Appendix A: Local Housing Analysis
A. Local Housing Analysis

General Characteristics—Housing Needs

1. What is the total population of the community?
2. What are the income levels of the people?
3. What is the race/ethnicity breakdown?
4. What percentage of the population speak a first language other than English?
   a. What languages?
5. What percentage of the population are:
   a. Homeless
   b. Elderly
   c. Documented/Undocumented
   d. People with disabilities
   e. Large families
   f. Single parent households
   g. Farmworkers

General Characteristics—Market Trends of the Community

1. Types of Housing in the community:
   a. Total number of housing units
   b. Ratio of single family v. multi-family housing
   c. Ratio of rental units v. ownership units
   d. Size of units: What percentage of units are studio, one-, two-, three- or four-bedroom, or larger?
2. Rental Housing:
   a. What is the average rent?
   b. Are rents increasing or decreasing?
   c. Are landlords charging more for security deposits?
   d. Is there a high number of “absentee landlords”?
   e. Is there a high number of renters being evicted post-foreclosure?
3. Ownership Housing:
   a. What is the average sales price?
   b. Are sales prices increasing or decreasing?
   c. Are there a high number of foreclosures?
   d. Are homeowners able to obtain conventional prime mortgages—or are they forced to get non-traditional, “sub-prime” (i.e., higher interest rate and fees) loans?
   e. Is the jurisdiction participating in a Neighborhood Stabilization Program or other foreclosure-mitigating program?

4. Housing Affordability:
   a. How much housing is available for people earning:¹
      i. Less than 30% of area median income (AMI)?
      ii. Between 30 and 50% of AMI?
      iii. Between 50 and 80% of AMI?
      iv. Between 80 and 120% of AMI?
      v. Over 120% of AMI?
   b. Are households “cost burdened,” paying more than 30% of their income for housing costs and utilities?²

5. Housing Occupancy:
   a. Are households “over-crowded”?³
   b. What is the vacancy rate? ⁴ What is the “healthy” vacancy rate for that community?

6. Is gentrification an issue?
   a. Are higher income people moving into the neighborhood?
   b. Are lower income people being displaced?
   c. Are new homeowners purchasing rental units, resulting in the eviction of current renting residents?
   d. Are rental and housing prices increasing in a traditionally low-income neighborhood?

¹ See 12 U.S.C. §1701z-11 5(a) (defining when a unit is affordable); 42 U.S.C. §1437u (defining maximum rents as part of the incentives for participation); 24 C.F.R. 81.17 (defining moderate-income, low-income, very-low-income and especially-low-income).
² “Cost burden” is established when a family’s gross housing cost, including utilities exceeds 30% of their gross income. 42 U.S.C. §1437t(o); 24 C.F.R. 91.5.
³ “Over-crowding” occurs when a housing unit contains more than one person per room.” See also 24 C.F.R. 91.5, 791.402(b). In California, “overcrowding” means exceeding the standard referenced in Article 5 (commencing with Section 32) of Chapter 1 of Title 25 of the California Code of Regulations,” Cal. Health & Safety Code §33031; 25 C.C.R. §32.
⁴ Typically, a vacancy rate of 2–5% is a healthy vacancy rate. http://www.hcd.ca.gov/housing-policy-development/housing-resource-center/plan/he/humboldt_cou5rhna063012.pdf, attachment 2 of HCD Regional Housing Need Determination: Humbolt CAOG.
7. Is blight an issue?
   a. Are buildings becoming more rundown and/or vacant?
   b. Are there decreased banking services? Or increased payday loan businesses?
   c. Are there adequate schools, parks and services for the neighborhood?

General Characteristics—Housing Market

1. Who lives in the “housing”?
   a. Is it mostly occupied by owners? Or by renters?
   b. Is it mostly single family homes, or multi-family?
   c. In multi-family, are the units mostly apartments or are they condominiums and other housing types typically owned by the occupants?
   d. Are commercial buildings being used for housing purposes?
      i. Transient motels and hotels?
      ii. Abandoned warehouses?
      iii. Storefronts (because the vacancy rate for commercial rentals is too high?)
      iv. Legal live/work?

2. Are there adequate housing types?
   a. Are there enough single room occupancy (SROs) or studio apartments?
   b. Housing with three and four bedrooms?
   c. Senior housing?
   d. Supportive or transitional housing for:
      i. Homeless individuals and families?
      ii. People with disabilities?
      iii. Emancipating foster youth?
   e. Emergency shelters for:
      i. Families?
      ii. Single men and women?
      iii. Youth (either “runaway” youth or emancipating foster youth)?
      iv. Survivors of domestic violence situations? Are male children prohibited from staying at domestic violence shelters?
      v. Are conditions, such as religious participation, placed on residents staying in emergency shelters?
   f. Affordable housing near transit opportunities?
3. Are there programs to assist people returning to the community from:
   a. Prison?
   b. Mental and Physical Institutions?
   c. Foster care?

4. What is the age and condition of the housing?
   a. Is it old or new? If the housing was built before 1977, does the jurisdiction address applicable lead-based paint issues?
   b. Are there other health hazards in the existing housing, such as mold and mildew and other habitability issues?
   c. Are there adequate parking spaces for the residents?
   d. Is the housing safe from crime?

5. What about code enforcement?
   a. Is code enforcement effective?
   b. Do they respond timely, or at all, to tenant's complaints?
   c. Is code enforcement used to unnecessarily displace tenants?

6. Are there local policies impeding the development of affordable housing?
Appendix B: Sources of Housing Data and Analyses
The following is a list of sources to find housing data and analyses that help you understand the demand and supply for affordable housing in your community.

In the right column are one or more initials corresponding to the types of information that the source provides. The four initials, T, Q, C and P refer to the four categories of information in the section above.

- “T” is for Types of Housing
- “Q” is for Quality of Housing
- “C” is for Cost of Housing
- “P” is for People Who Live in the Community

**California Association of Realtors**  
Lobbying organization for realtors in California. The CAR frequently is cited in newspaper articles on housing trends in California. Occasionally, their website has relevant home ownership information regarding pricing, foreclosures and mortgage rates.

Website: [http://www.car.org/](http://www.car.org/)

**CoreLogic**  
CoreLogic is a private business that tracks housing prices and other data in California and is a frequent source for newspaper accounts of housing prices. CoreLogic publishes Configurable Real Estate Reports. Registration and purchase may be required to download the reports: [http://www.corelogic.com/about-us/research.aspx](http://www.corelogic.com/about-us/research.aspx).

Government Planning Documents

Much of the work of gathering and analyzing housing data may already have been done by your local government agency. Many government planning documents such as housing elements or consolidated plans analyze available housing and affordable housing needs. Existing planning documents are a good place to start your research. Use caution, however, as most government planning documents understate affordable housing needs.

In addition, local governments occasionally use studies to evaluate particular housing issues. Examples of city studies include Los Angeles’ Economic Study of the Rent Stabilization Ordinance¹ and its Study on Preservation in Transit-oriented Districts,² and San Diego’s Creating Affordable Housing Through Public Housing Conversion Report.³

Website: This type of report can usually be found on city or county websites under housing, building, community development or related department sections.

HUD’s American Housing Survey

Annual survey of U.S. housing, analysis is based on samples of metropolitan areas. The Survey provides a multitude of housing data by city and for all of U.S.

Website: http://www.huduser.org/portal/datasets/ahs.html

HUD’s Point In Time (PIT) Count of Homeless People

Local agencies receiving federal Continuum of Care funding conduct an annual count of unsheltered and sheltered homeless people every January. The methodology for collecting data has been criticized as flawed, but the “Point in Time” count remains one of the most often cited data source for issues impacting homeless people.

Website: https://www.hudexchange.info/manage-a-program/coc-homeless-populations-and-subpopulations-reports/

¹ Available at: https://economicrt.org/publication/economic-study-of-the-rent-stabilization-ordinance-rso-and-the-los-angeles-housing-market/.
³ Available at: http://www.sdhc.org/Affordable-Housing/Creating-Affordable-Housing/.
National Low-Income Housing Coalition’s *Out of Reach*  

Annual report calculates the Housing Wage on rental housing in every county and several hundred cities in the U.S. The Housing Wage is the amount of money a household must earn in order to afford a rental unit at a range of sizes (0, 1, 2, 3, and 4 bedrooms) at the area’s Fair Market Rent (FMR).

Website: [http://nlihc.org/oor](http://nlihc.org/oor)

National Low-Income Housing Coalition and Public & Affordable Housing Research Corporation’s *National Housing Preservation Database*  

Research Corporation’s National Housing Preservation Database and mapping tool incorporates data from multiple federal funding programs and allows advocates to search properties by location, source of funding, property owner, risk of loss, and other characteristics.

Website: [http://www.preservationdatabase.org/](http://www.preservationdatabase.org/)

PolicyLink.org’s *National Equity Atlas*  

National Equity Atlas is a comprehensive resource for data that can be used to track, measure, and make the case for inclusive growth in America. The Atlas includes data on demographic changes and racial and economic inclusion for: the largest 150 regions, all 50 states, the District of Columbia, and the United States as a whole.

Website: [http://nationalequityatlas.org/](http://nationalequityatlas.org/)

Real Answers  

Real Answers is a research organization and database publisher specializing in the multifamily housing market. The data is used to establish comparables when pricing or appraising a property. There is a charge for the data. Real Answers is often cited in California newspapers on rent trends, income from rental properties, etc. Their press releases and the data supporting it are available on their website.

Website: [http://www.realanswers.biz](http://www.realanswers.biz)
Rentometer

Input rental address, bedroom number and rent and site says how compares to rest of the neighborhood and provides satellite photos.

Website: http://www.rentometer.com/

U.S. Census Bureau

The U.S. Census is conducted every ten years and collects data on a multitude of topics. Housing data comprises a significant part of that data. There are shortcomings: Depending on what you are looking for, the data can be old (the last census was 2010) or the data can be difficult to find or not already analyzed. The bright side is that because this is a primary source of much housing data, much of the housing data you come across will be based on the Census data. So, you may be able to find a report which has already sifted through the Census for the data you are looking for. (See Chapter 5 for a guide to census mapping.)

Website: http://www.census.gov/housing/

Zillow

Input residential address and get estimated property value, square footage and satellite photo of the property.

Website: http://www.zillow.com/
Resources for Understanding Planning and Affordable Housing

- Center for Community Change
  - Support community organizations that seek to impact public policy.
  - Publications include *How and Why to Influence Public Policy—An Action Guide for Community Organizations*
  - [http://www.communitychange.org/](http://www.communitychange.org/)

- Clearinghouse Review
  - Anti-poverty publication with articles written by public interest advocates on topics including affordable housing
  - [http://povertylaw.org/content/clearinghouse-review](http://povertylaw.org/content/clearinghouse-review)

- Institute for the Study of Homelessness and Poverty
  - Quick Data Guide on finding statistics on various subjects, including housing
  - [http://www.weingart.org](http://www.weingart.org)

- Legal Aid Foundation of Los Angeles
  - Los Angeles Residents’ Guide to Development
  - [https://lafla.org/](https://lafla.org/)

- Los Angeles Alliance for a New Economy
  - *Community Benefit Agreements: Making Development Projects Accountable*:

- National Housing Law Project
  - Resource and support for advocates on federal housing and planning issues
  - [http://www.nhlp.org/](http://www.nhlp.org/)

- National Low-Income Housing Coalition
  - Provides education materials for advocates on affordable housing issues
  - Advocates’ Guide to Housing and Community Development Policy
    - [http://nlihc.org/library/guides](http://nlihc.org/library/guides)

- Policy Link
  - Policy papers on affordable housing strategies
  - [http://www.policylink.org/resources](http://www.policylink.org/resources)

- Solano Press
  - “Curtin’s California Land Use and Planning; Redevelopment in California” available for purchase at [http://www.solano.com](http://www.solano.com)
Appendix C: Conducting a “Power Analysis”
Advocates seeking to influence the planning process must understand the motivations and interests of decisionmakers and stakeholders. Power analysis involves examining the people involved in a process, what type of power they have, and mapping interrelationships and sources of influence. Often in government individuals with no official decisionmaking authority wield power from behind the scenes with financial or other leverage. Part of a power analysis involves identifying “targets” for advocacy and what power they have. To move the primary target, advocates must understand the target’s self-interests. Most importantly, we must understand our own power to affect the target. We can compel compliance with applicable laws but to be truly effective, we should also conduct a “power analysis” of the target’s other motivations. While this manual mainly focuses on legal compliance, it is important to conduct a power analysis to determine whether your goals can be achieved through a faster political process.

