in meeting stated program goals and timely use of prior funding allocations.

The general criteria for evaluation of HHSG projects are listed below:

NEED

- There is a need for this activity/service.
- The need has been clearly identified.
- The data or information supplied by the agency shows how this activity/service will address the need.
- The activity/service prevents or alleviates an identified problem.

BENEFIT

- The applicant demonstrates clearly the number of Pleasanton residents who will benefit from the activity/service in relation to the level of funding requested from the City of Pleasanton.
- The beneficiaries are an appropriate target group (lower income residents, handicapped, elderly, youth, etc.)
- The funding of this activity/service benefits low and very low income (rather than moderate income) residents. Greater consideration will be given to agencies which serve individuals from the lowest income categories.
- The activity/service benefits deteriorated neighborhoods.

ORGANIZATION

- The agency has an established track record of good performance.
- The agency is accountable for its programs.
- The agency's goals for this activity/service are realistic and achievable.
- The agency's overall guiding philosophy is consistent with this activity/service.
- The agency collaborates with other non-profits and has a broad base of community support.
- The agency's staffing is qualified and adequate to provide this activity/service in a timely manner.
- The application is complete (in accordance with the application checklist provided).

FUNDING

- The request will provide lasting improvements and/or effects.
- The request will maintain an existing activity/service that is in jeopardy.
- The request will not supplant other funding already available but will enhance or initiate an activity/service.
- The requested funds achieve an impact on the need.
- The requested amount is commensurate with the expected accomplishment(s).
- The cost per beneficiary is reasonable.
- The activity/service is cost-effective.
- The effectiveness of the activity/service can be measured using well-defined performance measures that are clearly stated in the application.

ALTERNATIVE FUNDING SOURCES

- The agency has been successful in obtaining supplemental on-going funding from other sources for its activities/services.
- When appropriate, the agency charges a fee and/or produces other income that may be used to support this activity/service.
- The agency contributes to this activity/service.
- There is evidence that the agency is receiving private and/or community financial support.

NECESSITY OF CITY FUNDING

- City funds are critical to carrying out this activity/service.
- This activity/service is appropriate for City funding.
- The activity/service reduces demands on other City resources.
- There are no alternative funding sources.
- There are no alternatives available that are less expensive.

CONSISTENCY WITH CITY HOUSING AND COMMUNITY DEVELOPMENT POLICIES

- HUD [Alameda County HOME Consortium] Consolidated Plan
- General Plan Housing Element
- Tri-Valley Needs Assessment
- [Others as applicable]

Performance Measures

As described earlier in Part 1 of this manual, performance data is collected based on strict definitions established by HUD. On the two-page Performance Measures form, applicants are asked to identify the City Consolidated Plan goals, HUD strategic goals, HUD policy priorities, and Tri-Valley Human Services Needs Assessment service gaps that the program is designed to address. These goals and priorities are listed below by category and should be used as a reference in completing the two-page Performance Measures form in the application.

City of Pleasanton FY 2005-2009 Consolidated Plan Goals: (to be updated for FY 2010-2014)

1. Increase and maintain the number of affordable rental units with an emphasis on the following populations: emancipated youth, families, adult (21 – 64 years), seniors, under-served minorities and special populations.
2. Preserve existing affordable rental and ownership housing for low and moderate income households.
3. Assist low and moderate income first time homebuyers.
4. Reduce housing discrimination.
5. Maintain, improve and expand the capacity of housing, shelter and services for homeless individuals and families including integrated healthcare, employment services and other supportive services.
6. Increase and expand activities designed to prevent those currently housed from becoming homeless.
7. Build on inter-jurisdictional cooperation to achieve housing and homeless needs.
8. Increase the availability of service-enriched housing for persons with special needs.
9. Downtown Economic Development
10. Public Service Support
11. Capital Improvement Projects

U.S. Department of Housing and Urban Development (HUD) Strategic Goals:

1. Increase homeownership
2. Promote decent affordable housing
3. Strengthen communities
4. Ensure equal opportunity in housing.
5. Promote participation of grass-roots faith-based and other community-based organizations

U.S. Department of Housing and Urban Development (HUD) Policy Priorities:

1. Provide increased homeownership and rental opportunities for low and moderate-income persons, persons with disabilities, the elderly, minorities, and families with limited English proficiency.
2. Improving the quality of life in our Nation's communities
3. Encouraging accessible design features.
4. Participation of minority-serving institutions in HUD programs.
5. End chronic homelessness within ten years.
6. Removal of barriers to affordable housing.

Tri-Valley Human Services Needs Assessment (2003) Service Gaps:

1. Availability of convenient, affordable, high quality health care services, especially specialty health and dental.
2. Access to affordable and high quality childcare and after school programs.
3. Availability of homeless services, such as shelters and transitional housing for families and single adults.

Appendix B: Federal Requirements



References for Applicable Federal and Local Requirements

Reference is made within the text of this manual to various federal and local requirements. Due to the size of many of these documents, it was not practical to include the entire text as part of the manual. The following section lists the most common federal references and provides locations where additional information and the full text versions can be found.

24 CFR Part 44 (Non Federal Government Audit Requirements)

The Single Audit Act of 1984 was passed by Congress to improve auditing and management for federal funds provided to state and local governments. Before the act, each federal agency had the authority to require an audit of each federally funded program or activity; there was no coordination among them, causing audit overlaps and organizational inefficiencies. For example, a state receiving funds from five different federal agencies could have been subjected to five different audits. The full text from the CFR (Code of Federal Regulations) can be found at www.gpoaccess.gov/cfr/index.html.

24 CFR Part 135 (Economic Opportunities for Low- And Very Low-Income Persons)

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. The full text from the CFR can be found at www.gpoaccess.gov/cfr/index.html.

24 CFR Part 570 (Community Development Block Grants)

This part of the CFR describes in detail the policies and procedures applicable to the Community Development Block Grant entitlement grants program authorized under title I of the Housing and Community Development Act of 1974. The full text from the CFR can be found at www.gpoaccess.gov/cfr/index.html.

Davis-Bacon Act of 1931

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA. Agencies that are awarded HHSG funds from federal grant sources for a capital project may be required to comply with Davis-Bacon provisions requiring the payment of prevailing wages and should contact staff early in the project implementation process to discuss these requirements. A detailed binder and technical assistance are available to help meet the requirements. Additional information and guidance from the U.S. Department of Labor can be found on line at www.dol.gov/esa/whd/contracts/dbra.htm.

Indian Self Determination and Education Assistance Act

Signed into law in January 1975, this legislation completed a fifteen-year period of policy reform with regard to American Indian tribes. Passage of this law made self-determination, rather than termination, the focus of government action, reversing a thirty-year effort to sever treaty relationships with and obligations to Indian tribes. The full text from Title 25 of the U.S. Code can be found at www.law.cornell.edu/uscode/25/usc_sup_01_25_10_14_20_II.html.

OMB Circular A-110 (Uniform Administration Requirements)

This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements non-profit organizations and similar institutions. The full text from the White House Office of Management and Budget (OMB) can be found at www.whitehouse.gov/omb/circulars_a110.

OMB Circular A-122 (General Accounting Principles)

This Circular establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations. The principles are designed to provide that the Federal Government bear its fair share of costs except where restricted or prohibited by law. The full text from the Office of Management and Budget (OMB) can be found at www.whitehouse.gov/omb/assets/omb/circulars/a122/a122_2004.pdf.

OMB Circular A-133 (Audits of States, Local Governments and Non-profit Organizations)

This Circular is issued pursuant to the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. The full text from the Office of Management and Budget (OMB) can be found at www.whitehouse.gov/omb/assets/omb/circulars/a133/a133.pdf.

Richard Nixon Memorandum About Government Patent Policy

This Presidential Policy Statement from August 23, 1971, implemented certain improvements which would provide clarification of the rights of States and municipal governments in inventions in which the Federal Government acquires a license (and related provisions). The full text can be found at www.presidency.ucsb.edu/ws/index.php?pid=3130.

City of Pleasanton General Plan Housing Element

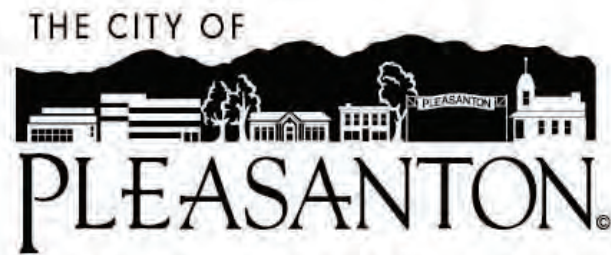
Every jurisdiction in California must have a General Plan, and every General Plan must include a Housing Element. The Housing Element is intended to help meet the State goal of attaining decent housing and a suitable living environment for every California family. In order to meet this goal, State law requires each city's Housing Element to include an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing. The Housing Element also must identify adequate sites for housing of all types and make adequate provision for the existing and projected needs of all economic segments of the community. Pleasanton's Housing Element accomplishes these objectives through analysis of the latest available data, thorough review of and modification to its housing policies and programs, and identification of sites for future housing development. The full text of the Housing Element goals, policies, and programs can be found at www.ci.pleasanton.ca.us/pdf/genplan-090721-housing.pdf.

Sample Income Chart

Income Limits by Household Size, March 2009
U.S. Dept. of Housing and Urban Development (HUD)

Household Size	Extremely Low Income (30% of AMI)	Very Low Income (50% of AMI)	Low Income (80% of AMI)
1	\$18,750	\$31,250	\$46,350
2	\$21,450	\$35,700	\$53,000
3	\$24,100	\$40,200	\$59,600
4	\$26,800	\$44,650	\$66,250
5	\$28,950	\$48,200	\$71,550
6	\$31,100	\$51,800	\$76,850
7	\$33,250	\$55,350	\$82,150
8+	\$35,400	\$58,950	\$87,450

This table is provided to assist with completing applicable questions in the Narratives and Performance Measures sections. The figures in this chart are updated annually by HUD. The City will provide all HHS grant subrecipients with the most current data when it becomes available.



CITIZEN PARTICIPATION PLAN

**FOR FEDERALLY-FUNDED HOUSING AND
COMMUNITY DEVELOPMENT ACTIVITIES**

ADOPTED JULY 1, 1996

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CITY OF PLEASANTON
CITIZEN PARTICIPATION PLAN

**for Federally-Funded Housing and
Community Development Activities**

I. Introduction

The City of Pleasanton receives funds from a variety of programs administered by the federal Department of Housing and Urban Development (HUD). The HOME Investment Partnership Program and the Community Development Block Grant (CDBG) are two major sources of entitlement funding for the City's housing and community development programs. However, the City also utilizes other funding, including the use of City Lower-Income Housing Funds and General Funds, to achieve its objectives. Inasmuch as new funding sources are established and/or changed each year, this Citizen Participation Plan will apply to all federally-funded programs.

The City of Pleasanton is an entitlement jurisdiction and has received an annual formula allocation of CDBG funds directly from HUD since 1994. CDBG provides funding for street improvements, public facilities, removal of architectural barriers, housing rehabilitation, construction of new affordable housing, and many other activities. HOME funds are received through Pleasanton's participation in the Alameda County HOME Consortium. The Alameda County Housing and Community Development (HCD) office is the lead agency for the HOME Consortium. The HOME Consortium was established in 1991 for the development or rehabilitation of affordable housing. The HOME Consortium is comprised of all jurisdictions in the county except Oakland and Berkeley, which are separate entitlement jurisdictions under the HOME Program.

In accordance with the provisions of Section 104(a) of the 1987 Housing and Community Development Act and 24 CFR Part 91 -- "Consolidated Submission for Community Planning and Development Programs; Final Rule," this Citizen Participation Plan reflects the various ways in which citizens participate in federally-funded housing and community development programs and activities in the City of Pleasanton to work toward the fulfillment of overall program goals.

II. Purpose and Goals

The overall purpose of the Citizen Participation Plan (CPP) is to provide for and encourage citizens to participate in an advisory role in planning, implementing, and assessing the City of Pleasanton's housing and community development programs and activities. More specifically, the goals of the CPP are to:

- A. Encourage citizens, particularly very low and low income residents of low and moderate income neighborhoods, to participate in the development of the five-year Consolidated Plan, annual Action Plan, substantial amendments to Consolidated/Action Plans, and the Annual Performance Report;
- B. Designate community needs which can be addressed by the City of Pleasanton's housing and community development programs and activities; and
- C. Provide community support and participation in the various activities and projects sponsored by the City of Pleasanton.

III. General Approach to Citizen Participation

A. Open Participation

1. All aspects of the City's housing and community development programs and activities will be conducted in an open manner with freedom of access for all interested persons.
2. In the case of target area improvements, such as streets or parks, target area residents will be involved in the development and review of policy decisions regarding the design and implementation of such projects.
3. Citizens will be involved in the development of all aspects of the City's housing and community development programs and activities, including establishing City policy and funding, the five-year Consolidated Plan, annual Action Plan, substantial amendments to the Consolidated/Action Plans, Annual Performance Report, and Citizen Participation Plan.
4. Citizens will also participate in suggesting program improvements, and in marketing and evaluating the City's housing and community development programs and activities.

B. Funding Availability

Citizens, public agencies, and other interested parties will have information available to them that includes the amount of assistance the City of Pleasanton expects to receive and the range of eligible activities that may be undertaken. This information will be published in one or more newspapers of general circulation at least 30 days prior to the date applications for funding are due.

C. Public Review Period

The public review periods will be scheduled as required and as detailed in Section V. and Section VII. of this plan.

D. Technical Assistance Provided by Both City and County Staff

1. Both City and County staff will offer technical assistance to citizens, citizen organizations, groups of low and moderate income persons, and groups of residents of blighted neighborhoods which request assistance in developing proposals.
2. Technical assistance includes the provision of necessary information, counseling on procedures and processes, and assistance in completion of any and all forms necessary to submit a proposal. Technical assistance does not include writing of proposals.

E. Bilingual Assistance

The City of Pleasanton recognizes the need of the area's non-English speaking residents and will attempt to meet those needs to the extent possible. The City will provide information and staff assistance in languages, as necessary and reasonably expected, to allow non-English speaking residents the opportunity to participate in the City's housing and community development programs and activities.

IV. Levels of Participation

There are four levels in the City's citizen participation process: 1) individual citizens; 2) neighborhoods; 3) the City of Pleasanton; and 4) the County of Alameda. This structure maximizes the opportunities citizens have to participate in the City's housing and community development programs and activities. Each level includes the distribution of information, community outreach, and public hearings and meetings to plan and implement City programs and activities.

A. Individual Citizen Level

1. Citizens have an opportunity to register comments and/or complaints by letter, by telephone, or in person. A summary of comments, and a summary of any comments not accepted and the reasons therefore, will be attached to the applicable document upon submission to HUD. To the extent possible, City staff will respond to all citizen comments within fifteen (15) working days of their receipt.

B. Neighborhood Level

1. In some cases, there may be target neighborhoods which are the focus of certain City housing and community development programs. These neighborhoods are those census tracts and block groups in which over 50% of the households have low/moderate incomes.

2. Public meetings, "open houses," and other means of outreach will be used to assure participation by neighborhoods in the planning and implementation of all projects. The meetings will be widely advertised in accordance with the CPP, and substantial efforts will be made to notify all neighborhood residents of meetings.

C. City of Pleasanton

At the local level, the City's Human Services Commission and Affordable Housing Commission advise on housing and community development matters, including at times the formulation and operation of the City's housing and community development programs and activities. The Human Services Commission coordinates public services, while the Affordable Housing Commission considers matters related to housing. These two Commissions function as the local citizens advisory committees (CACs) for federally-funded housing and community development programs and activities.

Commission members are appointed by the Pleasanton City Council. In their function as CACs, the two Commissions address program issues and represent the range of incomes and ethnicities present within the resident population of Pleasanton, including designated target areas. The two Commissions meet regularly and advise staff on project development, implementation and assessment of performance.

D. County of Alameda

1. City staff participates in the Alameda County HOME Consortium Technical Advisory Committee (TAC) and coordinates with the staff of the County and other participating cities in matters involving the Consolidated Plan, Action Plan, Annual Performance Report, and other related matters. Meetings are held bi-monthly and are open to the public for citizens wishing to comment on matters being considered by the TAC.
2. The County's Housing and Community Development Advisory Committee (HCDAC) advises County staff on matters which relate to the HOME Consortium Consolidated Plan, Action Plan, Annual Performance Report, and other related matters. The HCDAC is appointed by the Board of Supervisors and represents a cross-section of the population including low and moderate income persons and minorities. At least one public hearing will be held annually before the HCDAC prior the publication of the draft Consolidated or Action Plan to allow citizen review and comment on housing and community development needs and development of proposed activities. In addition, one public hearing is held annually before the HCDAC to allow citizen review and comment on annual program performance, as set forth under Section VII (applicable to the HOME Consortium). All necessary information for such citizen review and assessment is made available at the hearings as well as in advance of the hearings in accordance with the CPP.