**Types of Power**

- **People**—multitudes wield power when they act in a coordinated way such as when voting or withdrawing cooperation in civil disobedience
- **Relational**—people who have access to and influence other people with power
- **Financial**—people who use money to influence decisions such as through political donations
- **Positional power**—people who wield power by virtue of their positions
  - Elected officials
  - Planning commission members
  - Agency directors

The power analysis should examine all decision-makers and major stakeholders. Stakeholders are people affected by or interested in the planning decisions. Interests can be financial, political and relational. For the most part, stakeholders are the same people who were consulted for

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1 There are many models for how to conduct a power analysis. The discussion here is a simplified version of one model. For a more comprehensive discussion of this and other models, see Power Tools’ *Stakeholder Power Analysis* by James Mayers, International Institute for Environment and Development, [http://www.policy-powertools.org/Tools/Understanding/docs/stakeholder_power_tool_english.pdf](http://www.policy-powertools.org/Tools/Understanding/docs/stakeholder_power_tool_english.pdf); or SCOPE LA at [http://scopela.org/](http://scopela.org/).
information about the need for affordable housing in the community. They are also people who may oppose affordable housing in the community. Opposition may be caused by ignorance caused by an irrational fear of low-income people in general or declining housing values. It may also be caused by racism, disguised by arguments of traffic concerns, overcrowding of schools and the like.

### Potential Supporters of Affordable Housing

- Current residents and people in need of affordable housing, including:
  - People with physical and/or mental disabilities
  - Tenants
  - Owner-occupants
  - Renters with income below 30% of median area income
  - Renters with income below 50% of median area income
  - Renters with income below 80% of median area income
  - People who are homeless
  - Farmworkers
- Community institutions whose membership need affordable housing
  - Churches
  - Schools
  - Unions
  - Community organizations
- Affordable housing developers and their investors
  - For profits
  - Non-profits
  - Shelters (domestic violence, homeless, etc.)
  - Transitional and shelter housing providers
- Affordable housing advocates
  - Tenant organizers
  - Legal services attorneys
- Investors in affordable housing

### Potential Opponents of Affordable Housing

- Current residents of market-rate housing, homeowners
- Developers of market rate housing
- Commercial developers of upper-income developments
- Environmental and slow-growth advocates opposed to additional developments or increased population
- Realtors
- Community institutions whose membership does not need affordable housing
  - Churches, private schools, country clubs, political clubs
By using the chart below, advocates can graph the applicable stakeholder power and the potential for sharing their self-interests or, if representing low-income people, the interests of their clients. When charting the stakeholders, advocates should determine their own power to influence decision-makers as well as their power to influence other stakeholders.

### Sample Stakeholder Power Analysis

<table>
<thead>
<tr>
<th>Most Powerful</th>
<th>Most Powerful</th>
</tr>
</thead>
<tbody>
<tr>
<td>Least Shared Interest</td>
<td>Most Shared Interest</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Moderate Power</th>
<th>Moderate Power</th>
<th>Moderate Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>Least Shared Interest</td>
<td>Moderate Shared Interest</td>
<td>Most Shared Interest</td>
</tr>
</tbody>
</table>

To better understand who can influence elected officials, consider the following factors:

- Where is their constituency?
- Who are their political bases?
- Who donates to their campaign?
- What constituted their winning election margin?
- When is their term over and what seat will they run for then?
- Could your constituency influence a future election?
- What will it take to get them to be your champion?

A power analysis helps provide an understanding of the self-interest of each stakeholder. It helps determine which stakeholders are potentially aligned with our self-interests or the interests of our clients. We can identify also which potential stakeholder has influence over a decision-maker.

After conducting the power analysis, advocates should ask, “Does our client or group have what it takes to move the target?” If not, there is a need for allies. However, even if the power exists to move the target, it may still be essential to incorporate allies into the advocacy process, especially if there is strong opposition to affordable housing. Allies can be determined by asking:

- What organizations share your mission, or the interests of your clients?
- What organizations will help because of your relationship with them?
- What individuals/organizations with power do you have a relationship with?
The answers to these questions are the organizations we should consider for allies. Prioritize the list and conduct research and meet with representatives from each of the organizations to find out where they are on the Power Analysis chart and whether the organization is a potential partner in the advocacy effort.

While allies bring resources and influence, they can also limit control. Allies will expect to have some ownership of the campaign. The more allies enlisted, the less control the originating advocate may have. Keep this in mind by bringing in only allies who offer real value to the campaign or who will help establish an administrative record if litigation is anticipated.
Appendix D: Tips for Conducting Private Meetings with Decision-Makers
Private meetings are meetings where you and your allies meet with a decision-maker without others being present.

- **Purpose of your meeting**
  
  - Gather information from target, including:
    - Facts, documents
    - Target’s position on issue
    - Other decision-maker’s positions on issue
  
  - Influence target to support your position by giving information that:
    - Explains strengths of your position
    - Explains weaknesses of your opponent’s position
    - Explains why your position is good for the community and/or specific groups that you represent

- **Whom to meet with**

  - Someone who can help get you what you want
    - Legislator or her staff person?
      - Insist on meeting with legislator unless the aide or staffer can help you get what you want, but be respectful of the knowledge and influence staff people have. Developing positive working relationships with staff people is a critical way to develop your influence.
      - You may have to or want to meet with the staff person if the staff person knows more about the issue than the legislator and she has demonstrated influence with the legislator.
• Getting the meeting
  o Direct ask:
    - You, your organization or an ally directly contacts the target.
    - If the target is an elected official or an executive type, you probably will have to go through a staff person. Ask the highest ranking staff person whom you have a relationship with. This is usually more effective than making a general request to the office.
    - Whether you get the meeting usually depends on your credentials with the target. Know your target. Whom does she respect? Who can influence her? What does she care about? Frame your meeting request around these answers to enhance your chances of getting the meeting.
    - If you do not have sufficient influence over the target, the direct ask may not be effective.
  o Broker ask:
    - Use your power analysis and stakeholder list to identify a broker. A broker is someone you know who also knows the target and can use her influence on your behalf to broker a meeting. Part of preparation for meeting with a target should include identifying other targets that this target could broker a meeting with. When you meet with a target, ask if she would help you set up a meeting with another target.
  o The contacts you make in trying to get a meeting can help you later on. Be polite and respectful in your interactions. The person who is unhelpful this time around might be critical to you next time you are trying to influence a decision-maker.
• Preparing for the Meeting
  o Goal: Make the meeting “your meeting.” Your agenda, your location, the people you want at the table. Consider holding the meeting in at a location in the community that will help the decision-maker understand your concerns. For example, if you are concerned about dilapidated conditions in subsidized housing, ask the decision-maker to meet with you in the community room of a housing development that needs repair.
  o Plan an agenda that you will propose at the meeting.
A good agenda is simple—four or five points with an assigned time for each section. The following is a list of possible agenda items:

- **Introductions.** Let the target know what institution or constituency you represent. Frame it in a way that highlights your leverage with the target. For example, mention that you’re a constituent or that you are a member of an organization that is in the district or that you know someone who influences the target.

- **Frame**
  - Someone from your team frames the purpose of the meeting—why you are here

- **Ask for what you want from the target**
  - The “Ask” adds tension and purpose to a meeting.
    - The Ask could be for:
      - Target’s action/support on an issue
      - Access to a document or information
      - Target’s agreement to another meeting
      - Target’s agreement to broker a meeting with a different target
  - Be prepared to educate. The target may not know what he or she needs to know about the issue to get you what you want.
  - Be prepared to negotiate. You don’t often get everything you want but you can almost always get some of what you want.

- **Next steps**
  - What else needs to happen to get the target to do what you want the target to do? This could be summarizing what everyone at the meeting agreed to do. Make sure you agree on who will do what, deadlines, and how the information will be shared. If you want another meeting with the target, schedule it during “Next Steps.”
Choose who will attend for you

Choose based on:

- Ability to influence the target
  - People directly affected by the issue are often effective communicators, although that does not mean they necessarily will influence the target.
  - Familiarity with topic and persuasive when talking about it
  - Skills you want to develop in your organization

If the target is resistant to having everyone you want to attend, gently remind her of who you are and what leverage you bring. Remind her that you build leadership through experience at meetings like these; you represent a diverse group of people and you want the group to reflect that.

Assign meeting responsibilities

- Facilitator
  - Proposes agenda at the meeting
  - Frames your side of the issue
  - Ensures all agenda topics are covered
  - Ensures people assigned to speak get to speak
  - Keeps the meeting on topic

- Notetaker
  - Important but often overlooked. Document what happened as it’s easily forgotten. Notes should be typed up and circulated within a few days of the meeting.

- Speakers on each agenda item or issue
  - Choose according to:
    - Ability to influence the target
• Familiarity with topic and persuasive when talking about it
• Skills you want to develop in your organization.

• At the meeting:
  
  o Initiate the discussion
    
    – Your facilitator should initiate the introductions, frame why you are there and then propose the agenda. This will help make it your meeting. Usually the party that takes the lead at the meeting in proposing an agenda gets the agenda adopted, with perhaps a few additions from the other party.
    
    – If the target is particularly assertive with her agenda, offer a compromise that addresses the target’s concerns but also meets your needs.

  o Stay on topic
    
    – Don’t raise extraneous or personal issues. Stick to the agenda. A little getting-to-know-you at the beginning is good but once you get to the agenda items, stick to them.

  o Tone
    
    – Always be respectful, whether meeting with friend or foe. Your style should reflect your values. Disrespect can come back to bite you when trying to work with other people.
    
    – Always insist on being treated with respect.
    
    – Don’t defer just because the target is in a position of authority. Respect does not mean deference. This may mean saying the difficult thing when it needs to be said.

  o Listen
    
    – If you are meeting to get information or to find out the position of the target, listen when the target is doing what you came for:
      
      ■ Speaking from the heart
      ■ Explaining relevant information
      ■ Explaining his or her position
It is tempting to offer a favorite story or joke or make a withering critique but don’t do so if it means you are interrupting the target from talking about what you need to hear.

You don’t have to just listen when others are talking off topic. Politely interrupt and bring them back on topic.

- Speak in order to:
  - Ask for what you want
  - Put target back on topic

- Targets, especially politicians, will talk about everything. If you are running out of time and have not addressed key points, politely interrupt and bring them back on topic.

- Convey your position
- Clarify your position
- Share relevant information
- Establish trust

**Immediately after the meeting**

- Debrief: Once you are out of seeing and hearing distance from the other side, gather your team together and evaluate the meeting.
  - Acknowledge the good work of your colleagues.
  - Point out areas to improve without unnecessary negativity.
  - Evaluate whether the goals of the meeting were achieved.
  - Identify next steps, who is going to do them and by when.

**Follow up with the decision-maker and her staff**

- Within a day or two of your meeting, follow up with an email thanking the decision-maker for the meeting. Make sure to thank staff members or others you met with or who helped you set up the meeting.
- Keep your message brief: a few sentences regarding your discussion and identifying any action items you discussed. Thank the target in advance for completing any action items discussed at the meeting.
- The goal of your message is to keep lines of communication open.
Following up with a thank you and action items will make a friendly decision-maker more likely to take action to support your position. It may also make her think of you when this issue comes up again, and encourage her to contact you when other related issues impacting your community arise.

If the decision-maker did not seem supportive of your position during the meeting, a thank you will demonstrate your professionalism and can serve as a way to give you an opportunity to identify points of agreement. It also leaves the door open for future conversations when other issues arise where you may have more common ground.
Appendix E: Sample Community Benefits Agreement
Plaza Pacoima Project
Community Benefits Agreement

Section I. Purpose

The purpose of the Community Benefits Agreement for the Project is to provide for a concerted and coordinated effort by the City, the CRA/LA, and Developer to maximize the benefits of the Project to the members of the surrounding community. It shall also serve to maximize community involvement in the planning, development, and use of area resources to ensure that local and low-income individuals residing in the surrounding community benefit from the Project. For these reasons, and in consideration of mutual promises, undertakings, and covenants, the adequacy of which the Coalition and Developer hereby acknowledge, the Coalition and Developer, on behalf of themselves and their respective successors, partners, and assigns, agree to the terms set forth in this Community Benefits Agreement.

Section II. Definitions

As used in this Community Benefits Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and the plural form.

“CRA/LA” shall mean the Community Redevelopment Agency of the City of Los Angeles.

“City” shall mean the City of Los Angeles.

“Coalition” shall mean the Pacoima Community Benefits Agreement Partners, as represented by Neighborhood Legal Services.

“Community Area Resident” is defined in the Policy.

“Developer” shall mean Plaza Pacoima LLC, a Delaware limited liability company.

“Disadvantaged Worker” is defined in the Policy.

“Jobs Coordinator” is defined in the Policy.

“Local Residents” is defined in the Policy.

“Owner Participation Agreement” shall mean that certain Owner Participation Agreement to be entered into by CRA/LA and Developer, dated as of June __, 2008.
“Policy” shall mean the Full Local Hire Program, attached hereto as Attachment A.

“Project” shall mean the development of the Property as contemplated in the Owner Participation Agreement.

“Project Area” shall mean the Earthquake Disaster Assistance Project for Portions of Council District 7 Redevelopment Project Area.

“Property” shall mean the approximately 17.55 acre parcel of real property located at Paxton and Sutter Streets in the City of Los Angeles and more particularly described in the Owner Participation Agreement.

“Qualified Recruitment Organization” is defined in the Policy.

“Tenant” shall mean any entity that enters into a lease agreement or similar agreement for use of space within the Project.