V. **Process and Schedule for City of Pleasanton Housing and Community Development Programs and Activities**

A. **Program Development**

1. Citizens will have the opportunity to submit project proposals for funding through the City's allocation of federal funds. The project selection process will result in the evaluation, prioritization and selection of projects for funding according to City needs and objectives.
2. The City shall hold a public hearing at the initial stage of application development on community development and housing needs and priorities. This hearing will be completed by the end of January.
3. The City's Housing Division and Department of Parks and Community Services will provide technical assistance to the Human Services Commission, Affordable Housing Commission, and to other citizen groups and organizations on the preparation of project proposals.
4. The CAC will hold a public hearing in March to consider applications for federal funding. The public hearing will provide an opportunity for presentations from applicants and testimony from interested members of the public. The CAC will formulate a recommendation for allocating federal funds, which will be forwarded to the City Council for its consideration at another public hearing in April.
5. Notice of all public hearings held throughout the application process will be published at least two weeks prior to each hearing, in easily readable type in the non-legal section of newspapers of general circulation, including minority and non-English language newspapers of general circulation where they exist. Such notices will indicate the date, time, place, and procedures of the hearing and topics to be considered.
6. On behalf of the City (through its participation in the Alameda County HOME Consortium), the County will publish annually, in a newspaper of general circulation, a summary of the contents of the Consolidated or Action Plan. In May, the Alameda County Board of Supervisors will hold a public hearing on the proposed Consolidated or Action Plan prior to final approval.
7. After hearing all testimony regarding the proposed Consolidated or Action Plan, the Board of Supervisors will approve the Consolidated Plan and authorize its submission to HUD.

B. Program Implementation and Evaluation

1. The County will inform the CAC of the status of projects and major decision points in project implementation. In addition, the CAC will review policy changes.
2. The Annual Performance Report for the City of Pleasanton (part of the Alameda County HOME Consortium Annual Performance Report) will be made available to the CAC and other interested organizations and individuals for public review and comment. Citizen comments received during the program year will be included in the City of Pleasanton's section of the Annual Performance Report.

VI. Citizen Comment on the Citizen Participation Plan and Substantial Amendments to the Citizen Participation Plan

The City of Pleasanton will provide opportunity for citizens to comment on the original CPP and on any substantial amendments.

A. Public Review Notice and Period

1. A public notice will be published in one or more local newspapers of general circulation, which will include a summary of the contents of the CPP or substantial amendments and a list of the locations where complete copies may be examined.
2. The summary of the CPP or substantial amendment will be available in formats accessible to persons with disabilities, upon request.
3. There shall be a 30-day public review period for the original CPP or any substantial amendments. Any comments or complaints of citizens received in writing, or orally shall be considered by the City. A summary of the comments or complaints, and a summary of any comments or complaints not accepted and the reasons therefore, will be attached to the CPP or substantial amendment.

VII. City of Pleasanton Displacement Plan

The City of Pleasanton will comply with Department of Housing and Urban Development (HUD) regulations, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs of 1986, when real property is acquired to implement activities of the City's housing and community development programs and activities and if persons are involuntarily displaced. Guidelines are applicable to real property owners, tenants, business establishments and mobile homes.

When relocation will occur, persons scheduled to be displaced are furnished with a written description of the urban county relocation program as soon as feasible. The program includes a description of replacement housing and other relocation payments, conditions of eligibility and procedures for obtaining payment, advisory services that are available, explanation of the 90 day advance notice and assurance that the displaced cannot be required to move permanently unless at least one comparable replacement dwelling has been made available.

Benefits include a choice from three or more comparable replacement dwellings or replacement housing payments, transportation to inspect housing, payment for moving and related expenses and counseling to minimize adjustment hardships.

- A. General: The City of Pleasanton will comply with Department of Housing and Urban Development (HUD) regulations, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federal Assisted Programs of 1986, when real property is acquired to implement the City's housing and community development programs and activities and if persons are involuntarily displaced. Guidelines cover real property owners, tenants, business establishments and mobile homes.
- B. Acquisition: Real property will be acquired expeditiously and by negotiation only after a written appraisal. Owners will be offered just compensation and will be paid before surrendering possession of their property.
- C. Relocation: As soon as feasible, persons scheduled to be displaced are furnished with a written description of the urban county relocation program. The program includes a description of the replacement housing and other relocation payments, condition of eligibility and procedures for obtaining payment, advisory services that are available, explanation of the 90 day advance notice and assurance that the displaced cannot be required to move permanently unless at least one comparable replacement dwelling has been made available. Benefits always include a choice from three or more comparable replacement dwellings or replacement housing payments, transportation to inspect housing, payment for moving and related expenses and counseling to minimize adjustment hardships.

VIII. The Five-Year Consolidated Plan, Annual Action Plan, Annual Performance Report, and Substantial Amendments to the Consolidated/Action Plans

This section is applicable to each jurisdiction participating in the Alameda County HOME Consortium. The HOME Consortium was established in 1991 for the development or rehabilitation of affordable housing. The HOME Consortium includes the cities of Alameda, Fremont, Hayward, Livermore, Pleasanton, San Leandro, and Union City, and the Urban County jurisdictions of Albany, Dublin, Emeryville, Newark, and Piedmont, and the unincorporated areas. Each CDBG entitlement jurisdiction has adopted this section as a part of its Citizen Participation Plan. As lead agency of the Alameda County HOME Consortium, Alameda County HCD is responsible for coordinating the Alameda County HOME Consortium Consolidated Plan, Action Plan, and Annual Performance Report.

A main goal of the Citizen Participation Plan is to encourage citizens, particularly low and moderate income residents of low and moderate income neighborhoods, to participate in the development of the five-year Consolidated Plan, annual Action Plan, substantial amendments to Consolidated/Action Plans, and the Annual Performance Report.

The five-year Consolidated or annual Action Plan is due to HUD 45 days before the start of the program year. The Annual Performance Report is due to HUD 90 days after the end of the program year.

A. Consolidated Planning Process

As part of the consolidated planning process, at least two public hearings will be held each program year to obtain citizens' views and to respond to proposals and questions. The public hearings will be conducted at two different stages of the program year with one occurring prior to the Consolidated or Action Plan being published for comment. Together the hearings must address housing and community development needs, development process of proposed activities, and review of program performance.

1. The first public hearing will be held prior to the draft publication of the five-year Consolidated or annual Action Plan. This hearing will address housing and community development needs and development of proposed activities.
2. The second public hearing will be held during the 15-day public review period for the Annual Performance Report. This hearing will address a review of program performance.
3. Both public hearings are held during a regular meeting of the Alameda County Housing and Community Development Advisory Committee (HCDAC) which is made up of nine members appointed by the Alameda County Board of Supervisors.
4. All hearings will be held at times and locations convenient to potential and actual beneficiaries and will accommodate persons with disabilities. Notices for hearings will be published in one or more local newspapers of general circulation, and notices will be sent to interested parties, including, but not limited to: associations, non-profit organizations, and service providers.
5. There shall be a 30-day public review period during which citizens may comment on the Consolidated Plan or Action Plan. A public notice for the public review period will be published in one or more local newspapers of general circulation, and notices will be sent to interested parties, including, but not limited to: associations, non-profit organizations, and service providers.

6. Public notices will include a summary of the contents and purpose of the Consolidated Plan, annual Action Plan, or Annual Performance Report, and include a list of the locations where complete copies may be examined.
7. Summaries of the five-year Consolidated or annual Action Plan and Annual Performance Report will be available in formats accessible to persons with disabilities, upon request.
8. The five-year Consolidated or annual Action and Annual Performance Report will be made available at libraries, government offices and public places during the 30 or 15 day public review period, as applicable.
9. The five-year Consolidated or annual Action Plan and Annual Performance Report will be provided free-of-charge to a reasonable number of citizens and groups that request them.
10. Any comments or complaints of citizens received in writing, or orally at the public hearings shall be considered by the Alameda County HOME Consortium. A summary of the comments or complaints, and a summary of any comments or complaints not accepted and the reasons therefore, will be attached to the applicable document upon submission to HUD.
11. In May, during a regularly scheduled meeting of the Board of Supervisors, a public hearing will be held on the proposed Consolidated or Action Plan prior to final approval.
12. HCD will publish in the "Community Calendar" section of local newspapers, scheduled meeting dates of the HCDAC allowing for citizen comment throughout the program year.

B. Substantial Amendments to the Consolidated/Action Plans

Citizens will be given reasonable notice and an opportunity to comment on substantial amendments made to the Consolidated or Action Plan.

1. Public Notice and Review
 - a) Alameda County HCD will issue a public notice on behalf of any HOME Consortium jurisdiction making a HOME Program substantial amendment to the Consolidated or Action Plan. All public notices shall describe the substantial amendment being proposed to the Consolidated or Action Plan.
 - b) Each entitlement jurisdiction is required to issue a public notice for any substantial amendment to its CDBG Program -- an Affidavit of Publication must be forwarded to Alameda County HCD for Consolidated Plan records.

All public notices shall describe the substantial amendment being proposed to the Consolidated or Action Plan.

- c) Summaries of the public notice will be available in formats accessible to persons with disabilities, upon request.
- d) There will be a public review period of 30 days during which comments on the substantial amendment may be made before the amendment is implemented. Comments may be registered in writing or orally.
- e) Any comments or views of citizens received in writing or orally shall be considered by the Alameda County HOME Consortium. A summary of the comments or views, and a summary of any comments or views not accepted and the reasons therefor, will be attached to the substantial amendment upon submission to HUD. HCD staff will respond to all comments within fifteen (15) working days of their receipt, where practicable.

2. Criteria for Substantial Amendments

a) HOME Program

- 1) The Alameda County HOME Consortium shall have the authority to establish criteria for substantial amendments for the HOME Program.
- 2) Changes in the use of HOME funds from one eligible activity to another shall constitute a substantial amendment, subject to the requirements set forth under this section.

b) CDBG Programs

- 1) Individual CDBG entitlement jurisdictions shall establish criteria for substantial amendments for their individual CDBG Programs.

C. Eligible Activities Under the HOME Program and CDBG Program

1. HOME Program

- a) HOME funds may be used by a participating jurisdiction to provide incentives to develop and support affordable rental housing and home ownership affordability through the acquisition (including assistance to home buyers), new construction, reconstruction, or moderate or substantial rehabilitation of non-luxury housing with suitable amenities, including real property acquisition, site improvements, conversion, demolition, and other expenses, including financing costs, relocation expenses of any displaced persons, families, businesses, or organizations, to provide tenant-based rental assistance, including security deposits; to provide payment of reasonable

administrative and planning costs; and to provide for the payment of operating expenses of community housing development organization. The housing must be permanent or transitional housing, and includes permanent housing for disabled homeless persons, and single-room occupancy housing.

2. CDBG Programs

- a) Individual CDBG entitlement jurisdictions shall describe eligible activities under their individual CDBG Programs.

APPENDIX A

SUBSTANTIAL AMENDMENTS TO THE CITY OF PLEASANTON'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Criteria for Substantial Amendments to the Consolidated Plan or Action Plan

Changes in the use of CDBG funds from one eligible activity to another shall constitute a substantial amendment, subject to the requirements set forth under Section VII of the Citizen Participation Plan.

Eligible Activities

Community Development Block Grant (CDBG) funds may be used to fulfill any of the following program objectives:

- 1) Maintain the housing stock by rehabilitating existing substandard housing for low and moderate income persons and the disabled.
- 2) Acquire/rehabilitate facilities providing programs for the benefit of low and moderate income persons.
- 3) Develop rental housing opportunities for low and moderate income households.
- 4) Promote economic development and neighborhood revitalization in target areas that will benefit low and moderate income persons.
- 5) Provide assistance for public service agencies benefiting primarily low and moderate income persons.
- 6) Provide public improvements in target areas.
- 7) Remove architectural barriers and improve physical access and mobility for the disabled.



Community Development Block Grant (CDBG) Program

FEDERAL COMPLIANCE MONITORING CHECKLIST

Project Name: _____

Project No.: _____
Program Year: _____
Grant Amount: _____

ERR/NEPA Status: _____

*The provisions described below apply to all contracts over \$2,000.
Additional requirements may apply for larger contracts as noted below.*

1) Bid Package Documents: (Sub-Grantee/City)

- Project specifications (compiled by Sub-Grantee).
- Federal Wage Determination and Federal Labor Standards Provisions (see attached Exhibit A).
- Affirmative Action/Section 3 Employment Plan (see attached Exhibit B).
- Affirmative Action Plan/Executive Order 11246 requirements (required for contracts and sub-contracts of \$10,000 or more; see attached Exhibit C).
- Lead Based Paint clause (required for residential structures; see attached Exhibit D).

2) Bid Process: (Sub-Grantee/City)

- For contracts less than \$25,000, a "negotiated bidding" process may be utilized in which the sub-grantee obtains at least three bids by telephone (pursuant to State and City bid requirements). The selection of a contractor is usually based upon the lowest bid unless there are overriding considerations acceptable to the City. A minimum of three bids are required. (Sub-Grantee)
- For contracts of \$25,000 or more, a formal advertising process must be followed in which the sub-grantee places a notification in a local paper of general circulation advertising the project and bid opening (see attached Exhibit E for sample advertisement). Notice of the bid opening should also be sent directly to local contractors in conformance with Affirmative Action and Section 3 requirements. A copy of the advertisement should be forward to the City for the project file. A minimum of two bids are required for advertised bids. (Sub-Grantee)
- Contractor is selected. (Sub-Grantee)

- Prime contractor's eligibility is confirmed. (City)
- Contract is executed. (Sub-Grantee)

3) Pre-Construction Conference: (City)

- Attendance is recorded on a HUD form; the pre-construction conference is attended by a City representative, the sub-grantee, the prime contractor, and all available sub-contractors.
- The following materials are distributed to the contractor(s) and discussed:
 - HUD-4010 (2/84), Federal Labor Standard Provisions;
 - Form WH-347 (Certified Payroll Sheets) and instructions;
 - Statement of Compliance;
 - Fringe Benefit Statement; and
 - Monthly Employment Utilization Report (MEUR).
- If any persons are being employed in job classifications which are not covered by Davis-Bacon, the City will check with HUD to ensure that a copy of HUD Form 4230A has been sent to and approved by the HUD Regional Labor Relations Officer.
- The prime contractor will submit a list of any sub-contractors which are to be hired through the prime contract.
- A written summary of the conference will be completed for the project file.
- Send "Start of Construction" letter to HUD after pre-construction conference.
- The sub-grantee will return a "Certificate of Understanding and Authorization" after the pre-construction conference (signed by person who signs payroll; include employer IRS number).

4) Construction Period: (Sub-Grantee/City)

- The Federal Wage Determination, Employee Poster, and telephone number of the City contact will be posted at the work site. (Sub-Grantee/Prime Contractor)
- Weekly payroll forms for the prime contractor and all sub-contractors will be submitted to the City. Contractors may submit a computer summary, but the printout must provide all required information. The back of the form must be completed and either "4a" or "4b" checked. The initial payroll forms should include the contractor's IRS number and should be marked "Initial". (Sub-Grantee/Prime Contractor)
- For contracts of \$10,000 or more, the sex and race of employees must be included on payroll forms (this requirement does not apply to housing rehabilitation projects).
- Weekly payroll forms will be date-stamped and initialed when received. (City)

- ❑ "Form 11 Interviews" will be conducted with at least one employee in each job classification during the course of the project. (City)
- ❑ The site will be visited during the construction, and a review of the findings will be completed for inclusion in the project file. (City)

5) Project Completion: (City)

- ❑ The site will be visited after the project is complete, and a review will be completed for the file.
- ❑ The "Final Closing Review Checklist" will be completed for the project file.
- ❑ The "Final Labor Standards Enforcement Report" will be sent to the HUD Labor Relations staff.

For construction contracts of \$100,000 or more, the following additional provisions apply:

- ❑ Each bidder must submit a bid guarantee equivalent to five percent of the bid price.
- ❑ The contractor must execute a performance bond for one hundred percent of the contract price.
- ❑ The contractor must execute a payment bond for one hundred percent of the contract price.