Section III. Full Local Hire Program

A. Compliance with Policy. Developer agrees to comply with the provisions of the Policy.

B. Additional Responsibilities of the Jobs Coordinator. In addition to the responsibilities of the Jobs Coordinator set forth in the Policy, Developer agrees to include as part of the Jobs Coordinator’s job responsibilities the following:

1. Additional outreach for Construction Jobs. The Jobs Coordinator shall provide services in support of the Developer’s local hire requirements for construction jobs (Section 1 of the Policy) as follows:

   • No less than 30 days before construction begins, provide information about available job opportunities to the following listed referral sources (each a “Participating Referral Source”):
     o Chrysalis
     o Communities in Schools
     o Northeast San Fernando Valley Worksource Center
     o National Association for the Advancement of Colored People – San Fernando Valley Branch
   • If such jobs require union membership, provide notice as soon as reasonably possible to the Participating Referral Sources listed above about the requirements and process for entry into approved apprenticeship programs
   • Facilitate relationships among Participating Referral Sources and contractors on the project to enable prompt referrals
2. **Additional outreach for Permanent Jobs.** The Jobs Coordinator or Qualified Recruitment Organization, whichever is applicable, shall provide services in support of the Tenant’s local hire requirements for permanent jobs (Section 2 of the Policy) as follows:

- Provide information about available job opportunities to the Participating Referral Sources as soon as such job opportunities become known to the Jobs Coordinator or Qualified Recruitment Organization and as early in the preferential notification period for the open job as possible
- Facilitate relationships among Participating Referral Sources and employers to enable prompt referrals

C. **Coalition Responsibilities.** Coalition Representatives will coordinate with employers and Participating Referral Sources to refer Community Area Residents, Local Residents and Disadvantaged Workers (collectively, “Qualified Employees”) to the Jobs Coordinator or Qualified Recruitment Organization, whichever is applicable. Participating Referral Sources will use commercially reasonable efforts to refer Qualified Employees to the Jobs Coordinator or Qualified Recruitment Organization. If a Participating Referral Source fails to refer Qualified Employees to the Jobs Coordinator or Qualified Recruitment Organization, Developer, Jobs Coordinator or Qualified Recruitment Organization shall contact the Coalition and that Participating Referral Source in order to confirm that no such referrals were made. If a Participating Referral Source fails to provide any referrals on three (3) consecutive occasions at no time extending beyond five (5) business days, the Developer, its general contractor and any employers at the Project site shall have no further responsibility to contact that Participating Referral Source with regard to job opportunities.

Section IV. Living Wage Policy

A. **Developer Responsibilities Regarding Living Wages.**

1. **Compliance with Living Wage Ordinance.** Developer and its general contractor shall comply with the provisions of the City’s Living Wage Ordinance, set forth in the Los Angeles Administrative Code, Section 10.37, to the extent such ordinance is applicable. Developer shall use commercially reasonable efforts to persuade Tenants to comply with the Living Wage Ordinance.

2. **Seventy-five Percent Living Wage Goal.** Developer shall use its commercially reasonable efforts to maximize the number of living wage jobs in the Project. Developer and the Coalition agree to a goal of maintaining at least 75 percent of the jobs in the Project as living wage jobs (the “Living Wage Goal”). Developer and the Coalition agree that this is a reasonable requirement in light of
all the circumstances. Achievement of the Living Wage Goal shall be measured each year on January 1, commencing on the first January 1 after the Project is operational, and shall be reported annually, as described below in Section IV.A.5. In the event that actual performance is less than 75 percent of the Living Wage Goal for two consecutive years, Developer shall promptly meet and confer with the Coalition to determine mutually agreeable steps which can and will be taken to meet the Living Wage Goal. Whether or not the Living Wage Goal is being met at each annual measurement, Developer shall be considered to be in compliance with this Section IV.A.2 if it is in compliance with Sections IV.A.5 and IV.A.6 below. Moreover, Developer’s failure to meet the Living Wage Goal shall not be a breach or default under this Agreement or the Owners Participation Agreement.

3. **Exemption for Small Businesses.** Developer’s responsibilities as set forth in Section IV.A.2 above shall not apply to jobs at businesses that occupy less than 5,000 square feet of space within the Project.

4. **Calculation of Proportion of Living Wage Jobs.** For purposes of determining the percentage of living wage jobs in the Project, the following jobs shall be considered living wage jobs:

   ▪ Jobs covered by the City’s Living Wage Ordinance;

   ▪ Jobs for which the employee is paid on a salaried basis of at least $19,673.60 per year if the employee is provided with employer-sponsored health-insurance, or $22,796.80 per year otherwise (these amounts will be adjusted in concert with cost-of-living adjustments to wages required under the City’s Living Wage Ordinance);

   ▪ Jobs for which the employee is paid at least $9.71 per hour if the worker is provided with employer-sponsored health insurance, or $10.96 per hour otherwise (these amounts will be adjusted in concert with cost-of-living adjustments to wages required under the City’s Living Wage Ordinance); and

   ▪ Jobs covered by a Collective Bargaining Agreement.

The percentage of living wage jobs in the Project will be calculated as the number of on-site jobs falling into any of the above four categories, divided by the total number of on-site jobs. No part of this calculation shall take into account jobs covered by the exemption for small businesses, described in Section IV.A.3 above. The resulting number will be compared to the Living Wage Goal to determine whether the Living Wage Goal has been met.

5. **Reporting Requirements.** Developer will use commercially reasonable efforts to attempt to gather the information required and to provide an
annual report to the CRA/LA on the percentage of jobs in the Project that are living wage jobs. Such report will be in form and substance as reasonably acceptable to the CRA/LA. If the report indicates that the Living Wage Goal is not being met, Developer will include as part of the report an explanation as to why that is the case. In compiling this report, Developer shall be entitled to rely on information provided by Tenants and its general contractor, without responsibility to perform independent investigation. This report shall be filed for any given year or partial year by April 30th of the succeeding year.

Developer will provide copies of such annual report to the Coalition.

6. Selection of Tenants. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section IV.A.6 shall not apply to Costco, Best Buy, any brand name bank, any Tenant occupying less than 5,000 square feet, or other party approved by CRA/LA as set forth in the Owner Participation Agreement. With respect to any other prospective Tenants, the following shall apply:

   a. Developer Notifies Coalition Before Selecting Tenants. At least 45 days prior to executing any lease agreement or other contract for space within the Project, Developer shall notify the Coalition of the identity of the prospective Tenant, and shall, at the Coalition’s request, meet with the Coalition regarding the prospective Tenant’s impact, if any, on the Living Wage Goal. If exigent circumstances so require, notice may be given less than 45 days prior to signing such a lease agreement or other contract; however, in such cases Developer shall at the earliest possible date give the Coalition notice of the identity of the prospective Tenant and, at the Coalition’s request, meet with such Tenant on the earliest possible date and shall in any event occur prior to the signing of the lease agreement or other contract for space within the Project.

   b. Coalition Meeting with Prospective Tenants. At least 30 days before signing a lease agreement or other contract for space within the Project, Developer will arrange and attend a meeting between the Coalition and the prospective Tenant or Tenant’s representative, if the Coalition so requests. At such a meeting, the Coalition and Developer will discuss with the prospective Tenant the Living Wage Goal and Developer will assist the Coalition in encouraging participation in this program. If exigent circumstances so require, such a meeting may occur less than 30 days prior to the signing of a lease agreement; however, in such cases the meeting shall be scheduled to occur on the earliest possible dates and shall in any event occur prior to the signing of the lease agreement or other contract for space.

   c. Consideration of Impact on Living Wage Goal. When choosing between prospective Tenants for a particular space within the Project,
Developer will, within commercially reasonable limits, take into account as a substantial factor each prospective Tenant’s impact on achievement of the Living Wage Goal.

d. **Tenants Agree to Reporting Requirements.** Tenants are not required to participate in the Living Wage program. However, all Tenants shall make annual reports as set forth in Section IV.B.1 below. Developer will use commercially reasonable efforts to include these reporting requirements as a material term of all lease agreements or other contracts for space within the Project.

**B. Tenants’ Reporting Requirements.**

1. **Annual Report.** Developer shall use commercially reasonable efforts to have each Tenant report to Developer its number of on-site jobs, the percentage of these jobs that are living wage jobs, and the percentage of these jobs for which employees are provided with health insurance by the Tenant in form and substance as set forth in the Owner Participation Agreement. Tenants need not include precise salaries in such reports; rather, with regard to wages, Tenants need only include the number of jobs and the percentage of these jobs that are living wage jobs, as defined in Section IV.A.4 above. Such reports shall be filed for any given year or partial year by April 30 of the succeeding year and shall use January 1 as the date for determining the number of jobs and percentage that are living wage jobs.

2. **Term.** All provisions and requirements of this Section shall terminate and become ineffective for each Tenant five years from the date of that Tenant’s first annual report submitted pursuant to Section IV.B.1 above.

**Section V. Security**

**A. Security during construction of the Project.** Developer agrees that it will require that the site be secured during construction. Developer shall provide and maintain, or cause to be provided or maintained, a security management trailer on the Project site during the duration of construction and ensure that it is adequately staffed at all times to maintain the safety and security of the Project site during construction.

**B. Security during the post-construction operations of the Project.** Developer agrees that it will provide or request that Tenants provide adequate on-going private security for the Project site once the Project is constructed and open to the public. This security system shall include the following measures.

1. **On-Site Security Staffing.** Once the Project is constructed and open to the public, Developer shall use commercially reasonable efforts to
provide, or cause to be provided, on-site, unarmed security guards at all times during the Developer's regular business hours. Regular business hours shall be measured from the earliest time that any one of the Tenants is open until the latest time that any one of the Tenants closes. At all other times, Developer shall maintain or cause to be maintained, within commercially reasonable limits, an adequate private security system to ensure the safety and security of the Project site, including without limitation, the provision of security cameras throughout the Project site.

2. **Coordination with Lowe's Home Improvement.** Developer agrees that it shall use its commercially reasonable efforts to coordinate its security system and security policies and procedures with adjacent property owner, Lowe's Home Improvement, to ensure the adequate safety and security of the Project site.

3. **Coordination with the community.** Developer agrees that it shall establish and make available a security policy that includes a communication mechanism for community members to raise security-related concerns with the management of the Project. This policy shall include the designation of a contact person for security-related issues.

4. **No Security Bars or Fences.** Other than as specified on Exhibit B, Developer agrees to use commercially reasonable efforts to prohibit Tenants from placing security bars on the exterior portion of its windows, excluding operable roll down gates and security screens for non-business hours. In order to accomplish this, Developer agrees to use commercially reasonable efforts to include such a restriction as a material term of all lease agreements or other contracts for space within the Project.

Section VI. Business Improvement District

Developer agrees that it shall support any reasonable attempt to develop a Business Improvement District in Pacoima that includes the Project within its boundaries. This means that Developer shall vote in favor of adoption of a commercially reasonable Business Improvement District, similar to those in like-kind communities, in any vote held for that purpose.

Section VII. Cultural Arts Fund

A. **Establishment of a local cultural arts fund.** Prior to the construction of any buildings on Property and after CRA/LA funding has been received and building permits have been issued (excluding any demolition, grading and environmental remediation activities), Developer shall provide to CRA/LA $300,000 to be deposited into a CRA Cultural Trust Fund for the benefit of the Pacoima Community. It is the intention of the Parties that (1) CRA/LA provide the Coalition with the proposed criteria for such Cultural Trust Fund to ensure that the intended goals of the Coalition cultural
arts projects are consistent with such proposed Cultural Trust Fund criteria, and (2) CRA/LA establish a process to receive Coalition input regarding the particular cultural arts project or projects to be funded. Notwithstanding the foregoing, Developer’s obligations with respect to this Section VII.A. shall be met by payment of such $300,000 to the CRA/LA, and Developer shall have no further obligations under this Section VII.A.

B. **Public art fund.** Developer shall comply with the CRA/LA’s Art Policy and satisfy Owner's Public Art Policy Obligation as set forth in the Owner Participation Agreement.

Section VIII. Environmental Mitigations

A. **Leadership in Energy and Environmental Design (LEED) Silver Level Certification.** Developer agrees that the Project will be designed and constructed with the intent to meet the certification criteria at the Silver level under the LEED Green Building Rating System established by the U.S. Green Building Council or consistent with a comparable certification process acceptable to the CRA/LA.

B. **Independent third party monitoring.** Developer agrees to retain an independent third party consultant to monitor the Project site and Project for environmental issues. Developer agrees to provide the contact information for such consultant to the CRA/LA so that the CRA/LA can raise questions related to environmental issues and remediation of the Project site directly with the consultant; provided, however, that Developer shall have approval rights over any work conducted by the consultant.

C. **On Site walking path.** Developer agrees to create or to ensure the creation of a lighted walking path from the parking lot to each Tenant that occupies more than 40,000 square feet on the Project site.

D. **No idling on Site or on adjacent roads.** Developer agrees to prohibit trucks that are serving the Project from idling on the Project and on the roads adjacent to the Project site, including Paxton Street, Bradley Avenue, Sutter Avenue, and Louvre Street. Developer shall post no idling zone signs throughout the Project site and along the perimeter of the Project site adjacent to the aforementioned public roads to prevent truck idling. Developer agrees to use commercially reasonable efforts to enforce these idling prohibitions and to direct idling trucks to turn off their engines promptly.

E. **Preference for low-emission contractors.** Developer agrees to give special consideration, during the process of selecting a general contractor for the construction of the Project, to those contractors who employ low emissions equipment and vehicles and who use particulate traps on their equipment and vehicles. Developer agrees to state this preference, provided it is commercially reasonable, in any document that it creates for the purpose of soliciting a bid from a general contractor for construction of the Developer.
F. **No heavy maintenance of construction equipment on Project site.** Developer agrees to prohibit the heavy maintenance of construction equipment on the Project site. Heavy maintenance shall be defined to include any maintenance beyond the regular daily maintenance that would be necessary for the equipment to function in the normal course of construction. Developer agrees to use commercially reasonable efforts to include this prohibition as a condition in all of its contracts with all of the construction contractors and subcontractors who will be working on the Site.

G. **Mitigated Negative Declaration.** Notwithstanding the foregoing, to the extent the terms of this Section VIII. are inconsistent with the requirements set forth in Developer’s entitlements and mitigations for the Project pursuant to the mitigated negative declaration for the Project, the terms set forth in the mitigated negative declaration shall control.

Section IX. **Prohibition on Check Cashing Businesses and Payday Lenders**

A. **Prohibition on Check Cashing Businesses and Payday Lenders.** Developer agrees that no business which engages in check cashing or payday lending (also known as a deferred deposit transaction) as a primary activity shall become a Tenant at the Project. This prohibition shall include any business that offers, originates, or makes a deferred deposit transaction, who arranges a deferred deposit transaction for a deferred deposit originator, who acts as an agent for a deferred deposit originator, or who assists a deferred deposit originator in the origination of a deferred deposit transaction. This prohibition shall not preclude traditional banking institutions and/or credit unions that are insured by the FDIC from becoming a Tenant in the Project.

B. **Developer to Market Site to Traditional Banking Institutions and/or Credit Unions.** Developer agrees that it shall use commercially reasonable efforts to market space in the Project to traditional banking institutions and/or credit unions in an effort to attract such banks or credit unions to become a Tenant at the Project.

Section X. Community Oversight Committee

A. **Upon execution of this Agreement, a Community Oversight Committee (the “Committee”) will be formed and comprised of designated representatives from the CRA/LA and the Coalition. If requested by the Committee, Developer shall meet with the Committee on a quarterly basis. At such meetings, all parties will engage in a cooperative effort to develop strategies for successful implementation of the provisions of this Agreement. Upon request by the CRA/LA or the Committee, Developer shall provide to the requesting party access to Project site, during normal business hours, to enable the requesting party to monitor implementation of the Agreement. Developer shall provide sufficient information to the Committee to enable it to monitor implementation of all sections of this Agreement.**
IN WITNESS WHEREOF, the parties hereto caused this Community Benefits Agreement to be duly executed by their respective officers.

Dated: ______________________

Plaza Pacoima LLC
By:

Dated: 7/1/08

Pacoima Community Benefits Agreement Partners
By: Josh Stehlik

By: Leroy Cotter
FULL LOCAL HIRE PROGRAM

Attachment "A"

Section 1: Construction Jobs Local Hire Program

Utilization of Project Area Residents: Construction Jobs Local Hire Program

One of the purposes of this Agreement and the assistance provided by CRA/LA is to provide employment opportunities for the local population.

The Developer agrees to implement and to require all its contractors to implement, for the duration of construction on the project, a Local Hire Program as defined below:

A. LOCAL HIRING REQUIREMENTS

1. The following percentages shall be achieved for the project:

   a. 30% of all construction work hours shall be performed by:

      i. Community Area Residents, which means individuals who whose primary place of residence is within the City of Los Angeles and within three miles of the Project Area’s border; or

      ii. Local Residents, which means individuals whose primary place of residence is within the City of Los Angeles and is within a zip code containing at least part of one census tract with a rate of unemployment in excess of 150% of the Los Angeles County unemployment rate, as reported by the State of California Employment Development Department.

      iii. Priority shall be given to Community Area Residents. The zip codes in which a Community Area Resident and Local Resident may live shall be provided by the Community Redevelopment Agency of the City of Los Angeles (CRA/LA).

   b. 10% of all construction work hours shall be performed by Disadvantaged Workers. The Disadvantaged Worker hours may count towards the 30% Community Area and Local Resident requirement, and/or the 50% Community Area and Local Resident Apprentice requirement. A Disadvantaged Worker means an individual whose primary place of residence is within the City of Los Angeles, and who, prior to commencing work on the project either:

      i. Has a household income of less than 50% of the Area Median Income (AMI), or

      ii. Faces at least one of the following barriers to employment: being homeless; being a custodial single parent; receiving public assistance; lacking a GED or high school diploma; having a criminal record or other involvement with the criminal justice system; or suffering from chronic unemployment.
c. A minimum of 50% of all hours worked by construction Apprentices shall be performed by Community Area Residents and Local Residents. Priority shall be given to Community Area Residents. An Apprentice means any worker indentured in a bona fide construction apprenticeship program registered and approved by the State of California, Division of Apprenticeship Standards.

2. The status of a Disadvantaged Worker shall be certified by a Jobs Coordinator, described in Section B. 5.

3. The construction employer retains authority in making individual hiring decisions.

4. Hours worked by permanent residents of states other than California do not count towards total work hours when calculating the Local Hire Requirements.

B. REQUIREMENTS

1. Local Hire Schedule. The Developer shall develop a Local Hire Schedule that establishes the hiring process and approximate timetable to be followed by the Developer and all contractors for construction hiring to achieve the overall requirements of the Local Hire Program. The Local Hire Schedule shall provide the basis for the CRA/LA's monitoring of the project and for the Jobs Coordinator's preparation of local worker candidates. The Local Hire Schedule must be submitted to the CRA/LA Compliance Supervisor no less than thirty (30) days before construction begins, and shall be approved or disapproved by the CRA/LA Chief Executive Officer (CEO) or designee within two weeks of submittal by the Developer. The Developer shall not start construction without an approved Local Hire Schedule.

2. Local Hire Orientation. Before construction begins, the Developer shall contact the CRA/LA to schedule a Local Hire Orientation with its contractors. The purpose of this orientation is to help all contractors on the project understand the Local Hire Program, Local Hire Requirements, reporting requirements, role of the Jobs Coordinator, and answer questions. The Local Hire Orientation may take place concurrently with the pre-construction meeting, if applicable. To arrange for the Local Hire Orientation, the Developer shall contact: Jim Larkin, Compliance Supervisor, CRA/LA, 354 S. Spring Street, Suite 600, Los Angeles, CA 90013, (213) 977-1600 or jlarkin@cra.lacity.org.

3. Maximizing Apprentices. The Developer's contractors shall use the maximum number of Apprentices allowed by law.

4. Coordination with unions (if applicable). The Developer's contractors that have an agreement with a construction union shall use the following procedures and shall inform each relevant union of these requirements:

a. The Developer's contractors shall give priority to Local Residents, Community Residents, and Disadvantaged Workers and shall promptly notify the CRA/LA Compliance Supervisor of any union that fails or refuses to refer Local Residents, Community Residents, and Disadvantaged Workers for jobs on projects receiving CRA/LA financial assistance.

b. The Developer's contractors shall sponsor any qualified entry-level Disadvantaged Worker as a first period apprentice and shall indicate this by
sending a letter or form, as appropriate, to the relevant union or apprenticeship program expressing a commitment to sponsor the Disadvantaged Worker in question (e.g. hiring the individual to enable his/her entry into an apprenticeship program).

c. The Developer’s contractors shall use a Craft Request Form provided by the CRA/LA, a document through which contractors shall request workers from unions. The Developer’s contractors shall send copies of all Craft Request Forms to the Jobs Coordinator at the same time as they are submitted to the unions. All copies of all Craft Request Forms submitted and/or received, including transmission verification documents that are date/time imprinted or a log of related faxes sent and received regarding Local Hire Requirements shall be maintained and submitted to the CRA/LA when requested.

5. Jobs Coordinator. The Developer shall hire a Jobs Coordinator from the CRA/LA list of pre-qualified firms in order to meet the requirements of the Local Hire Program. A Jobs Coordinator means an independent third-party entity with whom the Developer’s contractors work to facilitate implementation of the Local Hire Requirements. Notwithstanding the availability of the Jobs Coordinator to assist, the Developer is solely responsible for achieving the Local Hire Requirements.

a. Each of the Developer’s contractors shall use a Craft Request Form provided by the CRA/LA, a document through which contractors shall request workers from the Jobs Coordinator.

b. The Jobs Coordinator shall provide services in support of the Developer’s Local Hire Requirements including:

   i. establish a point of contact to provide information about available job opportunities;
   ii. certify the status of Disadvantaged Workers;
   iii. reach out to targeted populations;
   iv. conduct or coordinate programs to prepare interested residents to enter construction jobs;
   v. develop and maintain an up-to-date list of qualified City residents;
   vi. facilitate relationships among approved apprenticeship programs and contractors to enable prompt referrals;
   vii. educate contractors regarding tax deductions, tax credits and other benefits for which they may be eligible based on their implementation of the Local Hire Requirements; and
   viii. assist contractors with reporting by working with contractors and the CRA/LA or authorized representative where appropriate.

6. Local Hire Report. The Developer shall report quarterly to the CRA/LA on the progress of the Local Hire Program in a format to be determined by the CRA/LA. The report shall detail the number of (i) Community Area Residents, (ii) Local Residents, (iii) Disadvantaged Workers, (iv) Community Area and Local Resident Apprentices, (v) total Apprentices, and (vi) all other City residents and/or non-residents that have been hired by all contractors; the number and percentage of work hours that have been performed by each category of worker for that specific reporting period; and in aggregate since the inception of the project. If requested by the CRA/LA, the Developer shall require any contractor to provide copies of payroll records to verify the Local Hire Report. All Local
Hire Reports, the Local Hire Schedule, and payroll records shall be sent to: Jim Larkin, Compliance Supervisor, CRA/LA, 354 S. Spring Street, Suite 600, Los Angeles, CA 90013 or jlarkin@cra.lacity.org.

C. DEMONSTRATION OF COMPLIANCE

1. If the Developer has met or exceeded all Local Hire Program targets, the Developer is in compliance.

2. If the Developer has not met or exceeded all Local Hire Program targets but has satisfied each element of the list of activities below, the Developer or contractor is in compliance:

   1) Develop and submit a CRA/LA-approved Local Hire Schedule 30-days prior to construction start;
   2) Convene a pre-bid meeting, if applicable, and a Local Hire Orientation prior to construction start;
   3) Ensure that all contractors contractually agree to comply with terms of Local Hire Program and obtain letters of assent from each contractor;
   4) Hire a Jobs Coordinator from the CRA/LA’s pre-qualified list of firms; regularly contact and document contact with a Jobs Coordinator;
   5) Use and document use of CRA/LA-approved Craft Request Forms sent to construction unions, if applicable, and Jobs Coordinator;
   6) Document waiting period for requested referrals and any lack of responses from unions, if applicable, and Jobs Coordinator;
   7) Document reasons for not hiring referred candidates from target populations, if applicable;
   8) Submit quarterly Local Hire Reports in a timely manner; and
   9) Allow CRA/LA monitor prompt and willing access to documentation of above activities.
D. NON-COMPLIANCE

1. The Developer shall monitor and enforce the Local Hire Program requirements imposed on all of its contractors, including withholding payments to those contractors who violate these requirements.

2. (a) In the event that the Developer is out of compliance and fails to monitor or enforce the requirements of this program against any contractor, the Developer shall be liable for the full amount of any liquidated damages, assessed at the average project wage for each hour that the project was short of the goal.

(b) The CRA/LA and the Developer agree that injury to the CRA/LA and the public caused by non-compliance to this Local Hire Program will be difficult or impossible to accurately estimate; and that the liquidated damages specified in this Section D.2 are a reasonable estimate of the probable loss.

3. The CRA/LA may withhold monies owed to the Developer, may impose liquidated damages on the Developer in the amounts specified herein, and/or may declare the Developer and/or any of its contractors non-responsible and be debarred from further contracts for a period of two years in conformance with the CRA/LA’s Policy on Contractor Responsibility.

4. In the event the Developer disputes either the determination of non-compliance, the calculation of liquidated damages, or a declaration of non-responsibility, the Developer may appeal to a panel appointed by the CRA/LA CEO, with final appeal to the CRA/LA Board of Commissioners.

E. The CRA/LA CEO shall have the authority to amend or modify provisions of this program as reasonably necessary to carry out the purpose of this Agreement and carry out the objectives of the parties.

Section 2: Permanent Jobs Local Hire Program

Utilization of Project Area Residents: Permanent Employees Local Hiring Program

For the purposes of this Program, all capitalized terms shall have the meanings specified in the Owner Participation Agreement ("Agreement").