Date Checklist Completed: _____

By (City): _____

Exhibit A:
**Information on the Federal Wage Determination
and Federal Labor Standards Provisions**

Federal labor standards provisions are set out in three Federal Acts:

1. The Davis-Bacon Act requires that contractors receiving federal funds pay their employees no less than the minimum federal wage and fringe benefit rates on a weekly basis for the classification of labor in which they work. These rates are listed in the Federal Wage Determination, which is generally updated every few months by the Department of Housing and Urban Development (HUD). Davis-Bacon applies to any contract using federal funds (such as CDBG funds) for an amount over \$2,000 for the construction or rehabilitation of housing or public facilities and/or any residential project of 8 units or more (or 12 units or more for projects funded through the HOME program).
2. The Contract Work Hours and Safety Standards Act requires that workers be paid "time-and-a-half" (a premium) for time worked over 40 hours per week.
3. The Copeland Act makes it a crime for anyone to induce a construction worker to give up any part of his compensation ("no kickbacks") and requires contractors to submit certified payroll sheets weekly.

It is the City's responsibility to monitor contractors for compliance with the Acts described above for any projects that have been allocated federal funds from the City's block grant.

As noted above, the Federal Wage Determination lists all labor classifications and the required minimum wage rate in Alameda County as well as the required minimum fringe benefit rate. The City obtains the Federal Wage Determination from HUD after the City receives notification from the Sub-Grantee of the estimated date of the bid opening (generally thirty days prior to the bid opening). The Federal Wage Determination is included in the bid package documents for distribution to all interested contractors.

The applicable Federal Wage Determination is that which is in effect no more than ten days prior to the bid opening. Therefore, the Sub-Grantee should include a clause in the contract stating that the Federal Wage Determination may be updated by the City prior to the award of the bid if a new modification is published by HUD within ten days of the bid opening. The City will check with HUD prior to the bid opening and will notify the Sub-Grantee of any changes so that contractors submitting bids can be informed.

In addition to including the Federal Wage Determination in the bid package, the City is also responsible for holding a pre-construction conference with the Sub-Grantee and contractor, posting the Federal Wage Determination at the job site, conducting on-site employee interviews, monitoring contractor payrolls for compliance with federal labor laws, notifying contractors of violations and correcting them promptly, and maintaining applicable records.

Exhibit B:
**Affirmative Action Plan Under Section 3 of the
Housing and Urban Development Act of 1968**

PURPOSE: To ensure that, to the greatest extent feasible, projects financed through the City of Pleasanton's Community Development Block Grant (CDBG) Program provide business and employment opportunities for businesses in the City of Pleasanton.

In all contracts for work in connection with a CDBG project, the following clause (referred to as the "Section 3" Clause), shall be included:

- A. The work to be performed under this contract 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. This includes, to the greatest extent feasible, that opportunities for training and employment be given to lower income residents of the project area and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. The parties to this contract certify that they are under no contractual or other type of impediment which would prevent compliance with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places available to employees and applicants for training and employment.
- D. The contractor agrees to 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 contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor certifies that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but before the contract 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 contractor's obligations under 24 CFR Part 135.
- F. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in termination of this contract for default.

- G. With respect to work to be performed in connection with Section 3-covered public or Indian housing assistance, the housing authority and its contractor will agree to specific actions that will constitute the contractor's best efforts to offer job training and employment opportunities to low-income persons and/or contracting opportunities to Section 3 business concerns, as applicable. These "best effort" activities shall be described on the attachment to this contract and made a part of this contract.
- H. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NAME OF CONTRACTOR: _____

SERVICES TO BE PROVIDED: _____

CONTRACT AMOUNT: \$ _____

The following work force is anticipated to be necessary to satisfactorily complete this work:

<u>Job Classification</u>	<u>Existing Work Force</u>	<u>Anticipated New Hires</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor agrees to undertake a good faith effort to comply with all of the provisions of Section 3 of the Housing and Urban Development Act of 1968.

CONTRACTOR: _____
NAME OF TITLE OF AUTHORIZED REPRESENTATIVE DATE

Exhibit C:
Affirmative Action Plan / Executive Order 11246 Requirements
(Required for Contracts of \$10,000 or More)

All solicitations for bids and contract documents for federally-assisted contracts and sub-contracts in excess of \$10,000 (not including housing rehabilitation projects) must include the following three documents pursuant to federal affirmative action requirements under Executive Order 11246:

1. "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Exhibit C-1; addresses goals and timetables for female and minority employment for the project area);
2. "Equal Opportunity Clause" (Exhibit C-2); and
3. "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Exhibit C-3).

Copies of Exhibits C-1, C-2, and C-3 are attached for use in contracts and sub-contracts that exceed \$10,000.

Exhibit C-1:
**Notice of Requirement for Affirmative Action to Ensure
 Equal Employment Opportunity (Executive Order 11246)**

1. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered areas are as follows:

<i>Timetables</i>	<i>Goals for Minority Participation in Each Trade</i>	<i>Goals for Female Participation in Each Trade</i>
<i>From April 1, 1981, until further notice</i>	25.6%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located out of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Pleasanton, located within the County of Alameda in the State of California.

Exhibit C-2:
Equal Opportunity Clause

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, regions, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by-rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by-rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33 FR 7804, May 28, 1968, as amended at 34 FR 744, Jan. 17, 1969; 40 FR 14083, Mar. 28, 1975)

Exhibit C-3:
Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contracted resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or sub-contractors toward a goal in an approved Plan does not excuse any covered contractor's or sub-contractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract

resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendent, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reasons therefore, along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority

person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selections process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for sub-contracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Exhibit D:
Lead-Based Paint Clause

(Required for Construction or Rehabilitation of Residential Structures)

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notification shall point out the hazards of lead based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead based paint poisoning.

Exhibit E:
Sample Bid Advertisement

PUBLIC NOTICE
[NAME OF SUB-GRANTEE]
NOTICE TO CONTRACTORS

The owner will receive sealed proposals up to 2:00 p.m. Pacific Standard Time on (day/date) , 199 , at the offices of the owner, (sub-grantee name) , (sub-grantee address/location for bid submittal) . The bids shall be publicly opened and read aloud. A tabulation of all bids submitted will be made available to all bidders.

The project for which proposals are being sought consists of (project description) . The project is being funded through 1994/95 City of Pleasanton Community Development Block Grant (CDBG) funds. This project is subject to Standard Federal Equal Employment Opportunity.

Bidding documents will be available from the owner. One project and manual and one set of drawings will be made available to each bidder upon deposit of \$50.00. Deposits shall be returned to the bidder if (1) a proper bid is submitted before the bid date, and (2) the drawings and project manuals are returned to the owner's office within five days of the bid closing date. Plans, specifications, and proposal forms for bidding this project can only be obtained at the office of (sub-grantee name) , (address) , (telephone) . Contact Person(s): (name/s of contact person/s) , 9:00 a.m. through 5:00 p.m., Monday through Friday.

Additional sets of drawings and specifications may be purchased from the owner at a cost of \$50.00 per set. All proposals shall be made out on proposal forms supplied with each set of bidding documents. Bids shall not be withdrawn by bidders for a period of 30 calendar days after receipt of bids.

This project is Federally financed through City of Pleasanton 1994/95 Community Development Block Grant (CDBG) program funds and is subject to the latest Federal Wage Determination (with modifications possible ten days prior to the close of bidding if applicable). A copy of the Federal Wage Determination will be included in the bid package. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates predetermined by the Department of Industrial Relations for similar classifications of labor, the Contractor and his sub-contractors shall pay not less than the higher wage rate. The successful bidder shall be required to post at each job site the prevailing rate of per diem wages as determined by the State for each craft, classifications or type of workers needed to execute the contract.

A complete list of sub-contractors each bidder intends to use upon this work shall be included in the proposal. The owner intends to enter into a stipulated sum agreement. Work at the site may commence upon execution of the agreement in accordance with provisions stipulated within the agreement and the contract documents.

NAME OF SUB-GRANTEE/AGENCY
By: (name) , Executive Director
Pleasanton, State of California

Appendix C: Sample Forms



MODEL CONTRACT (WITH COVER LETTER)

DATE

CONTACT
AGENCY NAME
ADDRESS
CITY / STATE / ZIP

Dear NAME:

**RE: City-Agency Contract for Housing and Human Services Grant (HHSG) Funding
FY 20** - PROJECT NAME / DESCRIPTION**

Please find enclosed two original contracts between the City of Pleasanton and AGENCY for the project described above, which involves \$FUNDING in funding for the 20** fiscal year (July 1, 20**, through June 30, 20**). The funding for your project will be coming from FUNDING SOURCE. Once these contracts have been executed by the appropriate person or persons at your agency (by signing at the indicated locations), please return all copies to me. After signature by the City Manager, one copy of each contract will be returned to you for your records. I would like to bring to your attention several key provisions of the contracts:

- *The project description and program budget are listed in Exhibit A. This information was derived from your project application, the City Council approval, and from the annual Action Plan which was submitted by the City to HUD.*
- *Exhibit B describes the procedures for reimbursement of HHSG-related project expenses by the City. An invoice cover sheet is enclosed for your use during the coming year. Invoices are generally reimbursed after expenses have already been incurred by the Sub-Grantee. Please ensure that the appropriate supporting documentation is submitted with all invoices. Invoices should be submitted no more frequently than monthly. As in last year's contract, Exhibit B includes a "fee for service" basis for invoices from agencies receiving funding for public services. In addition, please sign and submit the enclosed invoice signature authorization form if you will be authorizing any individual(s) in addition to the Executive Director to submit invoices.*
- *Exhibit C lists specific requirements for insurance. Please ensure that the appropriate certificates are sent to the City as early as possible and that applicable insurance is maintained throughout the term of the project.*
- *Exhibits D and E are only applicable if the funding for your project will go toward the costs of employing individuals or purchasing real property, respectively. Please note that Exhibit D (Affirmative Action/ Section 3 Employment Plan) must also be filled out and signed if it is applicable to your project.*
- *Exhibit F (Federal Wage Determination) is only applicable for construction projects. Please note that this document must be made part of any construction contract(s) related to your project.*

AGENCY NAME

DATE

Page 2

- *OMB Circular A-133 referenced in the main contract describes specific audit requirements which apply to your project. These requirements apply to all agencies receiving Federal funding (either directly or indirectly). Copies of OMB Circular A-133 and other documents referenced in the contract are found on the enclosed data disk. If you have any questions concerning the audit requirements, please contact me early in the fiscal year.*
- *As noted in Section III of the contract, the City must approve any sub-contracts related to your HHSG funding. Therefore, please contact me early in the process (and prior to taking any action) if your project involves sub-contracting with other agencies for services or materials. I will inform you of specific procedures which must be followed and materials which must be included in all bid packages and contracts.*
- *Section VI of the contract requires that you keep accurate and complete records related to your project. In addition, you must submit quarterly reports to the City by October 15, January 15, April 15, and July 30 of the fiscal year. The content of the reports is described in the contract (please keep your reports brief and concise). Your assistance and timeliness in submitting reports will be appreciated, as the information will be used in our own reporting to HUD.*
- *Each year, I conduct a monitoring to view the progress of all projects and ensure that all applicable requirements are being met. I generally schedule monitoring visits in the spring and will contact you ahead of time.*

Once again, please return both contracts to me after they have been signed. After the contracts have been executed and the fiscal year has begun, your project can proceed.

If you have any questions concerning the contract or any related matters, please feel free to contact me at 925-931-5007 (e-mail: serickson@ci.pleasanton.ca.us). I look forward to working with you on your HHSG project in the coming year.

Sincerely,

Scott Erickson
Housing Specialist

AGREEMENT BY AND BETWEEN
AGENCY NAME
AND
THE CITY OF PLEASANTON

Concerning the Allocation of
Housing & Human Services Grant (HHSB)
Funds for Fiscal Year 20## (##/##) for

PROJECT NO. ###
PROJECT DESCRIPTION

Attachments:

- | | |
|-----------|---|
| Exhibit A | Work Program and Program Budget |
| Exhibit B | Conditions for Payment |
| Exhibit C | Certificate of Insurance |
| Exhibit D | Affirmative Action/Section 3 Employment Plan |
| Exhibit E | Property Management Standards |
| Exhibit F | Federal Wage Determination (<i>for construction projects</i>) |
| Exhibit G | CDBG-R (Recovery) Specific Requirements |

**AGREEMENT BY AND BETWEEN
AGENCY NAME
AND THE CITY OF PLEASANTON**

THIS AGREEMENT is made and entered into this 1st day of July, 20##, by and between the City of Pleasanton, a Municipal Corporation (hereinafter referred to as "City"), and *AGENCY NAME* (hereafter referred to as "Contractor").

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Development Act of 1974, said funds to be used for CDBG Programs and their eligible activities; and

WHEREAS, the Federal American Recovery and Reinvestment Act of February 2009 ("ARRA") includes an additional one-time allocation of FY 2008/09 Community Development Block Grant – Recovery (CDBG-R) funds for entitlement communities as a separate entitlement from the U.S. Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, Catalogue of Federal Domestic Assistance number 14.218, otherwise known as the 2008/2009 ARRA Community Development Block Grant (CDBG-R) Entitlement for Grantees; and

WHEREAS, the activities of the Contractor under this Agreement shall be governed by the conditions of the Grant Agreement between the City and HUD; and

WHEREAS, the City is desirous of contracting with the Contractor for the provision of certain services, a description of which is presented in Exhibit A, attached hereto; and

WHEREAS, the Contractor is willing and able to perform duties and render services which are determined by the City to be necessary or appropriate for the welfare of residents of the City; and

WHEREAS, the City desires that such duties and services be provided by the Contractor, and the Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES HEREINAFTER MADE, THE CITY AND THE CONTRACTOR DO MUTUALLY AGREE AS FOLLOWS:

I. STATEMENT OF WORK

- A. Contractor shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibits A through G and incorporated herein by reference.
- B. The City has allocated the sum of \$\$\$\$ to be expended as described in this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded by the Contractor, and the City shall under no circumstances be required to pay in excess of that amount. Payment shall be made subject to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by the City.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. The term of this Agreement begins on the **1st day of July, 20##**, and ends on the **30th day of June, 20##**, or when all contract terms have been completed.
- B. It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with this Agreement. The City may extend the time for completion of the Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the Contractor and that such delay was due to causes beyond the control of the Contractor.
- C. Any time extension granted to the Contractor to enable the Contractor to complete the work shall not constitute a waiver of rights the City may have under this Agreement.
- D. Should the Contractor not complete the work by the scheduled date or by an extended date, granted by the City in writing, pursuant to previously stated conditions, the City shall be released from all conditions of this Agreement.
- E. Upon completion of performance under this Agreement and a determination of final costs, the Contractor shall submit to the City a certificate of completion for construction projects and a requisition for final payment for service projects, unless otherwise provided in this Agreement.

III. SUBCONTRACTS

- A. Any subcontract funding under this Agreement shall be submitted to the City for review and approval prior to its execution.
- B. In the event the subcontractor is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, the subcontractor is required to comply with the procurement procedures of Office of Management and Budget (OMB) Circular A-110 and A-122 (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.
- C. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

IV. BUDGET

All requested modifications to the budget, attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the City. All budget modifications shall require the prior written approval of the City. Budget modifications shall not alter: 1) the basic scope of services required to be performed under this Agreement; 2) the time period for the services to be performed under this Agreement; and 3) the total amount of the authorized budget of this Agreement (see Exhibit A), subject to future amendments as approved by the City Manager or his/her designee. The individual line item budget for a particular cost category may be exceeded by ten percent of its approved budget, provided the additional funds are used from unused line item budgets and the total contract amount does not exceed the budget.

V. RECORDS AND REPORTS

- A. All original documents prepared by the Contractor in connection with the work to be performed under this Agreement shall be the property of the City.
- B. The Contractor's records must be made available for review upon request by the City prior to the release of funds. The Contractor shall be responsible for maintaining all records pertaining to this Agreement, including subcontracts and expenditures, and all other financial and property records in conformance with OMB Circular A-110.
- C. Records must be kept accurate and up-to-date. Failure of the Contractor to comply with this provision could result in termination of this Agreement or the Contractor's repayment of funds previously awarded under this Agreement.

VI. PROGRAM MONITORING AND EVALUATION

- A. The Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with this Agreement and the effective and efficient achievement of the Program Objectives.
- B. The Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services as specified in this Agreement and shall make quarterly written reports to the City.
 - 1. The quarterly written reports shall include, but shall not be limited to, the following:
 - a. Title of program, listing of components, description of activities/operations.
 - b. Service area (e.g., citywide, etc., including applicable census tracts).
 - c. Goals - the project goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
 - d. Beneficiaries - provide the following:
 - i) Total number of direct beneficiaries.
 - ii) Percent of total number of direct beneficiaries who are:
 - Low and moderate income
 - Low income
 - Black, not Hispanic origin
 - White, not Hispanic origin
 - Hispanic
 - American Indian/Alaskan Native
 - Asian or Pacific Islander
 - Female Headed Households
 - e. Other information as required by the City.