The Developer agrees that all Tenants shall implement a Permanent Employees Local Hiring Program ("Program"). The Term of the Program shall be the ten (10) year period commencing on the date that the first certificate of occupancy is issued by the City of Los Angeles for the Commercial Space, as defined in the Loan Agreement. The Permanent Employees Local Hiring Program shall include the following requirements:

A. Local Hiring Program

The Developer certifies and agrees that all Tenants shall implement a Local Hiring Program that shall include the following goals. These goals shall be included as a material term of any agreement between the Developer and any Tenant:
1. **Community Area and Local Resident Hiring Goal:** For each 6 month period, 50% of the work hours for each Tenant shall be performed by Community Area Residents.

To the extent that the preceding local hiring goal is not feasible, despite the Developer or Tenant's reasonable best efforts, the Tenant may fulfill the Community Area Resident Hiring Goal by filling the remaining hours with Local Residents.

Community Area Resident means an individual who is a resident of the City of Los Angeles and whose primary residence is within three miles of the Project Area's borders. The list of zip codes in which a Community Area Resident may live is included as an attachment to this exhibit.

Local Resident means an individual whose primary place of residence is within the City and is within a zip code containing at least part of one census tract with a rate of unemployment in excess of 150% of the Los Angeles County unemployment rate, as reported by the State of California Employment Development Department. The list of zip codes in which a Local Resident may live is included as an attachment to this exhibit.

2. **Local Low-Income Resident Hiring Goal:** For each 6 month period, 10% of the work hours for each Tenant shall be performed by Local Low-Income Residents. The Local Low-Income Resident hours may count towards the 50% Community Area Resident and Local Resident Hiring goals.

Local Low-Income Resident means an individual whose primary place of residence is within the City of Los Angeles and who, at the time of commencing work on a project under a Local Hiring Program either (a) has a household income of less than 50% of the Area Median Income (AMI), as defined by the State of California Housing and Community Development Department (HCD) or (b) faces at least one of the following barriers to employment: being homeless; being a custodial single parent; having a physical or mental disability; receiving public assistance; lacking a GED or high school diploma; having a criminal record or other involvement with the criminal justice system; or suffering from chronic unemployment. The status of a Local Low-Income Resident will be certified by the Qualified Recruitment Organization.

Qualified Recruitment Organization means an organization designated by the CRA/LA to assist in local hiring functions such as outreach, intake, screening, training, and/or referral. A list of Qualified Recruitment Organizations is attached to this exhibit.

The Tenant retains authority in making individual hiring decisions, and may use normal hiring practices, including interviews, to consider all referred applicants. The provisions of this Permanent Employees Local Hiring Policy do not require the Developer or Tenant to hire any person who does not have the experience and ability to qualify such person for such job.

**B. First Source Hiring Program.**

1. **Preferential Notification:** Each Tenant will notify a Qualified Recruitment Organization of job opportunities in advance of other hiring outreach efforts and provide a description of job responsibilities and qualifications, including expectations,
salary, work schedule, duration of employment, and any special requirements (e.g. language skills, drivers’ licenses, etc.).

This preferential notification must be provided for a period of not less than a three (3) week period prior to commencement of the Tenant’s operations. After commencement of a Tenant’s operations, this preferential notification must be provided for at least a five (5) day period prior to the announcement of any job opportunity. Such preferential notification will take place throughout the Term of this Program.

2. **Initial Exclusive Hiring:** When making initial hires for the commencement of the Tenant’s operations, the Tenant shall hire only Community Area, Local, or Local Low-Income Residents for a three (3) week period following the notification of job opportunities described in subparagraph B.1. above. After such period, Tenants shall make good-faith efforts to hire Community Area, Local, and Local Low-Income Residents but may hire any applicant recruited or referred through any source.

3. **Ongoing Exclusive Hiring:** When making hires after the commencement of operations, the Tenant will hire only Community Area, Local, or Local Low-Income Residents for a five (5) day period following the notification of job opportunities. After such period, Tenants shall make good-faith efforts to hire Community Area, Local, and Local Low-Income Residents but may hire any applicant recruited or referred through any source. The Tenant’s obligations contained in this B.3. shall continue throughout the Term.

4. **Hiring Liaison:** Each Tenant will designate a Hiring Liaison before commencing operations covered by this Policy to act as a conduit between the Tenant and the Qualified Recruitment Organization. This Hiring Liaison will be responsible for providing to the Qualified Recruitment Organization, the Developer, and the CRA/LA all necessary documentation throughout the duration of the Project.

C. Living Wage Program

Where appropriate, the CRA/LA’s Living Wage Policy shall apply. Living Wage reports shall be submitted to the CRA/LA every six (6) months in a format approved by the CRA/LA.

D. Reporting.

1. **Periodic Local Hiring Report:** Every six (6) months, a report shall be submitted to the designated staff person at the CRA/LA detailing the number of (i) Community Area Residents, (ii) Local Residents, (iii) Local Low-Income Residents, and (iv) all other City residents or non-residents that have been hired by each Tenant, the number and percentage of work hours that have been performed by each category of worker for that specific reporting period and since the inception of the project, and the total aggregate number and percentage of work hours performed by each category of worker. If requested by the CRA/LA, the Developer shall require any Tenant to provide copies of payroll records to verify the Local Hiring Report. All Local Hiring Reports should be sent to: Alexandra Paxton, Manager of Policy Analysis, CRA/LA, 354 S. Spring Street, Suite 700, Los Angeles, CA 90013.

2. The Developer and each Tenant shall make available to the CRA/LA or its authorized representative records and information requested that are relevant to
monitoring and enforcement of this Local Hiring Program. The Developer and each Tenant shall cooperate fully and promptly with any inquiry or investigation the CRA/LA deems necessary in order to monitor compliance with this Local Hiring Program, including allowing access to job sites and employees.

3. Upon request of any party to a Local Hiring Agreement, the CRA/LA Coordinator or authorized representative may administer the process of resolving alleged violations. This work may include scheduling and attending arbitration hearings, providing reports and other documents on alleged violations to the arbitrators who will hear the case, and doing other administrative tasks necessary to facilitate the quick and peaceful disposition of grievances.

E. Demonstration of Compliance

1. If the Developer has met or exceeded all Local Hiring Program goals, the Developer is in compliance.

2. If the Developer has not met or exceeded all Local Hiring Program targets but has satisfied each element of the list of activities below, the Developer is in compliance:

   i Develop and submit CRA/LA-approved Local Hiring Plan;
   ii Obtain Letters of Assent to the Local Hiring Program terms from each Tenant;
   iii Work with the Recruitment Organization to encourage Tenant participation and to facilitate the success of the Permanent Employees Local Hiring Policy, by arranging meetings attended by the Developer, the Recruitment Organization, Tenants, and prospective Tenants;
   iv Maintain detailed listings of job postings and contacts with Qualified Recruitment Organization;
   v Maintain documentation of appropriate waiting period for requested referrals and any lack of responses;
   vi Maintain documentation of reasons for not hiring referred candidates from target populations, if any; and
   vii Submit accurate and timely Periodic Local Hiring and Living Wage reports.

Allow the CRA/LA monitor prompt and willing access to documentation of above activities.
F. NON-COMPLIANCE

1. The Developer shall monitor and enforce the Local Hire Program requirements imposed on all of its contractors, including withholding payments to those contractors who violate these requirements.

2. (a) In the event that the Developer is out of compliance and fails to monitor or enforce the requirements of this program against any contractor, the Developer shall be liable for the full amount of any liquidated damages, assessed at the average project wage for each hour that the project was short of the goal.

   (b) The CRA/LA and the Developer agree that injury to the CRA/LA and the public caused by non-compliance to this Local Hire Program will be difficult or impossible to accurately estimate; and that the liquidated damages specified in this Section D.2 are a reasonable estimate of the probable loss.

3. The CRA/LA may withhold monies owed to the Developer, may impose liquidated damages on the Developer in the amounts specified herein, and/or may declare the Developer and/or any of its contractors non-responsible and be debarred from further contracts for a period of two years in conformance with the CRA/LA's Policy on Contractor Responsibility.

4. In the event the Developer disputes either the determination of non-compliance, the calculation of liquidated damages, or a declaration of non-responsibility, the Developer may appeal to a panel appointed by the CRA/LA CEO, with final appeal to the CRA/LA Board of Commissioners.

The CRA/LA CEO shall have the authority to amend or modify provisions of this program as reasonably necessary to carry out the purpose of this Agreement and carry out the objectives of the parties.
Plaza Pacoima Project
Community Benefits Agreement

Section I. Purpose

The purpose of the Community Benefits Agreement for the Project is to provide for a concerted and coordinated effort by the City, the CRA/LA, and Developer to maximize the benefits of the Project to the members of the surrounding community. It shall also serve to maximize community involvement in the planning, development, and use of area resources to ensure that local and low-income individuals residing in the surrounding community benefit from the Project. For these reasons, and in consideration of mutual promises, undertakings, and covenants, the adequacy of which the Coalition and Developer hereby acknowledge, the Coalition and Developer, on behalf of themselves and their respective successors, partners, and assigns, agree to the terms set forth in this Community Benefits Agreement.

Section II. Definitions

As used in this Community Benefits Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and the plural form.

“CRA/LA” shall mean the Community Redevelopment Agency of the City of Los Angeles.

“City” shall mean the City of Los Angeles.

“Coalition” shall mean the Pacoima Community Benefits Agreement Partners, as represented by Neighborhood Legal Services.

“Community Area Resident” is defined in the Policy.

“Developer” shall mean Plaza Pacoima LLC, a Delaware limited liability company.

“Disadvantaged Worker” is defined in the Policy.

“Jobs Coordinator” is defined in the Policy.

“Local Residents” is defined in the Policy.

“Owner Participation Agreement” shall mean that certain Owner Participation Agreement to be entered into by CRA/LA and Developer, dated as of June ___, 2008.
“Policy” shall mean the Full Local Hire Program, attached hereto as Attachment A.

“Project” shall mean the development of the Property as contemplated in the Owner Participation Agreement.

“Project Area” shall mean the Earthquake Disaster Assistance Project for Portions of Council District 7 Redevelopment Project Area.

“Property” shall mean the approximately 17.55 acre parcel of real property located at Paxton and Sutter Streets in the City of Los Angeles and more particularly described in the Owner Participation Agreement.

“Qualified Recruitment Organization” is defined in the Policy.

“Tenant” shall mean any entity that enters into a lease agreement or similar agreement for use of space within the Project.

Section III. Full Local Hire Program

A. Compliance with Policy. Developer agrees to comply with the provisions of the Policy.

B. Additional Responsibilities of the Jobs Coordinator. In addition to the responsibilities of the Jobs Coordinator set forth in the Policy, Developer agrees to include as part of the Jobs Coordinator’s job responsibilities the following:

1. Additional outreach for Construction Jobs. The Jobs Coordinator shall provide services in support of the Developer’s local hire requirements for construction jobs (Section 1 of the Policy) as follows:

   • No less than 30 days before construction begins, provide information about available job opportunities to the following listed referral sources (each a “Participating Referral Source”):
     o Chrysalis
     o Communities in Schools
     o Northeast San Fernando Valley Worksource Center
     o National Association for the Advancement of Colored People – San Fernando Valley Branch
   • If such jobs require union membership, provide notice as soon as reasonably possible to the Participating Referral Sources listed above about the requirements and process for entry into approved apprenticeship programs
   • Facilitate relationships among Participating Referral Sources and contractors on the project to enable prompt referrals
2. **Additional outreach for Permanent Jobs.** The Jobs Coordinator or Qualified Recruitment Organization, whichever is applicable, shall provide services in support of the Tenant’s local hire requirements for permanent jobs (Section 2 of the Policy) as follows:

- Provide information about available job opportunities to the Participating Referral Sources as soon as such job opportunities become known to the Jobs Coordinator or Qualified Recruitment Organization and as early in the preferential notification period for the open job as possible
- Facilitate relationships among Participating Referral Sources and employers to enable prompt referrals

C. **Coalition Responsibilities.** Coalition Representatives will coordinate with employers and Participating Referral Sources to refer Community Area Residents, Local Residents and Disadvantaged Workers (collectively, “Qualified Employees”) to the Jobs Coordinator or Qualified Recruitment Organization, whichever is applicable. Participating Referral Sources will use commercially reasonable efforts to refer Qualified Employees to the Jobs Coordinator or Qualified Recruitment Organization. If a Participating Referral Source fails to refer Qualified Employees to the Jobs Coordinator or Qualified Recruitment Organization, Developer, Jobs Coordinator or Qualified Recruitment Organization shall contact the Coalition and that Participating Referral Source in order to confirm that no such referrals were made. If a Participating Referral Source fails to provide any referrals on three (3) consecutive occasions at no time extending beyond five (5) business days, the Developer, its general contractor and any employers at the Project site shall have no further responsibility to contact that Participating Referral Source with regard to job opportunities.

Section IV. Living Wage Policy

A. **Developer Responsibilities Regarding Living Wages.**

1. **Compliance with Living Wage Ordinance.** Developer and its general contractor shall comply with the provisions of the City’s Living Wage Ordinance, set forth in the Los Angeles Administrative Code, Section 10.37, to the extent such ordinance is applicable. Developer shall use commercially reasonable efforts to persuade Tenants to comply with the Living Wage Ordinance.

2. **Seventy-five Percent Living Wage Goal.** Developer shall use its commercially reasonable efforts to maximize the number of living wage jobs in the Project. Developer and the Coalition agree to a goal of maintaining at least 75 percent of the jobs in the Project as living wage jobs (the “Living Wage Goal”). Developer and the Coalition agree that this is a reasonable requirement in light of
all the circumstances. Achievement of the Living Wage Goal shall be measured each year on January 1, commencing on the first January 1 after the Project is operational, and shall be reported annually, as described below in Section IV.A.5. In the event that actual performance is less than 75 percent of the Living Wage Goal for two consecutive years, Developer shall promptly meet and confer with the Coalition to determine mutually agreeable steps which can and will be taken to meet the Living Wage Goal. Whether or not the Living Wage Goal is being met at each annual measurement, Developer shall be considered to be in compliance with this Section IV.A.2 if it is in compliance with Sections IV.A.5 and IV.A.6 below. Moreover, Developer’s failure to meet the Living Wage Goal shall not be a breach or default under this Agreement or the Owners Participation Agreement.

3. **Exemption for Small Businesses.** Developer’s responsibilities as set forth in Section IV.A.2 above shall not apply to jobs at businesses that occupy less than 5,000 square feet of space within the Project.

4. **Calculation of Proportion of Living Wage Jobs.** For purposes of determining the percentage of living wage jobs in the Project, the following jobs shall be considered living wage jobs:

- Jobs covered by the City’s Living Wage Ordinance;

- Jobs for which the employee is paid on a salaried basis of at least $19,673.60 per year if the employee is provided with employer-sponsored health-insurance, or $22,796.80 per year otherwise (these amounts will be adjusted in concert with cost-of-living adjustments to wages required under the City’s Living Wage Ordinance);

- Jobs for which the employee is paid at least $9.71 per hour if the worker is provided with employer-sponsored health insurance, or $10.96 per hour otherwise (these amounts will be adjusted in concert with cost-of-living adjustments to wages required under the City’s Living Wage Ordinance); and

- Jobs covered by a Collective Bargaining Agreement.

The percentage of living wage jobs in the Project will be calculated as the number of on-site jobs falling into any of the above four categories, divided by the total number of on-site jobs. No part of this calculation shall take into account jobs covered by the exemption for small businesses, described in Section IV.A.3 above. The resulting number will be compared to the Living Wage Goal to determine whether the Living Wage Goal has been met.

5. **Reporting Requirements.** Developer will use commercially reasonable efforts to attempt to gather the information required and to provide an
annual report to the CRA/LA on the percentage of jobs in the Project that are living wage jobs. Such report will be in form and substance as reasonably acceptable to the CRA/LA. If the report indicates that the Living Wage Goal is not being met, Developer will include as part of the report an explanation as to why that is the case. In compiling this report, Developer shall be entitled to rely on information provided by Tenants and its general contractor, without responsibility to perform independent investigation. This report shall be filed for any given year or partial year by April 30th of the succeeding year.

Developer will provide copies of such annual report to the Coalition.

6. Selection of Tenants. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section IV.A.6 shall not apply to Costco, Best Buy, any brand name bank, any Tenant occupying less than 5,000 square feet, or other party approved by CRA/LA as set forth in the Owner Participation Agreement. With respect to any other prospective Tenants, the following shall apply:

a. Developer Notifies Coalition Before Selecting Tenants. At least 45 days prior to executing any lease agreement or other contract for space within the Project, Developer shall notify the Coalition of the identity of the prospective Tenant, and shall, at the Coalition’s request, meet with the Coalition regarding the prospective Tenant’s impact, if any, on the Living Wage Goal. If exigent circumstances so require, notice may be given less than 45 days prior to signing such a lease agreement or other contract; however, in such cases Developer shall at the earliest possible date give the Coalition notice of the identity of the prospective Tenant and, at the Coalition’s request, meet with such Tenant on the earliest possible date and shall in any event occur prior to the signing of the lease agreement or other contract for space within the Project.

b. Coalition Meeting with Prospective Tenants. At least 30 days before signing a lease agreement or other contract for space within the Project, Developer will arrange and attend a meeting between the Coalition and the prospective Tenant or Tenant’s representative, if the Coalition so requests. At such a meeting, the Coalition and Developer will discuss with the prospective Tenant the Living Wage Goal and Developer will assist the Coalition in encouraging participation in this program. If exigent circumstances so require, such a meeting may occur less than 30 days prior to the signing of a lease agreement; however, in such cases the meeting shall be scheduled to occur on the earliest possible dates and shall in any event occur prior to the signing of the lease agreement or other contract for space.

c. Consideration of Impact on Living Wage Goal. When choosing between prospective Tenants for a particular space within the Project,
Developer will, within commercially reasonable limits, take into account as a substantial factor each prospective Tenant’s impact on achievement of the Living Wage Goal.

d. **Tenants Agree to Reporting Requirements.** Tenants are not required to participate in the Living Wage program. However, all Tenants shall make annual reports as set forth in Section IV.B.1 below. Developer will use commercially reasonable efforts to include these reporting requirements as a material term of all lease agreements or other contracts for space within the Project.

B. **Tenants’ Reporting Requirements.**

1. **Annual Report.** Developer shall use commercially reasonable efforts to have each Tenant report to Developer its number of on-site jobs, the percentage of these jobs that are living wage jobs, and the percentage of these jobs for which employees are provided with health insurance by the Tenant in form and substance as set forth in the Owner Participation Agreement. Tenants need not include precise salaries in such reports; rather, with regard to wages, Tenants need only include the number of jobs and the percentage of these jobs that are living wage jobs, as defined in Section IV.A.4 above. Such reports shall be filed for any given year or partial year by April 30 of the succeeding year and shall use January 1 as the date for determining the number of jobs and percentage that are living wage jobs.

2. **Term.** All provisions and requirements of this Section shall terminate and become ineffective for each Tenant five years from the date of that Tenant’s first annual report submitted pursuant to Section IV.B.1 above.

Section V. Security

A. **Security during construction of the Project.** Developer agrees that it will require that the site be secured during construction. Developer shall provide and maintain, or cause to be provided or maintained, a security management trailer on the Project site during the duration of construction and ensure that it is adequately staffed at all times to maintain the safety and security of the Project site during construction.

B. **Security during the post-construction operations of the Project.** Developer agrees that it will provide or request that Tenants provide adequate on-going private security for the Project site once the Project is constructed and open to the public. This security system shall include the following measures.

1. **On-Site Security Staffing.** Once the Project is constructed and open to the public, Developer shall use commercially reasonable efforts to
provide, or cause to be provided, on-site, unarmed security guards at all times during the Developer’s regular business hours. Regular business hours shall be measured from the earliest time that any one of the Tenants is open until the latest time that any one of the Tenants closes. At all other times, Developer shall maintain or cause to be maintained, within commercially reasonable limits, an adequate private security system to ensure the safety and security of the Project site, including without limitation, the provision of security cameras throughout the Project site.

2. **Coordination with Lowe’s Home Improvement.** Developer agrees that it shall use its commercially reasonable efforts to coordinate its security system and security policies and procedures with adjacent property owner, Lowe’s Home Improvement, to ensure the adequate safety and security of the Project site.

3. **Coordination with the community.** Developer agrees that it shall establish and make available a security policy that includes a communication mechanism for community members to raise security-related concerns with the management of the Project. This policy shall include the designation of a contact person for security-related issues.

4. **No Security Bars or Fences.** Other than as specified on Exhibit B, Developer agrees to use commercially reasonable efforts to prohibit Tenants from placing security bars on the exterior portion of its windows, excluding operable roll down gates and security screens for non-business hours. In order to accomplish this, Developer agrees to use commercially reasonable efforts to include such a restriction as a material term of all lease agreements or other contracts for space within the Project.

**Section VI. Business Improvement District**

Developer agrees that it shall support any reasonable attempt to develop a Business Improvement District in Pacoima that includes the Project within its boundaries. This means that Developer shall vote in favor of adoption of a commercially reasonable Business Improvement District, similar to those in like-kind communities, in any vote held for that purpose.

**Section VII. Cultural Arts Fund**

A. **Establishment of a local cultural arts fund.** Prior to the construction of any buildings on Property and after CRA/LA funding has been received and building permits have been issued (excluding any demolition, grading and environmental remediation activities), Developer shall provide to CRA/LA $300,000 to be deposited into a CRA Cultural Trust Fund for the benefit of the Pacoima Community. It is the intention of the Parties that (1) CRA/LA provide the Coalition with the proposed criteria for such Cultural Trust Fund to ensure that the intended goals of the Coalition cultural
arts projects are consistent with such proposed Cultural Trust Fund criteria, and (2) CRA/LA establish a process to receive Coalition input regarding the particular cultural arts project or projects to be funded. Notwithstanding the foregoing, Developer's obligations with respect to this Section VII.A. shall be met by payment of such $300,000 to the CRA/LA, and Developer shall have no further obligations under this Section VII.A.

B. **Public art fund.** Developer shall comply with the CRA/LA's Art Policy and satisfy Owner's Public Art Policy Obligation as set forth in the Owner Participation Agreement.

Section VIII. Environmental Mitigations

A. **Leadership in Energy and Environmental Design (LEED) Silver Level Certification.** Developer agrees that the Project will be designed and constructed with the intent to meet the certification criteria at the Silver level under the LEED Green Building Rating System established by the U.S. Green Building Council or consistent with a comparable certification process acceptable to the CRA/LA.

B. **Independent third party monitoring.** Developer agrees to retain an independent third party consultant to monitor the Project site and Project for environmental issues. Developer agrees to provide the contact information for such consultant to the CRA/LA so that the CRA/LA can raise questions related to environmental issues and remediation of the Project site directly with the consultant; provided, however, that Developer shall have approval rights over any work conducted by the consultant.

C. **On Site walking path.** Developer agrees to create or to ensure the creation of a lighted walking path from the parking lot to each Tenant that occupies more than 40,000 square feet on the Project site.

D. **No idling on Site or on adjacent roads.** Developer agrees to prohibit trucks that are serving the Project from idling on the Project and on the roads adjacent to the Project site, including Paxton Street, Bradley Avenue, Sutter Avenue, and Louvre Street. Developer shall post no idling zone signs throughout the Project site and along the perimeter of the Project site adjacent to the aforementioned public roads to prevent truck idling. Developer agrees to use commercially reasonable efforts to enforce these idling prohibitions and to direct idling trucks to turn off their engines promptly.

E. **Preference for low-emission contractors.** Developer agrees to give special consideration, during the process of selecting a general contractor for the construction of the Project, to those contractors who employ low emissions equipment and vehicles and who use particulate traps on their equipment and vehicles. Developer agrees to state this preference, provided it is commercially reasonable, in any document that it creates for the purpose of soliciting a bid from a general contractor for construction of the Developer.
F. **No heavy maintenance of construction equipment on Project site.**
Developer agrees to prohibit the heavy maintenance of construction equipment on the Project site. Heavy maintenance shall be defined to include any maintenance beyond the regular daily maintenance that would be necessary for the equipment to function in the normal course of construction. Developer agrees to use commercially reasonable efforts to include this prohibition as a condition in all of its contracts with all of the construction contractors and subcontractors who will be working on the Site.

G. **Mitigated Negative Declaration.** Notwithstanding the foregoing, to the extent the terms of this Section VIII. are inconsistent with the requirements set forth in Developer’s entitlements and mitigations for the Project pursuant to the mitigated negative declaration for the Project, the terms set forth in the mitigated negative declaration shall control.

Section IX: **Prohibition on Check Cashing Businesses and Payday Lenders**

A. **Prohibition on Check Cashing Businesses and Payday Lenders.**
Developer agrees that no business which engages in check cashing or payday lending (also known as a deferred deposit transaction) as a primary activity shall become a Tenant at the Project. This prohibition shall include any business that offers, originates, or makes a deferred deposit transaction, who arranges a deferred deposit transaction for a deferred deposit originator, who acts as an agent for a deferred deposit originator, or who assists a deferred deposit originator in the origination of a deferred deposit transaction. This prohibition shall not preclude traditional banking institutions and/or credit unions that are insured by the FDIC from becoming a Tenant in the Project.

B. **Developer to Market Site to Traditional Banking Institutions and/or Credit Unions.** Developer agrees that it shall use commercially reasonable efforts to market space in the Project to traditional banking institutions and/or credit unions in an effort to attract such banks or credit unions to become a Tenant at the Project.

Section X. **Community Oversight Committee**

A. Upon execution of this Agreement, a Community Oversight Committee (the “Committee”) will be formed and comprised of designated representatives from the CRA/LA and the Coalition. If requested by the Committee, Developer shall meet with the Committee on a quarterly basis. At such meetings, all parties will engage in a cooperative effort to develop strategies for successful implementation of the provisions of this Agreement. Upon request by the CRA/LA or the Committee, Developer shall provide to the requesting party access to Project site, during normal business hours, to enable the requesting party to monitor implementation of the Agreement. Developer shall provide sufficient information to the Committee to enable it to monitor implementation of all sections of this Agreement.
IN WITNESS WHEREOF, the parties hereto caused this Community Benefits Agreement to be duly executed by their respective officers.