2. The quarterly report shall be due on the 15th day of the month immediately following the report quarter, except for the end of the program year report which is due within 30 days.
- C. The City shall have ultimate responsibility for overall project monitoring and evaluation, to assist the Contractor in complying with the scope and content of this Agreement, and to provide information which will assist the City's policy- and decision-makers and managers.
 - D. The Contractor shall follow the audit requirements of the Single Audit Act and OMB Circular A-133 (revised June 24, 1997), or as periodically amended.
 1. OMB Circular A-133 requires that all recipients and subrecipients of Federal financial assistance of \$300,000 or more in a fiscal year shall have an audit performed in accordance with OMB Circular A-133. It is the duty of the City to review the audit for compliance with the requirements of OMB Circular A-133.
 2. The Contractor must submit to the City by June 30 and December 31 of each year a summary list of all Federal financial assistance received or scheduled to be received by the Contractor during the Contractor's fiscal year.

VII. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and shall be disbursed in accordance with OMB Circular A-110, with prior approval or consent of the City.
- B. Program income received by the Contractor shall be returned to the City for future application to Contractor projects.

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with Uniform Administrative Requirements as described in Federal Regulations, Section 570.502, as applicable to governmental entities.

IX. RELIGIOUS ACTIVITY PROHIBITION

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

X. REVERSION OF ASSETS

- A. Upon the expiration of this Agreement, the Contractor shall transfer to the City any HHSF funds on hand at time of expiration and any accounts receivable attributable to the use of HHSF funds.
- B. Real property in excess of \$25,000, obtained in whole or in part with HHSF funds, must be used to meet one of the national objectives for a minimum of five years after the expiration of this Agreement or disposed of in a manner that results in the City being reimbursed at fair market value less the value attributable to non-HHSF expenditures.

XI. OTHER PROGRAM REQUIREMENTS

The Contractor certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570.612) as relates to a) Non-Discrimination, b) Fair Housing, c) Labor Standards (see attached Exhibit F if applicable), d) Environmental Standards, e) National Flood Insurance Program, f) Relocation and Acquisition, g) Employment and Contracting Opportunities, h) Lead-Based Paint, i) Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients, j) Uniform Administrative Requirements and Cost Principals, k) Conflict of Interest, and l) Displacement.

XII. TERMINATION OF THIS AGREEMENT

The City may terminate this Agreement in whole or in part immediately for cause, which shall include as example but not as a limitation:

- A. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with City, State and Federal laws, regulations, and applicable directives;
- B. Failure to meet the performance standards contained in other sections of this Agreement;
- C. Improper use of reporting of funds provided under this Agreement; and
- D. Suspension or termination by HUD of the grant to the City under which the Agreement is made, or the portion thereof delegated by this Agreement.

CONTRACTOR:
AGENCY NAME

CITY OF PLEASANTON:

By: _____
Signature

By: _____
Nelson Fialho, City Manager

Title

Attest: _____
Karen Diaz, City Clerk

Date: _____

Date: _____

Approved as to Form:

By: _____
Michael H. Roush, City Attorney

EXHIBIT A

**CITY OF PLEASANTON
HOUSING & HUMAN SERVICES GRANT (HHSO)
WORK PROGRAM BETWEEN**

**CITY OF PLEASANTON
AND
*AGENCY NAME***

JULY 1, 20##, THROUGH JUNE 30, 20##

**Project No. #####
*PROJECT DESCRIPTION***

The project to be undertaken by *AGENCY NAME* shall be as described in the HHSO Application Project Summary submitted by the agency to the City in DATE. Specifically, the project shall involve DESCRIPTION.

The project shall conform substantially to the scope of work described above. Any request to modify the scope of the project shall be submitted to the City of Pleasanton's HHSO administrator in the form of a letter. Requests shall be processed as follows:

- a) If the proposed change is in substantial conformance with the original project scope as determined by the City's HHSO program administrator, the change may be approved by City staff.
- b) If the proposed change is in partial conformance with the original project scope as determined by the City's HHSO program administrator, the change will be submitted for review and approval by the City's Human Services Commission and/or Housing Commission.
- c) If the proposed change is not in conformance with the original project scope as determined by the City's HHSO program administrator, the change will be submitted for review and approval by the City's Human Services Commission and/or Housing Commission and then submitted for approval by HUD in the form of a change to the Annual Action Plan.

PROGRAM BUDGET

AGENCY NAME

JULY 1, 20##, THROUGH JUNE 30, 20##

Line Item	Cost
LINE ITEM DESCRIPTION	\$\$\$\$
LINE ITEM DESCRIPTION	\$\$\$\$
Grand Total:	\$\$\$\$

EXHIBIT B

CONDITIONS FOR PAYMENT BETWEEN

**CITY OF PLEASANTON
AND
*AGENCY NAME***

1. CLIENT CONFIDENTIAL INFORMATION:

The City shall be allowed to review case work history information. The purpose of the City's review is to see randomly selected client information to determine the adequacy of record keeping and quality of services performed.

2. BILINGUAL ASSISTANCE

The Contractor shall provide bilingual professional staff as needed to serve its clients.

3. METHOD OF PAYMENT

All requests for reimbursement shall be in a format approved by the City and shall be submitted to the City on a monthly basis with supporting documentation of actual costs incurred. Requests for reimbursement must be received within 30 days of the end of each claim month.

For public service projects, reimbursements shall be submitted on a monthly basis and shall be organized according to a "fee for service" system (as opposed to a pro-rating of the total yearly grant amount by month or by quarter). Specifically, the Contractor shall develop a reasonable fee basis for the unit cost of providing service to its clients (e.g., per client, per visit, per hour, or other applicable basis). This fee basis shall be set forth in Attachment B-1. Requests for reimbursement shall be expressed in terms of this fee basis and the actual level of service provided during the month for which the invoice is being submitted (e.g., number of clients served, number of visits, number of hours of service, or other applicable measure). Supporting documentation of the level of service shall be included as an attachment to the invoice. Any modifications to the fee basis during the term of this contract shall be submitted to the City for review and approval prior to the submittal of new invoices.

Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations, should be brought to the attention of City staff for reconciliation.

Monthly invoices should include, by line item, documentation of the expenditure of matching funds on the City contract.

4. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS

Once the line item budget has been approved through the execution of this contract, there can be no more than four (4) requests for adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the program year, **June 30, 2010**.

5. DEADLINE FOR EXPENDITURE OF HHSG FUNDS

All HHSG funds allocated to the agency by the City of Pleasanton must be expended by the end of the third year of the current three-year program cycle, which is June 30, 20##. Specifically, the agency shall be responsible for submitting all applicable invoices so that the City can issue payment to the agency prior to the aforementioned deadline. The agency shall notify the City by no later than March 31, 20##, if it anticipates problems meeting this deadline so that the City may consider an extension.

6. COMPLIANCE WITH FEDERAL REGULATIONS

The Contractor's administrative procedures must be in compliance with the following regulations:

- A. OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- B. OMB Circular A-110, Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- C. Paragraph (b) of Section 570.502 of sub-part J of 24 CFR 85, Common Rule of Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.
- D. Section 44.6 of 24 CFR Part 44 (Non-Federal Government Audit Requirements), Common Rule of Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.

Attachment B-1:

FEE BASIS FOR PUBLIC SERVICE PROJECTS
(APPLIES TO THIS PROJECT)

Reimbursements for the public service project covered under this contract shall be submitted on a monthly basis and shall be organized according to the fee basis set forth by the Contractor in the table shown below. The Contractor shall include supporting documentation of the monthly level of service provided as an attachment to each invoice.

[The Contractor shall list separately, in the table below, each distinct type of service which is anticipated to be provided during the period of this contract:]

	Type of Service/ Description	Service Unit to be Used (e.g., client, visit, hour, etc.)	Estimated Cost per Service Unit (A)	Projected Service Units to be Provided During Contract Period (B)	Projected Cost (A X B)
1			\$		\$
2			\$		\$
3			\$		\$
4			\$		\$
		Total Projected Service Cost: <i>(should not exceed total grant amount in contract)</i>			\$

Any modifications which the Contractor desires to make to the fee basis shown above during the term of this contract shall be submitted to the City for review and approval prior to the submittal of new invoices.

CONTRACTOR

Name and Title of Authorized Representative

Date

EXHIBIT C

INSURANCE COVERAGE

Subrecipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Insurance Services Offices Property Broad Cause of Loss (form CP 10 20). (To be used if project award Funds are used for purchase of or remodeling of structure.)

Minimum Limits of Insurance

Subrecipient shall maintain limits no less than:

1. General Liability, including operations, products and completed operations, as applicable: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Property Insurance: 100% of the replacement value with no coinsurance penalty provision. (To be used if project award Funds are used for purchase of or remodeling of structure.)

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City of Pleasanton. At the option of the City of Pleasanton, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Pleasanton, its officers, officials, employees and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City of Pleasanton guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Pleasanton, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient. The coverage shall contain no special limitations on the scope of protection afforded to the City of Pleasanton, its officers, officials, employees or volunteers.
2. For any claims related to this project, the Subrecipient's insurance coverage shall be primary insurance as respects the City of Pleasanton, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Pleasanton, its officers, officials, employees or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the City of Pleasanton, its officers, officials, employees or volunteers.
4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Pleasanton.

The Property Insurance policy shall include the City as an insured and as loss payee on any insurance. The City shall not be liable for any consequential loss sustained by Subrecipient. City shall not be liable for any loss of Subrecipient's personal property.

Acceptability of Insurers

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. If the insurance company is not licensed to do business in California, the A.M. Best rating shall be not less than A+:X.

Verification of Coverage

Subrecipient shall furnish the City of Pleasanton certificates of insurance and endorsement(s) effecting coverage to the City of Pleasanton for approval. The endorsements shall be on forms acceptable to the City of Pleasanton. All certificates and endorsements are to be received and approved by the City of Pleasanton before work commences. The City of Pleasanton reserves the right to require complete, certified copies of all insurance policies or Memorandums of Coverage (if Subrecipient is a member of a Joint Powers Authority) required by this section.

EXHIBIT D

CITY OF PLEASANTON AFFIRMATIVE ACTION PLAN UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

PURPOSE

To insure that, to the greatest extent feasible, projects financed through the City of Pleasanton's Housing & Human Services Grant (HHSB) Program provide business and employment opportunities for businesses in the City of Pleasanton.

In all contracts for work in connection with a HHSB project, the following clause (referred to as the Section 3 Clause), shall be included:

- A. The work to be performed under this contract 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 contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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, the 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 contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, 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 contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but not before the contract 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 contractor's obligations under 24 CFR Part 135.

- F. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(revised April 12, 1995)

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR:

SERVICES TO BE PROVIDED:

CONTRACT AMOUNT: \$

The following work force is anticipated to be necessary to satisfactorily complete this work:

Job Classifications

Existing Work Force

Anticipated New Hires

Contractor agrees to undertake a good faith effort to comply with all of the provisions of Section 3 of the Housing and Urban Development Act of 1968.

CONTRACTOR

Name and Title of Authorized Representative

Date

EXHIBIT E

PROPERTY MANAGEMENT STANDARDS

1. This attachment prescribes uniform standards governing the utilization and disposition of property furnished by the Federal Government or acquired in whole or in part with Federal funds by State and local governments. Federal grantor agencies shall require State and local governments to observe these standards under grants from the Federal Government and shall not impose additional requirements unless specifically required by Federal law. The grantees shall be authorized to use their own property management standards and procedures as long as the provisions of this attachment are included.
2. The following definitions apply for the purpose of this attachment:
 - a. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
 - b. Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
 - c. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
 - d. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
 - e. Excess property. Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.
3. Each Federal grantor agency shall prescribe requirements for grantees concerning the use of real property funded partly or wholly by the Federal Government. Unless otherwise provided by statute, such requirements, as a minimum, shall contain the following:
 - a. The grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The grantee shall obtain approval by the grantor agency for the use of the real property in other projects when the grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs, or programs that have purposes consistent with those authorized for support by the grantor.
 - c. When the real property is no longer needed as provided in a. and b., above, the grantee shall return all real property furnished or purchased wholly with Federal grant funds to

the control of the Federal grantor agency. In the case of property purchased in part with Federal grant funds, the grantee may be permitted to take title to the Federal interest therein upon compensating the Federal Government for its fair share of the property. The Federal share of the property shall be the amount computed by applying the percentage of the Federal participation in the total cost of the grant program for which the property was acquired to the current fair market value of the property.

4. Standards and procedures governing ownership, use, and disposition of nonexpendable personal property furnished by the Federal Government or acquired with Federal funds are set forth below:

a. Nonexpendable personal property acquired with Federal funds. When nonexpendable personal property is acquired by a grantee wholly or in part with Federal funds, title will not be taken by the Federal Government except as provided in paragraph 4a(4), but shall be vested in the grantee subject to the following restrictions on use and disposition of the property:

(1) The grantee shall retain the property acquired with Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall use the property in connection with other Federal grants it has received in the following order of priority:

- (a) Other grants of the same Federal grantor agency needing the property.
- (b) Grants of other Federal agencies needing the property.

(2) When the grantee no longer has need for the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:

- (a) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The grantee may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.
- (b) All other nonexpendable property. The grantee may retain the property for its own use provided that a fair compensation is made to the original grantor agency for the latter's share of the property. The amount of compensation shall be commuted by applying the percentage of Federal participation in the grant program to the current fair market value of the property.

(3) If the grantee has no need for the property, disposition of the property shall be made as follows:

- (a) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2)(a) above, the

grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed in accordance with (iii) below.

(b) Nonexpendable property with an acquisition cost of over \$1,000. The grantee shall request disposition instructions from the grantor agency. The Federal agency shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration (GSA) by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The Federal grantor agency shall issue instructions to the grantee within 120 days and the following procedures shall govern:

(i) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.

(ii) If the grantee is instructed to otherwise dispose of the property, he shall be reimbursed by the Federal grantor agency for such costs incurred in its disposition.

(iii) If disposition instructions are not issued within 120 days after reporting, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed by applying the percentage of Federal participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater, for the grantee's selling and handling expense.

(4) Where the grantor agency determines that property with an acquisition cost of \$1,000 or more and financed solely with Federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:

(a) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee.

(b) The grantor agency shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If the grantor agency fails to issue disposition instructions within 120 days, the grantee shall apply the standards of 4a(1), 4a(2)(b) and 4a(3)(b).

b. Federally-owned nonexpendable personal property. Unless statutory authority to transfer title has been granted to an agency, title to Federally-owned property (property to which the Federal Government retains title including excess property made available by the

Federal grantor agencies to grantees) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to the grantor agency for further agency utilization or, if appropriate, for reporting to the General Services Administration for other Federal agency utilization. Appropriate disposition instructions will be issued to the grantee after completion of Federal agency review.

5. The grantees' property management standards for nonexpendable personal property shall also include the following procedural requirements.
 - a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share.
 - b. A physical inventory of property shall be taken and the results reconciled with the property records are least once every two years to verify the existence, current utilization, and continued need for the property.
 - c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.
 - d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
 - e. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.
6. When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any Federal grant purposes, the grantee may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost. The amount of compensation shall be computed in accordance with 4a(2)(b).
7. Specified standards for control of intangible property are provided as follows:
 - a. If any program produces patentable items, patent rights, processes, or inventions, in the course of work aided by a Federal grant, such fact shall be promptly and fully reported to the grantor agency. Unless there is prior agreement between the grantee and grantor on disposition of such items, the grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery -- including rights under any patent issued thereon -- shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).

- b. Where the grant results in a book or copyrightable material, the author or grantee is free to copyright the work, but the Federal grantor agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

EXHIBIT F

FEDERAL WAGE DETERMINATION

(effective July 1, 2009)

[ONLY APPLIES TO CONSTRUCTION PROJECTS]

The Davis-Bacon Act (DBA) of 1931 requires the payment of locally “prevailing wages” and fringe benefits to laborers employed on any federally-funded construction, alteration, and/or repair contracts in excess of \$2,000. The DBA also applies to any public buildings, public housing, public works projects (e.g., streets, sidewalks, etc.), and to privately owned housing of more than 8 units (if CDBG-funded) or 12 units (if HOME-funded).

If applicable to this project, a copy of the federal wage determination that was in effect on July 1, 2009, is attached hereto and made part of this contract by reference. This wage determination must be made part of any construction contract(s) related to the project.