Dated: ____________________

Plaza Pacoima LLC
By:

Dated: 7/1/08

Pacoima Community Benefits Agreement Partners
By: Josh Stehlik
By: Leroy Gater
FULL LOCAL HIRE PROGRAM

Attachment "A"

Section 1: Construction Jobs Local Hire Program

Utilization of Project Area Residents: Construction Jobs Local Hire Program

One of the purposes of this Agreement and the assistance provided by CRA/LA is to provide employment opportunities for the local population.

The Developer agrees to implement and to require all its contractors to implement, for the duration of construction on the project, a Local Hire Program as defined below:

A. LOCAL HIRING REQUIREMENTS

1. The following percentages shall be achieved for the project:

   a. 30% of all construction work hours shall be performed by:

      i. Community Area Residents, which means individuals who whose primary place of residence is within the City of Los Angeles and within three miles of the Project Area's border; or

      ii. Local Residents, which means individuals whose primary place of residence is within the City of Los Angeles and is within a zip code containing at least part of one census tract with a rate of unemployment in excess of 150% of the Los Angeles County unemployment rate, as reported by the State of California Employment Development Department.

      iii. Priority shall be given to Community Area Residents. The zip codes in which a Community Area Resident and Local Resident may live shall be provided by the Community Redevelopment Agency of the City of Los Angeles (CRA/LA).

   b. 10% of all construction work hours shall be performed by Disadvantaged Workers. The Disadvantaged Worker hours may count towards the 30% Community Area and Local Resident requirement, and/or the 50% Community Area and Local Resident Apprentice requirement. A Disadvantaged Worker means an individual whose primary place of residence is within the City of Los Angeles, and who, prior to commencing work on the project either:

      i. Has a household income of less than 50% of the Area Median Income (AMI), or

      ii. Faces at least one of the following barriers to employment: being homeless; being a custodial single parent; receiving public assistance; lacking a GED or high school diploma; having a criminal record or other involvement with the criminal justice system; or suffering from chronic unemployment.
c. A minimum of 50% of all hours worked by construction Apprentices shall be performed by Community Area Residents and Local Residents. Priority shall be given to Community Area Residents. An Apprentice means any worker indentured in a bona fide construction apprenticeship program registered and approved by the State of California, Division of Apprenticeship Standards.

2. The status of a Disadvantaged Worker shall be certified by a Jobs Coordinator, described in Section B.5.

3. The construction employer retains authority in making individual hiring decisions.

4. Hours worked by permanent residents of states other than California do not count towards total work hours when calculating the Local Hire Requirements.

B. REQUIREMENTS

1. Local Hire Schedule. The Developer shall develop a Local Hire Schedule that establishes the hiring process and approximate timetable to be followed by the Developer and all contractors for construction hiring to achieve the overall requirements of the Local Hire Program. The Local Hire Schedule shall provide the basis for the CRA/LA's monitoring of the project and for the Jobs Coordinator's preparation of local worker candidates. The Local Hire Schedule must be submitted to the CRA/LA Compliance Supervisor no less than thirty (30) days before construction begins, and shall be approved or disapproved by the CRA/LA Chief Executive Officer (CEO) or designee within two weeks of submittal by the Developer. The Developer shall not start construction without an approved Local Hire Schedule.

2. Local Hire Orientation. Before construction begins, the Developer shall contact the CRA/LA to schedule a Local Hire Orientation with its contractors. The purpose of this orientation is to help all contractors on the project understand the Local Hire Program, Local Hire Requirements, reporting requirements, role of the Jobs Coordinator, and answer questions. The Local Hire Orientation may take place concurrently with the pre-construction meeting, if applicable. To arrange for the Local Hire Orientation, the Developer shall contact: Jim Larkin, Compliance Supervisor, CRA/LA, 354 S. Spring Street, Suite 600, Los Angeles, CA 90013, (213) 977-1600 or jlarkin@cralac.org.

3. Maximizing Apprentices. The Developer's contractors shall use the maximum number of Apprentices allowed by law.

4. Coordination with unions (if applicable). The Developer's contractors that have an agreement with a construction union shall use the following procedures and shall inform each relevant union of these requirements:

   a. The Developer's contractors shall give priority to Local Residents, Community Residents, and Disadvantaged Workers and shall promptly notify the CRA/LA Compliance Supervisor of any union that fails or refuses to refer Local Residents, Community Residents, and Disadvantaged Workers for jobs on projects receiving CRA/LA financial assistance.

   b. The Developer's contractors shall sponsor any qualified entry-level Disadvantaged Worker as a first period apprentice and shall indicate this by
sending a letter or form, as appropriate, to the relevant union or apprenticeship program expressing a commitment to sponsor the Disadvantaged Worker in question (e.g. hiring the individual to enable his/her entry into an apprenticeship program).

c. The Developer’s contractors shall use a Craft Request Form provided by the CRA/LA, a document through which contractors shall request workers from unions. The Developer's contractors shall send copies of all Craft Request Forms to the Jobs Coordinator at the same time as they are submitted to the unions. All copies of all Craft Request Forms submitted and/or received, including transmission verification documents that are date/time imprinted or a log of related faxes sent and received regarding Local Hire Requirements shall be maintained and submitted to the CRA/LA when requested.

5. Jobs Coordinator. The Developer shall hire a Jobs Coordinator from the CRA/LA list of pre-qualified firms in order to meet the requirements of the Local Hire Program. A Jobs Coordinator means an independent third-party entity with whom the Developer’s contractors work to facilitate implementation of the Local Hire Requirements. Notwithstanding the availability of the Jobs Coordinator to assist, the Developer is solely responsible for achieving the Local Hire Requirements.

a. Each of the Developer’s contractors shall use a Craft Request Form provided by the CRA/LA, a document through which contractors shall request workers from the Jobs Coordinator.

b. The Jobs Coordinator shall provide services in support of the Developer’s Local Hire Requirements including:

i. establish a point of contact to provide information about available job opportunities;
ii. certify the status of Disadvantaged Workers;
iii. reach out to targeted populations;
iv. conduct or coordinate programs to prepare interested residents to enter construction jobs;
v. develop and maintain an up-to-date list of qualified City residents;
vi. facilitate relationships among approved apprenticeship programs and contractors to enable prompt referrals;
vii. educate contractors regarding tax deductions, tax credits and other benefits for which they may be eligible based on their implementation of the Local Hire Requirements; and
viii. assist contractors with reporting by working with contractors and the CRA/LA or authorized representative where appropriate.

6. Local Hire Report. The Developer shall report quarterly to the CRA/LA on the progress of the Local Hire Program in a format to be determined by the CRA/LA. The report shall detail the number of (i) Community Area Residents, (ii) Local Residents, (iii) Disadvantaged Workers, (iv) Community Area and Local Resident Apprentices, (v) total Apprentices, and (vi) all other City residents and/or non-residents that have been hired by all contractors; the number and percentage of work hours that have been performed by each category of worker for that specific reporting period; and in aggregate since the inception of the project. If requested by the CRA/LA, the Developer shall require any contractor to provide copies of payroll records to verify the Local Hire Report. All Local
Hire Reports, the Local Hire Schedule, and payroll records shall be sent to: Jim Larkin, Compliance Supervisor, CRA/LA, 354 S. Spring Street, Suite 600, Los Angeles, CA 90013 or jlarkin@cra.lacity.org.

C. DEMONSTRATION OF COMPLIANCE

1. If the Developer has met or exceeded all Local Hire Program targets, the Developer is in compliance.

2. If the Developer has not met or exceeded all Local Hire Program targets but has satisfied each element of the list of activities below, the Developer or contractor is in compliance:

   1) Develop and submit a CRA/LA-approved Local Hire Schedule 30-days prior to construction start;
   2) Convene a pre-bid meeting, if applicable, and a Local Hire Orientation prior to construction start;
   3) Ensure that all contractors contractually agree to comply with terms of Local Hire Program and obtain letters of assent from each contractor;
   4) Hire a Jobs Coordinator from the CRA/LA’s pre-qualified list of firms; regularly contact and document contact with a Jobs Coordinator;
   5) Use and document use of CRA/LA-approved Craft Request Forms sent to construction unions, if applicable, and Jobs Coordinator;
   6) Document waiting period for requested referrals and any lack of responses from unions, if applicable, and Jobs Coordinator;
   7) Document reasons for not hiring referred candidates from target populations, if applicable;
   8) Submit quarterly Local Hire Reports in a timely manner; and
   9) Allow CRA/LA monitor prompt and willing access to documentation of above activities.
D. NON-COMPLIANCE

1. The Developer shall monitor and enforce the Local Hire Program requirements imposed on all of its contractors, including withholding payments to those contractors who violate these requirements.

2. (a) In the event that the Developer is out of compliance and fails to monitor or enforce the requirements of this program against any contractor, the Developer shall be liable for the full amount of any liquidated damages, assessed at the average project wage for each hour that the project was short of the goal.

(b) The CRA/LA and the Developer agree that injury to the CRA/LA and the public caused by non-compliance to this Local Hire Program will be difficult or impossible to accurately estimate; and that the liquidated damages specified in this Section D.2 are a reasonable estimate of the probable loss.

3. The CRA/LA may withhold monies owed to the Developer, may impose liquidated damages on the Developer in the amounts specified herein, and/or may declare the Developer and/or any of its contractors non-responsible and be debarred from further contracts for a period of two years in conformance with the CRA/LA's Policy on Contractor Responsibility.

4. In the event the Developer disputes either the determination of non-compliance, the calculation of liquidated damages, or a declaration of non-responsibility, the Developer may appeal to a panel appointed by the CRA/LA CEO, with final appeal to the CRA/LA Board of Commissioners.

E. The CRA/LA CEO shall have the authority to amend or modify provisions of this program as reasonably necessary to carry out the purpose of this Agreement and carry out the objectives of the parties.

Section 2: Permanent Jobs Local Hire Program

Utilization of Project Area Residents: Permanent Employees Local Hiring Program

For the purposes of this Program, all capitalized terms shall have the meanings specified in the Owner Participation Agreement ("Agreement").

The Developer agrees that all Tenants shall implement a Permanent Employees Local Hiring Program ("Program"). The Term of the Program shall be the ten (10) year period commencing on the date that the first certificate of occupancy is issued by the City of Los Angeles for the Commercial Space, as defined in the Loan Agreement. The Permanent Employees Local Hiring Program shall include the following requirements:

A. Local Hiring Program

The Developer certifies and agrees that all Tenants shall implement a Local Hiring Program that shall include the following goals. These goals shall be included as a material term of any agreement between the Developer and any Tenant:
1. **Community Area and Local Resident Hiring Goal:** For each 6 month period, 50% of the work hours for each Tenant shall be performed by Community Area Residents.

To the extent that the preceding local hiring goal is not feasible, despite the Developer or Tenant's reasonable best efforts, the Tenant may fulfill the Community Area Resident Hiring Goal by filling the remaining hours with Local Residents.

Community Area Resident means an individual who is a resident of the City of Los Angeles and whose primary residence is within three miles of the Project Area's borders. The list of zip codes in which a Community Area Resident may live is included as an attachment to this exhibit.

Local Resident means an individual whose primary place of residence is within the City and is within a zip code containing at least part of one census tract with a rate of unemployment in excess of 150% of the Los Angeles County unemployment rate, as reported by the State of California Employment Development Department. The list of zip codes in which a Local Resident may live is included as an attachment to this exhibit.

2. **Local Low-Income Resident Hiring Goal:** For each 6 month period, 10% of the work hours for each Tenant shall be performed by Local Low-Income Residents. The Local Low-Income Resident hours may count towards the 50% Community Area Resident and Local Resident Hiring goals.

Local Low-Income Resident means an individual whose primary place of residence is within the City of Los Angeles and who, at the time of commencing work on a project under a Local Hiring Program either (a) has a household income of less than 50% of the Area Median Income (AMI), as defined by the State of California Housing and Community Development Department (HCD) or (b) faces at least one of the following barriers to employment: being homeless; being a custodial single parent; having a physical or mental disability; receiving public assistance; lacking a GED or high school diploma; having a criminal record or other involvement with the criminal justice system; or suffering from chronic unemployment. The status of a Local Low-Income Resident will be certified by the Qualified Recruitment Organization.

Qualified Recruitment Organization means an organization designated by the CRA/LA to assist in local hiring functions such as outreach, intake, screening, training, and/or referral. A list of Qualified Recruitment Organizations is attached to this exhibit.

The Tenant retains authority in making individual hiring decisions, and may use normal hiring practices, including interviews, to consider all referred applicants. The provisions of this Permanent Employees Local Hiring Policy do not require the Developer or Tenant to hire any person who does not have the experience and ability to qualify such person for such job.