INSERT FEDERAL WAGE DETERMINATION HERE
(IF APPLICABLE TO PROJECT)

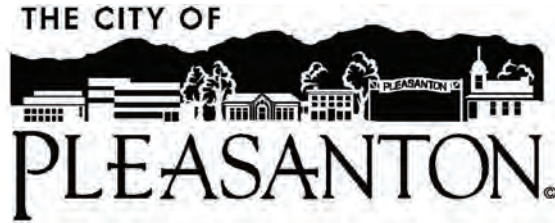
EXHIBIT G

CDBG-R (RECOVERY) SPECIFIC REQUIREMENTS

The Federal American Recovery and Reinvestment Act of February 2009 (“ARRA”) includes an additional one-time allocation of FY 2008/09 Community Development Block Grant – Recovery (CDBG-R) funds for entitlement communities as a separate entitlement under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, Catalogue of Federal Domestic Assistance number 14.218, otherwise known as the 2008/2009 ARRA Community Development Block Grant (CDBG-R) Entitlement for Grantees.

The City of Pleasanton will receive \$\$\$\$ in CDBG-R funds through a substantial amendment to its FY 2008/09 Action Plan. As part of this supplemental allocation, an additional \$\$\$\$ has been allocated to the Contractor, *AGENCY NAME*, for the project described earlier in Exhibit A of this contract. The allocation of CDBG-R funds is subject to the following additional requirements and provisions:

1. The Contractor is responsible for administering a portion of the City’s FY 2008/09 CDBG-R allocation in a manner satisfactory to the City and consistent with the standards, terms and conditions imposed by the CDBG Program, ARRA reporting requirements, and herein.
2. The Contractor agrees to comply with all additional Federal regulations and policies issued pursuant to the specific regulations for the CDBG-R funding including compliance with the ARRA’s provisions at Sections 1512, 1605, and 1606; 2 CFR Part 176; and any other rules or regulations established for the implementation of the ARRA.
3. The Contractor agrees to utilize the CDBG-R funds allocated under this Agreement to supplement, rather than replace, funds from other sources that are otherwise available for the same project. The intent of the CDBG-R funds is to increase the level of service on a pro-rata basis relative to the beneficiary and service targets included in the funding application.
4. The Contractor agrees to maintain appropriate documentation and records required to determine the eligibility of activities under the ARRA and to provide those records to the City subject to the general requirements for CDBG record keeping discussed in Section V of this contract.
5. In addition to the quarterly reports required in Section VI of this contract, the Contractor shall fulfill any additional ARRA reporting requirements as may be required by HUD (specified at www.recovery.gov) and by the City of Pleasanton.



Approval Authorization for Housing & Human Services Grant (HHS) Invoices

If a person other than the Executive Director/Agency Director is authorized to approve invoices, please list this individual below:

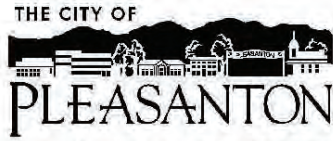
Name:

Title:

I hereby authorize the above named person to approve invoices submitted for reimbursement to the City of Pleasanton HHS Program for Fiscal Year _____.

Executive Director

Agency



Housing & Human Services Grant (HHSG) Program

INVOICE

Date: _____

To: Scott Erickson, Housing Specialist
 City of Pleasanton
 P.O. Box 520
 Pleasanton, CA 94566

From: _____

Project No./Name: _____

Invoice Detail: *(attach supporting documentation)*

<u>Invoice No.:</u>	<u>Period Covered by This Invoice:</u> from _____ to _____
Amount Requested on This Invoice (By Category):	
Capital Expenditures:	\$ _____
Contracts:	\$ _____
Program Services/Operation: <i>(_____ service units @ \$_____ per unit)*</i>	\$ _____
Total Requested This Invoice:	\$ _____

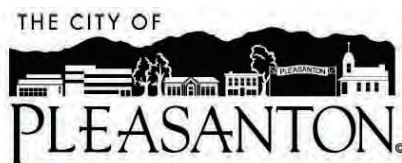
** (Service-related expenditures should be consistent with the "fee for service" information submitted in Exhibit B-1 of the contract for your project)*

CDBG Funds Summary:

A. Total Current Fiscal Year CDBG Allocation	\$ _____
B. Unspent Funds from Prior Fiscal Year	\$ _____
C. Total Available for This Project: (A+B)	\$ _____
D. Total Spent to Date This Fiscal Year <i>(including this invoice)</i>	\$ _____
E. Total Remaining for This Project (C-D)	\$ _____

**Signature of Agency Director
 or Chairman of the Board:** _____

NOTE:
If you would like this payment sent directly to a vendor other than your agency, please indicate the name and address of the vendor here:



Housing & Human Services Grant (HHS) Program

**Consolidated Annual Performance Evaluation Report (CAPER)
FY 20## (##/##)**

Please return this form by
Monday, August ##, 20##, to:

Scott Erickson, Housing Division
City of Pleasanton
157 Main Street
Pleasanton, CA 94566-0802
Fax 925-931-5476 / E-mail: serickson@ci.pleasanton.ca.us

You must complete a separate CAPER form for each program receiving HHS funding from the City of Pleasanton. If you cannot answer in the space provided, please attach up to one additional page per question. Incomplete or late submissions will result in delay of payment for FY ##/## awards.

Agency Name / Address: AGENCY NAME
 ADDRESS
 CITY / STATE / ZIP

Agency Contact: CONTACT NAME

Project No. / Description: PROJ# / DESCRIPTION

Total amount of grant award: GRANT AMOUNT

Expenditure status (as of July 20##):

	Spent	Unspent
City records:	SSPENT	SUNSPENT
Agency records: <i>(if different)</i>		

Representative who will attend the Pleasanton Human Services Commission CAPER meeting: <i>(Wednesday, September ##, 20##, 7:00 p.m., City Council Chambers, 200 Old Bernal Ave.)</i>	Person who prepared this form: <i>(if different)</i>
Name:	Name:
Title:	Title:
Phone:	Phone:

I. NARRATIVE:

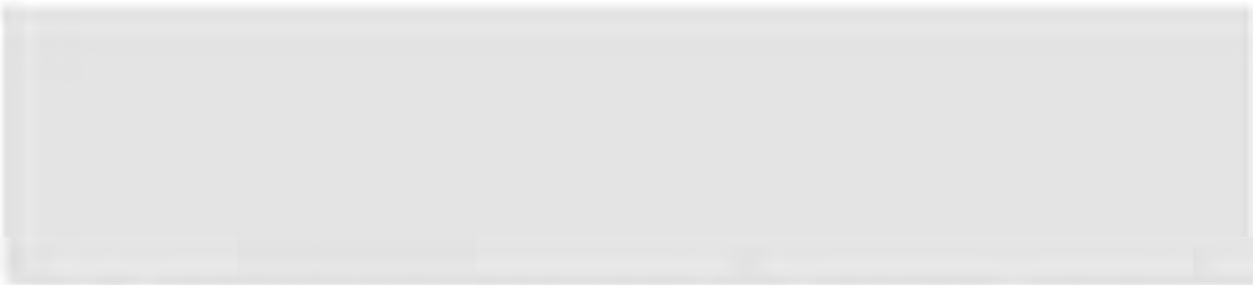
1) If applicable, please explain why your agency did not spend the entire grant.

A large rectangular area that has been redacted with a light gray background, covering the response to question 1.

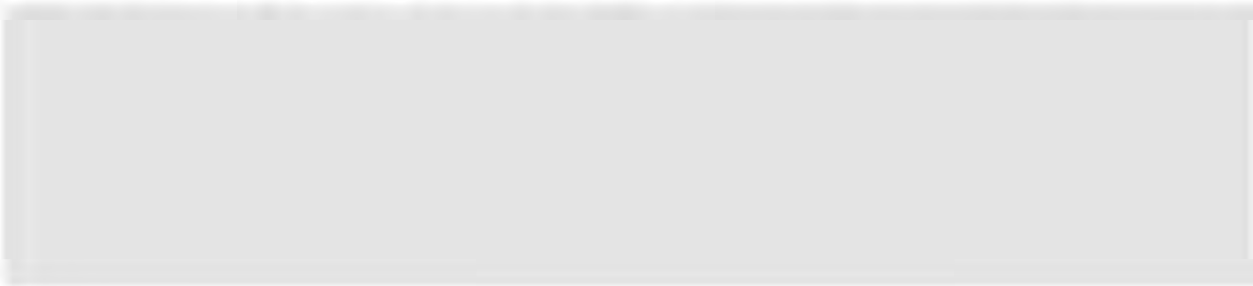
2) Describe the original purpose for which the City granted the HHSF funds.

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3) Describe the accomplishments of the program funded through 20###/### HHSF funds. Please detail how the program responded to needs within the community. Please describe any new and creative methods the agency implemented to meet community needs.

A large rectangular area that has been redacted with a light gray background, covering the response to question 3.

4) Does the agency feel this program was a success? How do you measure the success of the program? Did it meet or exceed the goals and outcomes described in the performance measures in the original application? If not, why?

A large rectangular area that has been redacted with a light gray background, covering the response to question 4.

- 5) Describe any problems or delays encountered with the project. How were they handled? What effects, if any, were there on project cost? Describe any resulting changes that made the project successful, or will make it successful in future years.

[Redacted area]

- 6) List agencies you collaborated with on this project. Describe the nature of the collaboration.

[Redacted area]

- 7) Did you obtain other funding sources? Please list sources and amounts. Use a separate page if necessary.

[Redacted area]

1) Service goal stated in contract: (note units, e.g., persons, households, hours, visits, etc.)

[Redacted area]

2) Percent of service goal met:

[Redacted area]

II. CLIENT DATA:

Please provide the required HUD statistical information for households or persons served by the project. (If property was acquired and not yet occupied, indicate N/A.)

The following data is expressed in terms of (check one): Households Persons

Income Level <i>(see table below)</i>	Number	Percentage
Extremely Low		
Low/Moderate		
Very Low		

INCOME DEFINITION BY HOUSEHOLD SIZE:

(HUD; Mar. 2009)

Income Category:	Number of Persons in Household / Max. Annual Income:							
	1	2	3	4	5	6	7	8+
Low / Moderate <i>(80% of median)</i>	\$46,350	\$53,000	\$59,600	\$66,250	\$71,550	\$76,850	\$82,150	\$87,450
Very Low <i>(50% of median)</i>	\$31,250	\$35,700	\$40,200	\$44,650	\$48,200	\$51,800	\$55,350	\$58,950
Extremely Low <i>(30% of median)</i>	\$18,750	\$21,450	\$24,100	\$26,800	\$28,950	\$31,100	\$33,250	\$35,400

Racial Categories	Non-Hispanic		Hispanic		Total Number
	Number	Percent	Number	Percent	
White					
Black/African American					
Asian					
American Indian/Alaskan Native					
American Indian/Alaskan Native and White					
Asian and White					
Black/African American and White					
American Indian/Alaskan Native and Black/African American					
Other Multi Racial					

Household Characteristics	Number	Percent
Disabled		
Female Head of Household		
Senior (62 years and older)		

III. PERFORMANCE MEASURES: (refer to Attachment 1 for guidance)

Report the objective, outcome, and indicator for the project. Additional information on objectives, outcomes, and indicators is found in Attachment 1.

A. Objective for this program?	<i>Select only one:</i>	B. Outcome for this program?	<i>Select only one:</i>
Creating a Suitable Living Environment	<input type="checkbox"/>	Availability/Accessibility	<input type="checkbox"/>
Providing Decent Affordable Housing	<input type="checkbox"/>	Affordability	<input type="checkbox"/>
Creating Economic Opportunities	<input type="checkbox"/>	Sustainability	<input type="checkbox"/>

C. Which indicator is being used to measure the program's intended results? <u>A list of Key Indicators is included in Attachment 1a.</u>	
--	--

D. Describe and provide data on ALL applicable measures within the indicator specified for this program.	Number

E. Please circle which of the following goals and priorities are applicable to this activity. Information on goals and priorities is found in Attachment 1b.

City of Pleasanton Con. Plan	1	2	3	4	5	6	7	8	9	10	11
HUD Strategic Goals	1	2	3	4	5						
HUD Policy Priorities	1	2	3	4	5	6					

Attachment 1: **Instructions to Complete Performance Measures**

The U.S. Department of Housing and Urban Development (HUD) has implemented a performance measurement system to gather information to support that the programs funded with HHSF are meeting local needs.

Objective

Identify the activities that are completed to achieve the goals of the program. Activities are what the program does with resources (money, staff, equipment and supplies) to complete the goals. They should be quantified on one of three categories listed below and then described fully. [Choose one only from among the three choices.]

- A) Suitable Living Environment
- B) Decent Housing
- C) Economic Opportunity

Outcome

Outcomes are the well-defined qualitative benefits that result from a program. Outcomes demonstrate impact and typically relate to a change in conditions, status, attitudes, skills, knowledge, or behavior. They should be quantified on one of three categories listed below and then described. [Choose one only from among the three choices.]

- A) Improved Availability/Accessibility to programs or housing for low income persons and families. This outcome category applies to activities that make services, infrastructure, housing, shelter, or employment opportunities available or accessible to low income persons.
- B) Improved Affordability of programs or housing for low income persons and families. This outcome applies to activities that provide affordability in a variety of ways to low income persons.
- C) Improved Sustainability of programs or housing by using resources they are more viable for low income families. This outcome applies to project where the activity is aimed at improving the situation for low income persons.

Indicator/Output

Outputs are the direct products of a program's activities. They are quantifiable goals, typically measured in terms of the volume of work accomplished, such as number of low-income households served, or number of loan applications processed. This will allow you to monitor and assess your progress in meeting your Performance Measures. **You must choose at least one of the 17 Key Indicators listed in Attachment 1a (you may choose more than one).**

Attachment 1a:
Key Indicators

1. Infrastructure and Public Service Activities

Number of persons assisted

- With new access to service or benefit
- With improved access to service or benefit
- Where activity was used to meet a quality standard or measurably improved quality, report number of households that no longer only have access to substandard service

2. Are activities part of a geographically targeted revitalization effort (Y/N?)

If yes, is it?

- Comprehensive – please clarify further below.
- Commercial
- Housing
- Other

Choose all the indicators that apply (at least 3) if the effort is Comprehensive

- Number of new businesses assisted
- Number of businesses retained
- Number of jobs created or retained in target area
- Amount of money leveraged (from other public or private sources)
- Number of low income persons serviced
- Slum/blight demolition
- Number of low income households assisted
- Number of areas of remediated Brownsfield
- Number of households with new or improved access to public facilities/services
- Number of commercial façade treatment/business building rehabilitation
- Other – can include: crime number, property value change, housing code violations, business occupancy rates, employment rates, homeownership rates

3. Does the activity address slum and blight spot basis (Y/N?)

4. Number of commercial façade treatment/business building rehab (site, not target area based)

5. Number of acres of Brownsfield redeveloped (site, not target area based)

6. Number of rental units constructed (new) per project or activity

Total number of units, of which are:

- Number affordable
- Number Section 504/ADA accessible

Of the affordable units

- Number subsidized by program
- Number of years of affordability guaranteed

Number of housing units

- How many for the chronically homeless
- Number made Section 504 ADA accessible

Number of units of permanent housing for homeless persons and families

- How many for the chronically homeless
- Number made Section 504/ADA accessible

7. Number of rental units rehabilitated
Of the total number of units
- Number affordable
 - Number made Section 504/ADA accessible
 - Number brought from substandard to standard condition
 - Number meeting IBC energy standards
 - Number meeting Energy Star standards
 - Number brought into compliance with lead safe housing rule
- Of affordable units:*
- Number subsidized by federal, state or local program
 - Number subsidized by CDBG/HOME program
 - Number of years affordability guaranteed
 - Number of housing units for persons with AIDS
 - Number made Section 504/ADA accessible
 - Number of units for homeless persons and families
8. Number of owner occupied units rehabilitated or improved
- Number of units brought from substandard to standard condition
 - Number of units brought to IBC Energy Standard
 - Number of units brought into Energy Star standards
 - Number of units brought into compliance with lead safe housing rule
 - Number of units subsidized by federal, state or local program
9. Direct financial assistance to homebuyers
- First time homebuyers Y/N
 - Subsidized tenants Y/N
 - Minority household Y/N
 - Down-payment Assistance Y/N
 - Closing Costs Y/N
 - Mortgage buy down/Reduction Y/N
 - Interest Reduction Y/N
 - Second Mortgage Y/N
10. Number of jobs created
- Employer sponsored health care benefits Y/N
 - Type of jobs created
 - How many were unemployed before accepting employment
11. Number of jobs retained, saved or maintained
- Employer sponsored health care benefits Y/N
 - Type of jobs created
 - How many were unemployed before accepting employment
12. Number of businesses assisted (with DUNS number)
- New
 - Expansion
 - Relocation
13. Number of new businesses that remain operations 3 years after assistance
14. Does the assisted business provide a good service to meet the needs of the service area? Y/N

15. Number of homeownership units constructed, acquired, and/or acquired with rehabilitation
Total number of units, of which are:
- Number affordable
 - Number of years of affordability
 - Number meeting IBC energy standards
 - Number meeting Energy Star standards
 - Number Section 504/ADA accessible
- Of the affordable units*
- Number subsidized by state/local programs
 - Number subsidized by federal programs
 - Number assisting persons with HIV/AIDS
 - Number assisting homeless
 - Number assisting chronically homeless
 - Number of units made Section 504/ADA accessible
16. Number of renter units assisted with on-going subsidies (TBRA)
Total number of units
- Number subsidized by state/local programs
 - Number subsidized by federal programs
 - Number assisting persons with HIV/AIDS
 - Number assisting homeless
 - Number assisting chronically homeless
 - Number of units made Section 504/ADA accessible
17. Number of homeless persons stabilized due to access to overnight shelter or other emergency housing support.

Attachment 1b:
Local and Federal Goals and Priorities

City of Pleasanton Consolidated Plan Goals:

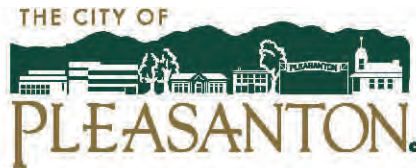
1. Increase and maintain the number of affordable rental units for low and moderate income households by encouraging unit affordability for the maximum number of years possible, with an emphasis on maintaining affordable units for the following populations: emancipated youth, families, adult population (21 – 64 years), seniors, under-served minorities and special populations.
2. Preserve existing affordable rental and ownership housing for low and moderate income households.
3. Assist low and moderate income first time homebuyers.
4. Reduce housing discrimination.
5. Maintain, improve and expand (as needed) the capacity of housing, shelter and services for homeless individuals and families including integrated healthcare, employment services and other supportive services.
6. Increase and expand activities designed to prevent those currently housed from becoming homeless.
7. Build on inter-jurisdictional cooperation to achieve housing and homeless needs.
8. Increase the availability of service-enriched housing for persons with special needs.
9. Downtown Economic Development
10. Public Service Support
11. Capital Improvement Projects

U.S. Department of Housing and Urban Development (HUD) Strategic Goals:

1. Increase homeownership
2. Promote decent affordable housing
3. Strengthen communities
4. Ensure equal opportunity in housing.
5. Promote participation of grass-roots faith-based and other community-based organizations

U.S. Department of Housing and Urban Development (HUD) Policy Priorities:

1. Provide increased homeownership and rental opportunities for low and moderate-income persons, persons with disabilities, the elderly, minorities, and families with limited English proficiency.
2. Improving the quality of life in our Nation's communities
3. Encouraging accessible design features.
4. Participation of minority-serving institutions in HUD programs.
5. End chronic homelessness within ten years.
6. Removal of barriers to affordable housing.



Housing & Human Services Grant (HHSB) *Subrecipient Monitoring Instructions and Questions*

Name of Agency: _____

Project Name / Fiscal Year: _____

The City is required to conduct monitoring visits in order to ensure that each subrecipient complies with its contract with the City of Pleasanton, and if applicable, any regulatory agreements. Specifically, the visit involves a review of contract performance, program effectiveness, compliance with national objectives, and financial management. City staff will send a letter to the subrecipient describing the results of the monitoring within 30 days of the visit. Please have the following items prepared for City staff to review:

Financial:

- Most recent agency audit
- Project budget
- All financial documents (including general ledger) that show how you account for Pleasanton HHSB funds

Project File(s):

The files should include but not be limited to the following items

- All executed contracts (if applicable contract amendments) utilizing City of Pleasanton HHSB funding.
- Quarterly and year-end reports
- Invoices with applicable backup documentation

If your award was for a capital project, please include:

- Davis-Bacon prevailing wage documentation (*if applicable*)
- Selection of contractor
- Contract with contractor and scope of work

If your award was for a public service project, please include:

- How clients are selected (intake forms, etc.)
- Income determination / verification
- Pleasanton resident status

Questionnaire:

Please answer the following questions on this form and have your responses ready to present at the monitoring visit. Please limit your answer to a maximum of three to five sentences.

1. Describe the relationship of HHSG funded activities to overall agency goals and objectives.
2. Did the activity funded with HHSG grant dollars complete the stated objectives?
3. If not, describe what has occurred.
4. How do you measure program success?

Records Management:

1. How do you verify client income and residency?
2. Briefly describe your procedures for keeping records for a minimum of five (5) years.



Housing & Human Services Grant (HHSB)
On-site Subrecipient Monitoring Form

Application No.:

Date of Visit:

Project / Agency:

Funding Sources:

Executive Director:

Persons at Monitoring:

Pre-Visit:

- Review file for any outstanding issues
- Review for any gaps in the file, e.g., audit, invoices, quarterly reports, etc.

Introduction:

- 1) Purpose of monitoring (program performance, records, fiscal systems)
- 2) Agency to review monitoring report, comment and respond to findings
- 3) Project goals and objectives as established in application
- 4) Review pre-monitoring form completed by subrecipient; attach to this document and file.

Performance Monitoring:

- 1) Do the reports present all the needed information in an effective and concise manner?
- 2) If applicable, review year-end Performance Report and check against records.

- A) Is there sufficient documentation for the following: **Yes** **No** **N/A**
- 1) Ethnic / racial makeup of clients
 - 2) Age of clients
 - 3) Economic / income level of clients

- B) Can completed portions of contract be verified?
(Check documentation and conduct visual inspection)

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|------------|-----------|------------|
| C) Have all Affirmative Action and Prevailing Wage requirements been met? | | | |
| D) Are special records or conditions, as called for in contract agreement, sufficiently detailed and carried out? | | | |
| E) Are screening and/or interviewing processes sufficient?
(Check documentation and talk to all persons involved if necessary) | | | |
| F) Accurate number of recorded funded positions?
(Check all records and documentation to verify) | | | |
| G) Does the project administrator/manager make regular site visits/checks? (Ask to verify through documentation) | | | |
| 4) Summary of activities going on during visit. Include any clients on site. | | | |
| 5) Is project site different than site of monitoring interview? | | | |
| 6) Ask questions concerning pertinent past issues. (Specific program questions) | | | |
| 7) Does the evaluation system determine the effectiveness and efficiency of the program in terms of cost/time expended in relation to objectives/benefits achieved? | | | |

Records:

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|--|------------|-----------|------------|
| 1) Are record keeping procedures written? | | | |
| 2) Are records current, legible, and complete? | | | |
| 3) Do program records include all required data reporting elements? | | | |
| 4) Do program records provide for data collection and Reporting that allows measurement of program objectives? | | | |
| 5) Is grantee aware of Federal contract requirements?
Check for conflict of interest. | | | |

Fiscal Monitoring:

- 1) What internal controls are observed?

- 2) Review total agency budget and final balances for last completed fiscal year. Does budget list all income by source and amount, and list all expenses by program component or type of service?

- 3) How are funds obtained from fundraising activities expended?

- 4) Does this program generate program income? Yes No N/A
- 5) If the answer to #4 is YES, identify specific program income type (e.g., principal / interest on loans, fees, etc).

- 6) Are there written procedures that address the following areas: purchasing authority, accounts receivable, cash, billings, or cost allocation?
- 7) Accounting procedures:
 - A) Separate accounts maintained for each funding source?
 - B) Is one person assigned to maintain fiscal records?
 - C) Review general ledgers. Are they current?
 - D) Who authorizes expenditures?
 - E) Complete an audit trail, as follows:
 - 1) Randomly select six (6) paid invoices submitted for reimbursement.
 - 2) Confirm that the original invoice shows the date paid, source of funds used to pay bill, check number, and amount of check.
 - 3) Check general ledger for entry of each item.
 - 4) Review the canceled check for each item. Is amount and date correct? Do they have the signatures of authorized personnel?
- 8) Are the decision makers in the agency provided with up-to-date financial information?
- 9) Is there a regular procedure for generating all required internal and external reports, including tax reports, income statements, balance sheets, fund balance reports, bills paid listing, and budget reports?

10) Discuss any fiscal changes or budget revisions planned or recently implemented.

Exit Interview (with Director):

- 1) Explain preliminary findings.
- 2) Explain remaining process (written preliminary report within two weeks, final report after client evaluations are received). Discuss content of Grantee Performance Report to be prepared at the end of the program year.
- 3) Answer questions.
- 4) Discuss progress / changes since last monitoring visit.
- 5) Additional comments observation. Include impact of outside agencies or events (attach additional sheets if necessary).
- 6) Recommendations for future action, including corrective measures if applicable:

Additional Comments:

SAMPLE EQUIPMENT REPORT

As a recipient of Housing & Human Services Grant (HHSO) funding from the City of Pleasanton used to purchase equipment, your agency is required to answer the following questions regarding the status of each piece of equipment annually to fulfill the requirements of OMB Circular A-110, Subpart C, Section 34. Non-submission of this document may result in delayed payment of invoices or denial of additional HHSO funding from the City of Pleasanton.

1)	Agency Name:	
2)	Address:	
3)	Description and condition of equipment:	
4)	Location of equipment:	
5)	Equipment manufacturer (include model number, stock, or other identification numbers):	
6)	Does the agency own the equipment? If not, name the current owner.	
7)	Is this equipment still in use by your agency? If not, how did you dispose of the item?	
8)	Date the equipment was acquired:	
9)	Final cost of the equipment:	
10)	List all other funding sources for the equipment::	
11)	HHSO participation in cost of the equipment (divide HHSO award amount by the total cost of the item):	

Date Report Submitted: _____

Person Submitting Report: _____

Title: _____

Semi-Annual Labor Standards Enforcement Report - Local Contracting Agencies (HUD Programs)

U.S. Department of Housing and Urban Development
Office of Labor Relations

HUD FORM 4710

OMB Approval Number 2501-0019
(Exp. 07/31/2007)

Agency Name:	Agency Type: <small>(e.g., CD/C, P/A, T/CE/HA)</small>	State:	LR2000 Agency ID #: (HUD Use Only)
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, _____ to March 31, _____		<input type="checkbox"/> Period 2: April 1, _____ to September 30, _____	
Agency Contact Person:	Agency Contact Phone/E-mail:		

PART I - CONTRACTING ACTIVITY*
Pertains ONLY to projects awarded during the reporting period.

- Number of prime contracts subject to the Davis-Bacon and Related Acts (DBRA) and/or the Contract Work Hours and Safety Standards Act (CWHSSA) awarded this period
Note: Do not include contracts included in previous semi-annual reports
- Total dollar amount of prime contracts reported in item 1 above \$ _____
- List for each contract awarded this period:

Project Name/Number	Contract Amount	Wage Decision Number	Wage Decision Lock-In Date
EXAMPLE: "Boy's Club Renovation # CD54005-65"	"\$0,000,000.00"	"FL040001/Mod 3, 6/25/04, Building"	"07/02/04 bid open date" ◀ Lock

*Use additional pages if necessary



WHAT IS THE LOCK-IN DATE? For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" the wage decision provided that the contract is awarded within 90 days. If the contract is awarded more than 90 days after bid opening, the contract award date "locks-in" the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, use the construction start date as the lock-in date. However, for projects receiving assistance under Section 8 of the U.S. Housing Act of 1937 or contracts involving a project wage determination, the lock-in rules may vary from above. See Department of Labor Regulations, 29 CFR, Part 1, Section 1.6 and/or HUD Handbook 1344.1, or consult the HUD Labor Relations staff.

WHAT IT ISN'T: Do not use the wage decision publication date, unless that happens to correspond to one of the trigger events described above. If you are not sure about any of this, please feel free to contact the Labor Relations staff in your state or region.

Agency Name:	Agency Type: <small>(e.g., CDBG, PHA, TDHEMIA)</small>	State:	LR2000 Agency ID #: <small>(HUD Use Only)</small>
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, ____ to March 31, ____		<input type="checkbox"/> Period 2: April 1, ____ to September 30, ____	
Agency Contact Person:		Agency Contact Phone/E-mail:	

PART II - ENFORCEMENT ACTIVITY*
Pertains to all projects, not just contract(s) awarded during the reporting period.

4. Number of employers against whom **complaints** were received (list employers and projects involved below):

Employer	Project(s)
-----------------	-------------------

5. (a) Number of cases (employers) referred to HUD Labor Relations for investigation or §5.11 hearing (list referrals below):

(b) Number of cases (employers) referred to the Department of Labor (DOL) for investigation or §5.11 hearing (list referrals below):

Employer	Project	HUD or DOL	Invest. Or Hearing
-----------------	----------------	-------------------	---------------------------

6. (a) **Number of workers for whom wage restitution was collected/disbursed:**
Report only once; if you previously reported workers for whom restitution was collected, do not report the same workers when funds are disbursed. Include workers to whom restitution was paid directly by the employer.

(b) **Total amount of straight time wage restitution collected/disbursed during this period:**
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

(c) **Total amount of CWHHSA overtime wage restitution collected/disbursed during this period:**
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

(d) **Total amount of liquidated damages collected:**

* Use additional pages if necessary

Semi-Annual Labor Standards Enforcement Report - Local Contracting Agencies (HUD Programs)	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 4710i <small>OMB Approval Number 2501-0018 (Exp. 07/31/2007)</small>
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Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

All Federal agencies administering programs subject to Davis-Bacon wage provisions are required by Department of Labor (DOL) regulations (29 CFR Part 5, Section 5.7(b)) to submit a report of all new covered contracts/projects and all enforcement activities each six months. In order for HUD to comply with this requirement, it must collect contract and enforcement information from local agencies that administer HUD-assisted programs subject to Davis-Bacon requirements. HUD requests that local agencies complete and submit a Semi-annual Enforcement Report each six months.

Local agencies and HUD must retain a copy of the Semi-annual Enforcement Report in its files.

Please follow these instructions while compiling the Semi-Annual Labor Standards Enforcement Report for Local Contracting Agencies (HUD Programs) (form HUD-4710).

Introduction

Department of Labor (DOL) Regulations 29 CFR §5.7(b) require Federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) labor standards to furnish a Semi-Annual Labor Standards Enforcement Report to the Administrator of the Wage and Hour Division. Some HUD programs are administered by state and local agencies for labor standards compliance. HUD must collect information from such agencies in order to capture enforcement activities for all HUD programs in its reports to DOL.

Reporting Periods: **Period 1** October 1 through March 31
Period 2 April 1 through September 30

Report Format: Each agency report consists of two parts:

- Part I** concerns contracting activity for work awarded during the reporting period;
- Part II** concerns enforcement activity for all contracts, regardless of the award date.

The HUD Labor Relations staff for your area will send a courtesy reminder shortly before the due date about preparing the report and will remind you of the date your report is due. However, you should maintain accurate records throughout the year of relevant contract information so that you can submit the report timely.

Definitions and Guidance

Part I - Contracting Activity - This part concerns only contracts that were *awarded* during this period. *Do not* include contracts that were awarded prior to this period even though the contracts may still be underway. *Do* include work subject to purchase order or other form of agreement, even if there is no formal contract award.

Item 1. Enter the total number of prime contracts subject to DBRA/CWHSSA awarded during this period. Track contracts by award or start of construction - **do not** track by bid opening date. Public Housing Authorities (PHAs), Tribally-designated Housing Entities (TDHEs)/Indian Housing Authorities (IHAs): Include force account work that is subject to DBRA/CWHSSA.

Item 2. Enter the total dollar amount of the contracts and/or PHA/TDHE/IHA force account work reported in Item 1.

Item 3. List each project/contract name, brief descriptive information, number or unique identifier, dollar amount, the wage decision and modification number in the contract, bid opening date, contract award

Previous versions obsolete	Page 1 of 2	form HUD-4710i (11/2004)
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Semi-Annual Labor Standards Enforcement Report - Local Contracting Agencies (HUD Programs)	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 4710i <small>CMS Approval Number 2501-6018 (Exp. 07/31/2007)</small>
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date, and construction start date. Identify which milestone date triggered the wage decision "lock-in" (bid opening date, contract award date or start of construction date, as appropriate). If the project was not subject to sealed bids, indicate "NA" for bid opening date and proceed to identify the other dates.

Part II - Enforcement Activity - This part concerns *all* enforcement activity no matter when the contract was awarded or construction began.

Item 4. Enter the number of **employers** (contractors, subcontractors, lower-tier subcontractors) against whom complaints were received during the report period. List the names of the employers against whom complaints were received and the projects involved.

Item 5. Enter the number of employers that were referred to HUD Labor Relations or DOL staff for investigations, for hearings on appeal and/or debarment hearings. List the employer, project, and agency (HUD or DOL) to which the case was referred, and the reason for referral - investigation, appeal hearing (DOL Regulations 29 CFR Part 5, Section §5.11) and/or debarment (DOL Regulations 29 CFR Part 5, Section §5.12) hearing.

Item 6. Enter information relative to wage restitution that was collected and/or disbursed during the report period. This includes restitution disbursed by the agency; restitution reported on certified payroll correction reports, amounts collected but not disbursed because workers could not be found. Report straight time wage restitution separate from Contract Work Hours and Safety Standards Act (CWHSSA) overtime wage restitution. Also list liquidated damages collected for CWHSSA overtime violations.

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities), Urban Development Action Grants, Housing Development Grants, Multifamily Insured and Noninsured, Public and Indian Housing Authorities, and contracts entered into by recipients of CDBG rehabilitation assistance. Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

Community Development Programs

1. **Grantee:** Enter the name of the unit of government submitting this report.
3. **Contract Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- 7a. **Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- 7b. **Amount of Contract/Subcontract:** Enter the dollar amount, rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. **Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontract only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.
- 7d. **Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.
- 7i. **Section 3 Contractor:** Enter Yes or No.
- 7j. **Contractor/Subcontractor Name and Address:** Enter this information for each Previous editions are obsolete.

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in "youthbuild" programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary

firm receiving contract/subcontract activity only one time on each report for each firm.

1. **Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgagee entity submitting this report.
3. **Contract Person:** Same as item 3 under CPD Programs
4. **Reporting Period:** Check only one period.
5. **Program Code:** Enter the appropriate program code.
- 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. **Amount of Contract/Subcontract:** Same as item 7b, under CPD Programs.
- 7c. **Type of Trade:** Same as item 7c, under CPD Programs.
- 7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d, under CPD Programs.
- 7e. **Woman Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number:** Same as item 7f, under CPD Programs.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number:** Same as item 7h, under CPD Programs.
- 7i. **Section 3 Contractor:** Enter Yes or No.
- 7j. **Contractor/Subcontractor Name and Address:** Same as item 7j, under CPD Programs.

may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h, only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f, for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Public Housing and Indian Housing Programs

- PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.
1. **Project Owner:** Enter the name of the unit of government, agency or mortgagee entity submitting this report. Check box as appropriate.
 3. **Contact Person:** Same as item 3 under CPD Programs.
 4. **Reporting Period:** Check only one period.
 5. **Program Code:** Enter the appropriate program code.
 - 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
 - 7b. **Amount of Contract/Subcontract:** Same as item 7b, under CPD Programs.
 - 7c. **Type of Trade:** Same as item 7c, under CPD Programs.
 - 7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d, under CPD Programs.
 - 7e. **Woman Owned Business:** Enter Yes or No.
 - 7f. **Contractor Identification (ID) Number:** Same as item 7f, under CPD Programs.
 - 7g. **Section 3 Contractor:** Enter Yes or No.
 - 7h. **Subcontractor Identification (ID) Number:** Same as item 7h, under CPD Programs.
 - 7i. **Section 3 Contractor:** Enter Yes or No.
 - 7j. **Contractor/Subcontractor Name and Address:** Same as item 7j, under CPD Programs.

Appendix D: Useful Tools



COMMON ACRONYMS AND DEFINITIONS

A

Accessibility: All new construction of CDBG and HOME funded multifamily buildings must include certain features of accessible and adaptable design. Units covered are all those in buildings with four or more units and one or more elevators, and all ground floor units in buildings without elevators.

Action Plan: Document submitted to Alameda County Housing and Community Development as part of HOME consortium and submitted to HUD. Action plan informs HUD how we will spend our CDBG and HOME allocations throughout the next fiscal year.

Affordable Housing Program (AHP): A program established by the Financial Institutions Reform, Recovery, and Enforcement Act through which Federal Home Loan banks provide low-cost advances and direct subsidies to member banks to finance the purchase, construction and rehabilitation of owner-occupied housing for low- and moderate-income households.

Americans with Disabilities Act (ADA): This regulation prohibits discrimination on the basis of disability in employment, federal, state or local government serve and provides for accommodations in public and commercial facilities.

Analysis of Impediments (AI): HUD requirement for each state to conduct an analysis to determine impediments to fair housing choice within the state. The Municipality/County/State must take appropriate actions to overcome the effects of any impediments identified through that analysis.

B

Brownfields: Abandoned, idled, or under-used industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. Additional information can be found on the Environmental Protection Agency website at www.epa.gov/swerosps/bf/glossary.htm

Brownfields Redevelopment Initiative (BRI): An interagency initiative to address the financial and legal risks of cleaning up and redeveloping brownfields. To attract private financing, HUD brings together three existing types of assistance that communities can use to clean up and revitalize potentially contaminated sites: annual formula grants allocated through Community Development Block Grants; lower interest loan guarantee authority through the Section 108 Loan Guarantee program; accompanying competitive grants provided through the Lead-Based Paint Hazard Control program.

C

California Environmental Quality Act (CEQA): This is a State requirement similar to an Environmental Review on the federal level. This review is required if any State funds are in the project. However if there are federal funds, a CEQUA does not substitute for a federal ER.

California Housing Finance Agency (CalHFA): State agency that issues tax-exempt bonds to provide below-market rate loans for affordable rental housing to assist first-time homebuyers.

CAPER: Consolidated Annual Performance and Evaluation Report. CDBG and HOME sub-recipients must file this report at the end of the fiscal year informing the City how they spent their grant allocation. The agency reports their results to the Human Service Commission at a public hearing also known as a Performance Hearing. Staff compiles all reports into a City-wide CAPER which is presented to the City Council for approval and finally to HUD.

Capital Fund Program (CFP): Program to provide funds to Public Housing Agencies to modernize public housing units.

CDLAC: California Debt Limit Allocation Committee allocates the Tax Credit program.

CFR: Code of Federal Regulations is where one would find the CDBG and HOME regulations.

Community Action Program: The Community Action Program (CAP) was created under the Economic Opportunity Act of 1965 and restructured under the Omnibus Budget and Reconciliation Act of 1981. The program was created to examine and ameliorate the causes of poverty in the U.S. CAP agencies are non-profits that operate an array of assistance programs, such as weatherization and emergency housing for low-income homeowners, shelters for the homeless and employment training. In Pleasanton, local agencies receive funds from ACAP, Alameda County Community Action Program.

Community Based Organization (CBO): A neighborhood based non-profit organization dedicated to improving its community.

Community Development Block Grant (CDBG) Program: Authorized by the Housing and Community Development Act of 1974, CDBG replaces several community development categorical grant programs. CDBG provides eligible metropolitan cities and urban counties (called entitlement communities) with annual direct grants that they can use to revitalize neighborhoods, expand affordable housing and economic opportunities, and/or improve community facilities and services, principally to benefit low-and moderate income persons.

CDBG allocation: Is the yearly grant Pleasanton receives from HUD. An entitlement community's allocation is derived from local demographics including the City's population, poverty rate, overcrowded housing units, and pre-1940 housing units. HUD enters data into a computer and calculates the amount received by each Entitlement City, Urban County, and State.

CDBG program areas: A jurisdiction must spend CDBG funding within three program areas: housing, community development, and economic development. All areas must support activities which at least 70% of the program participants have incomes less than 80% in the Oakland SMSA. The jurisdiction outlines how they will spend their CDBG allocation in their Action Plan and Consolidated Plan. The housing goal is met when the jurisdiction either supports or builds single family houses or apartments. Community development supports infrastructure and programs. Economic development supports for-profit businesses that provide jobs to low-income persons.

Community Development Corporation (CDC): Non-profit groups accountable to local residents that engage in a wide range of physical, economic and human development activities. CDC's rebuild their communities through housing, commercial, job development and other activities.

Community Housing Development Organization (CHDO): A federally defined non-profit housing provider that can receive 15 percent of all HOME Investment Partnership funds. The primary difference between CHDO and other non-profit housing developers are the low-income resident members on the Board of Directors.

Community Planning and Development (CPD): The office at the U.S. Department of Housing and Urban Development that ensures we spend our CDBG dollars correctly.

Community Reinvestment Act (CRA): A 1977 federal law that requires banks and savings and loan associations to help meet the credit needs of their local communities, including low-income communities.

Congressional Budget Office (CBO): Budget organization created by the Congressional Budget Impoundment and Control Act of 1974 that provides staff assistance to Congress.

Consolidated List of Debarred, Suspended, and Ineligible Contractors: This document, compiled by the Department of Labor, lists all contractors that cannot work on projects funded with federal money. Before beginning any project, an agency is required to check this list. It can be found online at <http://epls.arnet.gov>.

Consolidated Plan: This report is completed in either 3 or 5 year cycles. It reports the overall needs in the community and how the City will spend the CDBG and HOME allocations to meet those needs.

Continuum of Care: A program to help homeless Americans receive housing, job training, child care, and other services. The Continuum of Care, which is the centerpiece of the federal policy on homelessness, stresses permanent solutions to homelessness through comprehensive and collaborative community planning.

D

Davis-Bacon: Statutory requirement that persons working on Federally-supported projects be paid at least a minimum of prevailing wage rates.

E

Eligible CDBG Expenses:

Administrative: The jurisdiction can use twenty percent (20%) of their total allocation to cover administrative costs. The funds are utilized to pay for staff salaries, training, supplies, travel, and other related costs

Public Service: Fifteen percent (15%) of the entitlement is used to fund these grants. Agencies are allowed to use public service funds to cover costs associated with running a program.

Capital: This is the amount remaining after Administrative and Public Service costs are subtracted from the CDBG allocation. HUD does not restrict the amount of CDBG funds spent on capital projects. Eligible projects include single and multi-family housing renovations, handicap ramps and other ADA upgrades, community centers and other major building projects.

Emergency Shelter Grant (ESG): A Federal grant program designed to help improve the quality of existing emergency shelters for the homeless, make available additional shelters, meet the costs of operating shelters, provide essential social services to homeless individuals, and to help prevent homelessness.

Entitlement: An underlying formula governing the allocation of Block Grant funds to eligible recipients.

Entitlement City (Urban County/State): All Cities with populations above 50,000 can apply for status as an entitlement city and receive CDBG funds directly from HUD. Pleasanton became an entitlement City in 1985 and Pleasanton in 1992. However, Dublin is not entitlement, but expects to apply for entitlement in the near future. Because HUD has recognized Alameda County as an Urban County, Dublin receives their CDBG allocation through Alameda County Housing and Community Development. All cities, towns and rural areas with populations less than 50,000, and not a part of an Urban County, receive their CDBG allocation directly from the State.

Environmental Assessment (EA): A preliminary, written, environmental analysis required by EPA to determine whether a federal activity such as building airports or highways would significantly affect the environment an EA may require preparation of more detailed Environmental Impact Statement.

Environmental Impact Statement (EIS): A document prepared by or for EPA which identifies and

analyzes, in detail, environmental impacts of a proposed action. As a tool for decision-making, the EIS describes positive and negative effects and lists alternatives for an undertaking, such as development of a wilderness area.

EPA: Environmental Protection Agency.

Equal Employment Opportunity: Term which refers to a variety of activities to ensure non-discrimination in hiring, promoting, and managing employees.

Expense: The outflow of assets or incurrence of liabilities (or both) during a period as a result of rendering services, delivering or producing goods, or carrying out other normal operating activities.

E

Fair Housing Act: Legislation first enacted in 1968 and expanded by amendments in 1974 and 1988, which provides the Secretary with investigation and enforcement responsibilities for fair housing practices. This Act prohibits discrimination in housing and lending based on race, color, religion, sex, national origin, handicap, or familial status.

Fair Housing Assistance Program (FHAP): A Program to assist state and local agencies and community housing resources boards in processing Fair Housing Act complaints.

Fair Housing and Equal Opportunity (FHEO): HUD mandates all jurisdictions receiving CDBG funds to eliminate any barriers to housing. These discriminatory actions include denying housing based on race, handicap, religion, sex, family status, etc.

Fair Housing Initiative Program (FHIP): A Program to assist states, local agencies, fair housing groups, and community housing resource boards in bringing public and private efforts together to combat housing discrimination.

Fair Market Rent (FMR): A Program to assist states, local agencies, fair housing groups, and community housing resource boards in bringing public and private efforts together to combat housing discrimination.

Federal Home Loan Bank (FHLB): The Federal Home Loan Bank System was created in 1932 by the Federal Home Loan Bank Act to restore confidence in the nation's financial institutions and to improve the supply of funds to local lenders that, in turn, finance loans for home mortgages. Since 1989, the Federal Home Loan Bank System's public policy mission has been expanded to include Affordable Housing and Community Development lending.

Federal Home Loan Mortgage Corporation (Freddie Mac): A federally chartered stockholder owned corporation which supports the secondary market for conventional mortgages.

Federal National Mortgage Association (Fannie Mae): A federally chartered, stockholder owned corporation which supports the secondary market for both conventional mortgages insured by the FHA.

FEMA: Federal Emergency Management Administration.

FHA: The Federal Housing Administration provides mortgage insurance on loans made by FHA-approved lenders throughout the United States. FHA insures mortgages on single family and multifamily homes including manufactured homes and hospitals. It is the largest insurer of mortgages in the world, insuring nearly 33 million properties since its inception in 1934.

Finding of No Significant Impact (FONSI): A FONSI is issued after an Environmental Assessment concludes that a proposed project will not result in an action which will significantly affect the quality of human life. If a FONSI is not issued, the project's developers must mitigate the impact of the project on the environment.

Fiscal Year: Any yearly accounting period, regardless of its relationship to a calendar year. The City of Pleasanton's fiscal year is July 1 through June 30.

Full Time Equivalent (FTE): One FTE is 2,080 hours of paid employment. The number of FTEs is derived by summing the total number of hours (for which included categories of employees) are paid by the appropriate categories of employees and dividing by 2,080 hours (one work-year). Appropriate categories include, but are not limited to, overtime hours, hours for full-time permanent employees, temporary employees, and intermittent employees who may not have been paid for an entire reporting period. The number of full time employees it would take to work the total number of hours worked by all employees during a specific reporting period, regardless of schedules.

G

GOOMBY: Get out of my backyard.

Grant: A federal grant maybe defined as a form of assistance authorized by statute in which a federal agency (the grantor) transfers something of value to a party (the grantee) usually, but not always, outside of the federal government, for a purpose, undertaking, or activity of the grantee which the government has chosen to assist, to be carried out without substantial involvement on the part of the federal government. The "value" is usually money, but may, depending on the program legislation, also include property or services. The grantee, again depending on the program legislation, may be a state or local government, a non-profit organization, or a private individual or business entity. Programs administered by state governments comprise the largest category, involving federal outlays of over \$100 billion a year.

GSA: Government Services Administration.

H

Hatch Act: Act prohibiting partisan political activity on the part of federal employees.

HOME Investment Partnership Program (HOME): Provides funds to local governments and states for new construction, rehabilitation, acquisition of standard housing, assistance to homebuyers, and tenant-based rental assistance.

Home Mortgage Disclosure Act (HMDA): A federal law requiring financial institutions to report key information about mortgage loans. Using this information, community organizations are able to access a bank's performance under the Community Reinvestment Act.

Housing and Community Development (HCD): State agency that administers state housing programs and the HOME and CDBG programs for jurisdictions that do not receive funding directly from HUD. This is often confused with the Alameda County agency of the same name. However, they are two separate entities.

Housing and Human Services Grant (HHS) Program: This program, established in 2009, consists of four funding programs to provide housing and services for low income Pleasanton residents. The programs include the Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), City Lower Income Housing Funds for Housing, and City General Funds for Human Services (formerly "City Grant"). The City of Pleasanton's intent for the Housing and Human Services Grant Program (HHS) is to meet the identified needs of low and moderate income residents and to provide a more desirable living environment for all residents within the City.

Housing for the Elderly and Handicapped: This housing program authorized by Section 202 of the National Housing Act provides direct Federal loans to non-profit sponsors for construction and mortgage

financing of housing for elderly and handicapped.

Housing for People with AIDS (HOPWA): This program provides grant money specifically for subsidized housing for individuals suffering from AIDS. Due to size and number of AIDS patients, the City of Oakland receives this entitlement from HUD and is administered by Alameda County Housing and Community Development.

HQS: Housing Quality Standards. All HOME and CDBG construction and rehabilitation projects must meet these standards.

Human Services Commission (HSC): The Human Services Commission is comprised of local citizens who act as an advisory body to the Pleasanton City Council for CDBG funding and other matters that affect human and social services throughout Pleasanton.

HUD: Our funding agency and the one we report to, the U.S. Department of Housing and Urban Development.

I

In-Lieu: A fund paid to the City by developers of housing projects. Pleasanton's Inclusionary Zoning Ordinance requires 15% to 20% of all housing developments to have homes affordable to households with incomes less than 80% of the Area Median Income. If the developer chooses not to build this type of housing, they pay a fee "in-lieu" of providing affordable units. The City utilizes in-lieu fees to build and support affordable housing through the Lower Income Housing Fund.

IDIS: HUD's Integrated Disbursement and Information System has two applications: 1) to draw down our CDBG allocation from HUD, and 2) to report program accomplishments to HUD. HUD introduced a new version of IDIS called "IDIS Online" in fall 2009. The new system is expected to be a significant improvement over the old "Legacy IDIS" which was written in Dbase 3 and caused significant aggravation for those who had to use it.

Inclusionary Housing: Housing built or rehabilitated which is required by law (in Pleasanton's case a local ordinance) to be available at an affordable cost to very low, low and or moderate income persons. If a developer does not include this type of housing in their development, they have to pay an in-lieu fee.

Income Guidelines: This is used to meet one of the national objectives of the CDBG program. These guidelines are published in the spring of each year and adjust median income for the Oakland SMSA. It is based on the total number of persons and total income of the household. Income limits can be found in Appendix C.

K

KIIMBY: Keep it in my backyard.

L

LEP's (Limited English Proficient Persons): Persons who, as a result of national origin, do not speak English as their primary language and who have a limited ability to speak, read, write, or understand.

Low Income Housing Tax Credits (LIHTC): A way of obtaining financing to develop low-income housing. Government programs provide dollar-for-dollar credit toward taxes owed by the housing owner. These tax credits can be sold, or used to back up bonds that are sold, to obtain financing to develop the housing.

LULU: Locally unacceptable land uses.

M

Minority Business Enterprise/Women Business Enterprise (MBE/WBE): A For-Profit business which is certified by a government agency as being at least 51% owned by minority and/or women owners. CDBG and HOME subrecipients must generate a report detailing the number of MBE/WBE businesses that worked on their contracts in the previous fiscal year.

Mixed-Finance: Refers to the combination of public housing funds with other government and private funds to develop low-income and public.

Mixed-Income: Refers to a resident mix that includes families with various income levels within one development. Mixed-income developments combine public housing families with other residents in order to decrease the economic and social isolation of these families.

Mortgage Credit Certificate: Authorized by Section 25 of the IRS Code, permits the issuance of Mortgage Credit Certificates (MCC's) allowing the holder of an MCC to take a credit against their federal income tax liability each year. The effect is to directly reduce the monthly housing costs and increase the ability of a homebuyer to qualify for a mortgage loan. The MCC program in Pleasanton is administered by the Alameda County Housing and Community Development (HCD) office in Hayward.

MOU: Memorandum of Understanding

Multifamily Housing Program (MHP): A State of California financing program that provides low-interest loans to affordable housing developments, usually leveraging federal, local and private sources.

N

NAHA: National Affordable Housing Act

National Association of Housing and Redevelopment Officials (NAHRO): An organization which develops new techniques related to the finance, design, construction and management of housing. The NAHRO also plays a key role by consulting with Federal Agencies and the Congress on U.S. housing policy and was one of the key players in saving CDBG from elimination in 2005 and 2006.

National Environmental Policy Act (NEPA): This legislation establishes policy, sets goals and mandates protection the environment.

National Objectives of the CDBG Program: Every organization we fund must meet at least one of the three overriding national objectives of CDBG program which are, low and moderate income benefit, elimination of slum and blight and meeting urgent community needs. The third national objective, meeting urgent community needs, can only be used when a local, state or federal emergency or disaster has been declared.

NIMBY: Not in my backyard

NIMD: Not in my district.

NIMEY: Not in my election year.

NIMFYE: Not in my front yard either.

NIMTOO: Not in my term of office.

Notice of Funding Availability (NOFA): Announcement by public agency that funding is being made

available for a program. There is usually information on how to apply and the deadline.

Notice of Intent to Request to Release Funds (NOIRRF): After an ER is completed and a FONSI has been determined, this document is published in the newspaper for 14 days to request public comment on the project.

NOPE: Not on Planet Earth.

NORC: Naturally occurring retirement community. Primarily found in Florida, Arizona, and anywhere outside the San Francisco Bay Area.

NPP: Neighborhood Preservation Program. Most cities refer to this as Code Enforcement. In Pleasanton we do not enforce codes - we preserve neighborhoods.

O

Oakland SMSA: The Oakland Standard Metropolitan Statistical Area consists of Alameda and Contra Costa Counties. From this area, the Department of Labor derives median income statistics, which they pass onto HUD for our income guidelines. The Oakland SMSA was recently reorganized as the San Francisco / Oakland / Fremont MSA (Metropolitan Statistical Area).

Office of Management and Budget (OMB): An Executive Agency which assists the president in overseeing the preparation of the Federal budget and to supervise its administration in Executive Branch agencies. In addition, OMB oversees and coordinates the Administration's procurement, financial management, information and regulatory policies.

OMB Circular A-102: Official Office of Management and Budget (OMB) rule defining uniform administrative requirements for grants-in-aid to state and local governments.

Operating Subsidies: Operating subsidies are payments authorized by the U.S. Housing Act of 1937 for operating costs of low-rent public housing projects to assure the low-income character of the projects involved.

P

Performance Hearing: At the completion of each program year (June 30), all agencies are required to complete a CAPER. At the August HSC meeting, the agencies are required to attend a performance hearing, (also a public hearing) where they discuss their program accomplishments and how they spent the City's HHS funds in the previous fiscal year.

PIITBY: Put it in their backyard.

Prevailing Wage: In addition to the Davis-Bacon Wage Decision, California has adopted a State Prevailing Wage, which is required with any construction projects funded with State grant money. If there are both federal and state funds in a project, contractors using CDBG funds are required to pay the higher of the two wage decisions.

Program Execution: The processes necessary to carry out program objectives and provide information to monitor and manage program execution activities.

Program Income: This is income generated by the use of CDBG funds. For example, repayments from the owner rehabilitation program are an example of program income.

Project: A planned undertaking of something to be accomplished, produced, or constructed, having a finite beginning and finite end. Examples are a construction project or a research and development

project.

Proposal Hearing: After an agency submits an application for HHSG funding, it must attend a public hearing with the HSC to review their request and field individual questions from commissioners. After this hearing, the HSC makes funding recommendations to the City Council.

Public Housing Authority (PHA): A public agency created by a state or local government to finance or operate low-income housing. Pleasanton's PHA is one of the smallest in California and has only property, Kottinger Place (a 50-unit complex for very low income elderly). Section 8 rental subsidy vouchers for Pleasanton are administered by the Housing Authority of the County of Alameda (HACA).

R

Redevelopment: The California Community Redevelopment Act (CCRA) was enacted in 1945 to address urban decay, deteriorating housing standards and a lack of affordable housing. The CCRA, a complimentary program to federal initiatives, has enabled communities to apply for grants and loans from the federal government to purchase property and to ultimately funds redevelopment activities through tax increment financing. Recent amendments to the CCRA allow for the creation of affordable housing.

Redevelopment Agency (RDA): The public body created to designate redevelopment project areas, supervise and coordinate planning for a project area and implement the development program. Pleasanton does not have an RDA, although many of its neighbor cities do (e.g., Livermore, San Ramon).

Redevelopment Housing Set Aside Fund: Enacted in 1976 and made part of CCRA, all redevelopment agencies must deposit 20% of its tax increment revenue to Housing Funds. The funds must be used by the agency to increase, improve and preserve the supply of affordable housing for persons and families.

Redevelopment Project Area: A specific areas of the community that meets requirement for designation of a Redevelopment Project area consistent with California Community Development Law. A redevelopment project area is adopted by the City Council. Within this area the Redevelopment Agency will focus attention on improvements to alleviate conditions of blight that existed at the time the area was adopted. For example, in Livermore the redevelopment project area is 300 acres of the downtown.

Request for Proposals (RFP): This is a formal announcement inviting qualified persons to propose a particular service or project. The RFP will usually describe the issue involved, the general type of service sought, and the qualifications required of respondents.

Request for Qualifications (RFQ): A RFQ is an announcement to solicit qualifications from interested parties to provide specific services.

Request for Release of Funds (RROF): The ER is submitted to HUD along with the NOIRRF and the public notice to show there are no adverse impacts to the environment. If no public comments are received after an additional 7 days, funds can be released for use by the project.

S

Section 8: A federally funded effort program which assists low-income persons by paying a portion of their rent based on the amount of their income. There are two (2) principle types of Section 8 assistance.

Site Specific ("Project-Based") Certificate: The Landlord holds a Section 8 certificate for the rental unit and can rent to a qualified low-income person. The certificate stays with the unit when the tenant moves.

Voucher ("Tenant-Based" or Portable Certificate): The low-income person receives a certificate from the Housing Authority, which allows the person to choose their own housing. The certificate moves with the tenant.

Section 9 Operating Subsidies: Section 9(a) of the U.S. Housing Act of 1937 authorizes HUD to make annual contributions to Public Housing Authorities to pay for the operation of public housing rental units.

Section 108: Is an economic development loan guarantee program used to create jobs for persons of low and moderate income. The program is administered through HUD's CPD office. Typically, the primary source of repayment is from the business receiving the 108. CDBG funds are required as a secondary source of repayment for the loan.

Section 202: Is a HUD loans program specifically for the construction or rehabilitation of housing for the Elderly and Handicapped. Section 202 was authorized by the Housing Act of 1950.

Section 811: Section 811 is a housing assistance program for elderly and persons with disabilities.

SHPO: State Historic Preservation Office. All rehabilitation or construction projects must meet approval of this office before the Environmental Review (ER) is cleared and a RROF issued.

Single-Room Occupancy (SRO): The Section 221(d) program provides mortgage insurance for multifamily properties consisting of single-room occupancy (SRO) apartments. These apartments are intended for people usually a single person -- who have a source of income but are priced out of the rental apartment market.

Sub-recipient or Sub-grantee: Any agency or non-profit who has been awarded Housing and Human Service Grant funds.

Supportive Housing Program (SHP): A federal program, authorized by Title VI of the Stewart B. McKinney Homeless Assistance Act of 1987, that provides financial assistance toward the development and operating cost of transitional housing for the homeless and permanent housing for the homeless and disabled. Grants may only be used to provide long-term housing opportunities.

I

Target Area: Jurisdictions may name census tracts or block groups with fifty-one percent or more low and moderate income people as Target Areas. Public works such as street improvements, curbs, gutters, etc. can only be completed within a Target Area.

TANF: Temporary Assistance to Needy Families.

Tax Credit Allocation Committee (TCAC): Agency responsible for administering Low Income Housing Tax Credits (LIHTC) and state tax credit programs. <http://www.treasurer.ca.gov/CTCAC>

Technical Assistance (TA): Guidance and information that can range from the general (board-building, effective meetings) to the extremely technical (low-income tax credits for housing projects).

Three-Year Cycle: In previous years, Pleasanton awarded CDBG funds on three-year cycles. Because HUD does not know how Congress will fund the CDBG program from year to year, they no longer encourage this practice.

Title I of the Housing and Community Development Act of 1974 (CDBG): Title I of the Housing and Community Development Act of 1974, which authorized assistance to community by block grants in place of categorical grants.

Title I, National Housing Act of 1937: The original Title I statute provides FHA insurance for home improvements and mobile homes. This federal statute is the precursor to all of today's housing and community development programs.

U

UMP: Utility Maintenance Program

GRANT SEEKER'S CHECKLIST

1. Before starting the application process, be clear about what you want to accomplish.
2. Preview successful applications from grant seekers whose projects are similar to yours. You will not only get some good ideas, you will also improve your understanding of the competition.
3. Writing the proposal should take only 40% of your time. Try to get program officials to review a 3-5 page summary of your plan first, to make sure you are on the right track.
4. Some basic rules of proposal writing: take your time; don't ask for more than you need; never lie; never use an application twice; be upfront about asking for money; and get to the point. If in doubt, ask for clarification.
5. Do not overlook marketing. It should take at least 10% of your time. Make sure your organization will appeal to a potential funder, try to look professional, and involve key figures in your community if possible.
6. Good management is vital. Be prepared to demonstrate that you have the management skills and experience that can deliver success.
7. Always work to a timetable. Make sure you have the time to complete your application and meet the funder's deadline. If you do not have time to do it properly, do not compete for the grant.
8. Look for ways to collaborate with other agencies. Many funders particularly federal agencies, like applications where more than one organization is involved. If you submit a cooperative proposal, make sure that there is both a formal and informal relationship between grantees.
9. Don't just tell the funder about the extent of the problem you intend to solve; prove it with statistics, case studies, testimonials, and any other measurable data you can muster. Spend more time describing the solution rather than the problem.
10. When dealing with any funder, but especially federal agencies, remember to read the instructions before applying. It sounds simple, but federal competitions live by two rules: 1) The agency is always right; and 2) When in doubt, refer to rule 1.
11. Know your budget. It is probably the first thing a funder will look at in your proposal. It needs to be realistic and give credibility to your entire proposal. Present the budget separately from the rest of the application, make sure the figures are correct and accurately reflect your needs. Keep a record of how you calculated your costs.
12. A few other writing hints: 1) Avoid filling your proposal with jargon; 2) Begin each section with a strong, clear sentence; 3) Do not go overboard, but do try to make your proposal interesting to read; and 4) Check with the funding agency to see if there is a preferred format, typestyle, etc.
13. If your proposal does not win support, remain calm. Never berate funding officials or grant reviewers. Get more information. Ask whether it would be worth submitting a future application and go over your proposal with care to see if you can find places it might have been stronger.
14. The key to a strong proposal is proving the likelihood that it would achieve its goals. Result areas should be clearly determined, and measurement indicators should be outlined. It may not be easy to do, but the value of having clear performance standards cannot be overemphasized.
15. Remember value of simplicity. Do not waste words. Funding agencies are looking for a proposal that will succeed, so keep things clear, factual, supportable, and professional.
16. Do not give in to pressure to rush. A hurried proposal rarely wins. Keep a file with standard information regularly updated, like staff resumes and company statistical data, so you can concentrate on the specific information needed when its time to apply.
17. Proofread carefully! Make sure that all math figures are correct and all typos are removed.

CALENDAR OF CRITICAL DATES

FY 2010-11 Application Cycle	
Applications Due	Monday, February 1, 2010 @ 5:00 pm
Housing Commission review <i>(for projects recommended for HOME / LIHF funds)</i>	Thursday, February 18, 2010 @ 7:00 pm
Human Services Commission review <i>(all other projects; attendance is mandatory)</i>	Wednesday, March 3, 2010 @ 6:00 pm
City Council review of Commission Recommendations	First Council meeting in April @ 7:00 pm
Public Hearing at City Council for FY 2010-11 HUD Action Plan	Second Council meeting in April @ 7:00 pm

FY 2010-11 Subrecipient Submissions	
Beginning of Fiscal Year	July 1, 2010
All agencies should have at least one invoice submitted by this date or a letter explaining why no activity has occurred.	December 7, 2010
Mid-Term Report due	January 15, 2011
Human Services Commission review of mid-term project status	Wednesday, February 2, 2011 @7:00 pm
Semi Annual Labor Standards Report due for period from 10/1/10 to 3/31/11 <i>(only applies to capital projects with contract amounts exceeding \$2,000)</i>	April 15, 2011
2009 Equipment Report due	June 30, 2011
Monitoring Visits	June – August 2011
Last day to submit invoices for FY 2010 (unless an extension has been approved by Housing Division staff)	July 31, 2011
2010 CAPER (Consolidated Annual Performance and Evaluation Report) forms due	Mid-August 2011
2010 CAPER presentation at Human Services Commission meeting	Wednesday, September 7, 2011 @7:00 pm
Minority Business Enterprise and Women Business Enterprise Report (MBE/WBE) <i>Capital Projects Only</i>	October 15, 2011
Semi Annual Labor Standards Report due for period from 4/1/11 to 9/30/11 <i>(only applies to capital projects with contract amounts exceeding \$2,000)</i>	October 15, 2011