**B. First Source Hiring Program.**

1. **Preferential Notification:** Each Tenant will notify a Qualified Recruitment Organization of job opportunities in advance of other hiring outreach efforts and provide a description of job responsibilities and qualifications, including expectations,
salary, work schedule, duration of employment, and any special requirements (e.g. language skills, drivers' licenses, etc.).

This preferential notification must be provided for a period of not less than a three (3) week period prior to commencement of the Tenant's operations. After commencement of a Tenant's operations, this preferential notification must be provided for at least a five (5) day period prior to the announcement of any job opportunity. Such preferential notification will take place throughout the Term of this Program.

2. **Initial Exclusive Hiring**: When making initial hires for the commencement of the Tenant's operations, the Tenant shall hire only Community Area, Local, or Local Low-Income Residents for a three (3) week period following the notification of job opportunities described in subparagraph B.1. above. After such period, Tenants shall make good-faith efforts to hire Community Area, Local, and Local Low-Income Residents but may hire any applicant recruited or referred through any source.

3. **Ongoing Exclusive Hiring**: When making hires after the commencement of operations, the Tenant will hire only Community Area, Local, or Local Low-Income Residents for a five (5) day period following the notification of job opportunities. After such period, Tenants shall make good-faith efforts to hire Community Area, Local, and Local Low-Income Residents but may hire any applicant recruited or referred through any source. The Tenant's obligations contained in this B.3. shall continue throughout the Term.

4. **Hiring Liaison**: Each Tenant will designate a Hiring Liaison before commencing operations covered by this Policy to act as a conduit between the Tenant and the Qualified Recruitment Organization. This Hiring Liaison will be responsible for providing to the Qualified Recruitment Organization, the Developer, and the CRA/LA all necessary documentation throughout the duration of the Project.

C. **Living Wage Program**

Where appropriate, the CRA/LA's Living Wage Policy shall apply. Living Wage reports shall be submitted to the CRA/LA every six (6) months in a format approved by the CRA/LA.

D. **Reporting.**

1. **Periodic Local Hiring Report**: Every six (6) months, a report shall be submitted to the designated staff person at the CRA/LA detailing the number of (i) Community Area Residents, (ii) Local Residents, (iii) Local Low-Income Residents, and (iv) all other City residents or non-residents that have been hired by each Tenant, the number and percentage of work hours that have been performed by each category of worker for that specific reporting period and since the inception of the project, and the total aggregate number and percentage of work hours performed by each category of worker. If requested by the CRA/LA, the Developer shall require any Tenant to provide copies of payroll records to verify the Local Hiring Report. All Local Hiring Reports should be sent to: Alexandra Paxton, Manager of Policy Analysis, CRA/LA, 354 S. Spring Street, Suite 700, Los Angeles, CA 90013.

2. The Developer and each Tenant shall make available to the CRA/LA or its authorized representative records and information requested that are relevant to
monitoring and enforcement of this Local Hiring Program. The Developer and each Tenant shall cooperate fully and promptly with any inquiry or investigation the CRA/LA deems necessary in order to monitor compliance with this Local Hiring Program, including allowing access to job sites and employees.

3. Upon request of any party to a Local Hiring Agreement, the CRA/LA Coordinator or authorized representative may administer the process of resolving alleged violations. This work may include scheduling and attending arbitration hearings, providing reports and other documents on alleged violations to the arbitrators who will hear the case, and doing other administrative tasks necessary to facilitate the quick and peaceful disposition of grievances.

E. Demonstration of Compliance

1. If the Developer has met or exceeded all Local Hiring Program goals, the Developer is in compliance.

2. If the Developer has not met or exceeded all Local Hiring Program targets but has satisfied each element of the list of activities below, the Developer is in compliance:

   i. Develop and submit CRA/LA-approved Local Hiring Plan;
   ii. Obtain Letters of Assent to the Local Hiring Program terms from each Tenant;
   iii. Work with the Recruitment Organization to encourage Tenant participation and to facilitate the success of the Permanent Employees Local Hiring Policy, by arranging meetings attended by the Developer, the Recruitment Organization, Tenants, and prospective Tenants;
   iv. Maintain detailed listings of job postings and contacts with Qualified Recruitment Organization;
   v. Maintain documentation of appropriate waiting period for requested referrals and any lack of responses;
   vi. Maintain documentation of reasons for not hiring referred candidates from target populations, if any; and
   vii. Submit accurate and timely Periodic Local Hiring and Living Wage reports.

Allow the CRA/LA monitor prompt and willing access to documentation of above activities.
F. NON-COMPLIANCE

1. The Developer shall monitor and enforce the Local Hire Program requirements imposed on all of its contractors, including withholding payments to those contractors who violate these requirements.

2. (a) In the event that the Developer is out of compliance and fails to monitor or enforce the requirements of this program against any contractor, the Developer shall be liable for the full amount of any liquidated damages, assessed at the average project wage for each hour that the project was short of the goal.

   (b) The CRA/LA and the Developer agree that injury to the CRA/LA and the public caused by non-compliance to this Local Hire Program will be difficult or impossible to accurately estimate; and that the liquidated damages specified in this Section D.2 are a reasonable estimate of the probable loss.

3. The CRA/LA may withhold monies owed to the Developer, may impose liquidated damages on the Developer in the amounts specified herein, and/or may declare the Developer and/or any of its contractors non-responsible and be debarred from further contracts for a period of two years in conformance with the CRA/LA’s Policy on Contractor Responsibility.

4. In the event the Developer disputes either the determination of non-compliance, the calculation of liquidated damages, or a declaration of non-responsibility, the Developer may appeal to a panel appointed by the CRA/LA CEO, with final appeal to the CRA/LA Board of Commissioners.

   The CRA/LA CEO shall have the authority to amend or modify provisions of this program as reasonably necessary to carry out the purpose of this Agreement and carry out the objectives of the parties.
Appendix F: Sample Public Records Requests
July 18, 2016

VIA FACSIMILE AND ELECTRONIC MAIL
Yvonne Spence, City Clerk
2600 Fresno Street
Room 2133
Fresno, California 93721
Fax: (559) 488-1005
Email: clerk@fresno.gov

Re: Public Records Act Request City of Fresno

Dear Ms. Spence:

I am writing on behalf of Tenants Together to request public records pursuant to the California Public Records Act. Govt. Code §6250 et seq. A public record “includes any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristic.” Govt. Code. §6252(e). Writing means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any form of communication or representation, including letters, words, pictures, sounds or symbols, or combination thereof, and all papers, maps, photographic films and prints, discs, drums and other documents. Govt. Code §6252(f).

We request an opportunity to inspect copies, including but not limited to electronic copies of any records maintained in electronic format, of the following public records:

1) All materials, including but not limited to, drafts, studies, budget reports, policies, correspondences, and memorandums used in developing and amending the Fresno Management of Real Property Ordinance, Article 7, Chapter 10.
2) All complaints made to the Code Enforcement Division from January 1, 2014 through the present.
3) All materials, including but not limited to, policies and memos, explaining how the Management of Real Property Ordinance, Article 7, Chapter 10, Sections 10-701-10-716, is to be enforced.
4) All notices to property owners, as described in the Fresno Municipal Code Section 10-709, from January 1, 2014 through the present.
5) All administrative citations, as described in the Fresno Municipal Code Section 10-710, issued to landlords or tenants, from January 1, 2014 through the present.
6) All appeals filed by landlords or tenants to an administrative citation issued for violating Fresno Municipal Code Section 10-708, from January 1, 2014 through the present.

Prior to copying the documents, we would like to review them after they are compiled to avoid duplication and identify those documents we wish to have copied.

As you may know, Tenants Together is a non-profit corporation with limited resources. Tenants Together is dedicated to defending and advancing the rights of California tenants to safe, decent and affordable housing. Accordingly, we request that you waive any costs associated with this Public Records Act request and/or permit Tenants Together to arrange for copying of relevant documents in order to reduce the cost of this request.

Thank you for your consideration. If you have any questions, please contact me at 213-235-2634 or mpalomares@wclp.org.

Sincerely,

Maria Palomares
January 9, 2006

U.S. Department of Housing & Urban Development
Region 9, Community Planning and Development
600 Harrison Street, Third Floor
San Francisco, CA 94107

Re: Freedom of Information Act Request

Dear Community Planning and Development:

Pursuant to the Freedom of Information Act (5 USC 552 et seq.), we request the opportunity to inspect and/or copy public records related to the County of Solano’s receipt of federal funds (including but not limited to McKinney-Vento Homeless Assistance Act funds), and the implementation of programs, for the homeless population in the County. We request inspection of the following documents:

1. Any and all documents related to the County of Solano’s Continuum of Care for FY 2005;
2. Any and all documents related to the County of Solano’s Continuum of Care for FY 2004;
3. Any and all documents related to the County of Solano’s Continuum of Care for FY 2003;
4. Any and all documents related to the County of Solano’s Continuum of Care for FY 2002;
5. Any and all documents related to the County of Solano’s Continuum of Care for FY 2001.
6. Any and all financial and performance information reports for FY 2005 related to the County of Solano’s Continuum of Care, including but not limited to any IDIS report(s) and any written request and/or response for technical assistance.
7. Any and all financial and performance information reports for FY 2004 related to the County of Solano’s Continuum of Care, including but not limited to any IDIS report(s) and any written request and/or response for technical assistance.
8. Any and all financial and performance information reports for FY 2003 related to the County of Solano’s Continuum of Care, including but not limited to any IDIS report(s) and any written request and/or response for technical assistance.

9. Any and all financial and performance information reports for FY 2002 related to the County of Solano’s Continuum of Care, including but not limited to any IDIS report(s) and any written request and/or response for technical assistance.

10. Any and all financial and performance information reports for FY 2001 related to the County of Solano’s Continuum of Care, including but not limited to any IDIS report(s) and any written request and/or response for technical assistance.

As used herein, the term “document” includes any writing containing information related to the above, including but not limited to hand and typed writings, photocopies, emails and every other means of recording upon any form of communication or representation.

Pursuant to 24 C.F.R. §15.110, Western Center on Law and Poverty is an “other requester”. We are a non-profit legal services provider which provides free civil legal services and community education to the lower income community, many of whom federal funds and programs for the homeless are principally intended to benefit. For this reason, we request, pursuant to 24 C.F.R. §15.110(h), that HUD reduce or waive any fees in connection with this request. Of course, in order to avoid any duplication or unnecessary expense, we request inspection of the documents prior to having any of the documents copied.

Thank you very much for your cooperation. I can be contacted by telephone at (510) 891-9794 ext. 125 or by email slmartinez@wclp.org.

Very truly yours,

S. Lynn Martinez
Attorney at Law
December 12, 2013

VIA FEDERAL EXPRESS AND EMAIL

Housing Policy Development
Department of Housing and Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

RE: Public Records Act Request, City of Fullerton Housing Element Update

Dear Members of the Division of Housing Policy Development:

Pursuant to the California Public Records Act (Government Code section 6250 et seq.), we request to obtain copies of the following public records regarding the City of Fullerton’s 2013 housing element update held by your agency:

1) All correspondence regarding Fullerton’s housing element update for the 2013-2021 planning period.
2) All drafts, proposed drafts, revisions, proposed revisions, and any other draft, proposed or final versions of Fullerton’s housing element update for the 2013-2021 planning period.
3) All other records, comments, templates, memoranda, inter-office correspondence, e-mails, or any other records that refer or relate to Fullerton’s housing element update for the 2013-2021 planning period.
4) All future revisions and official correspondence that refers or relates to Fullerton’s housing element update for the 2013-2021 planning period, until such time as the housing element update review is completed.
Although this letter is formulated as a formal Public Records Act request,¹ we want to work with you to ensure that we get the requested information without overburdening you. Please send the materials responsive to this request as they become available. Please send them in electronic format as provided by Government Code section 6253.9 whenever possible. To the extent any of the information we are requesting is readily available in other formats, however, or you anticipate having difficulty in compiling the requested information, please contact the undersigned, by telephone at (714) 571-5261 or via email at hturney@legal-aid.com to discuss this request.

Legal Aid Society of Orange County is a non-profit corporation with limited resources. We represent lower income residents of Orange County and provide our services free of charge. Accordingly, we request that you waive any costs associated with this Public Records Act request.

Thank you very much for your assistance and anticipated cooperation in this process. Please contact me by telephone at (714) 571-5261 or via email at hturney@legal-aid.com if you have any questions regarding this request.

Sincerely,

[Signature]

Holly Edwards
Directing Attorney
Legal Aid Society of Orange County
Direct: (714) 571-5261
hturney@legal-aid.com

¹ A public record includes any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by an state or local agency regardless of physical form or characteristics, (Govt. Code §6252(e)). Writing means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Govt. Code §6252(g)). This request also covers electronic documents, such as reports, spreadsheets, e-mails and other documents not necessarily in paper form.
Appendix G: Sample Public Comment Letter on Housing Element
September 6, 2013

Lindy Suggs, Analyst
Department of Housing and Community Development
Division of Housing Policy Development
1800 Third Street
Sacramento, CA 95811-6942

Via email to lmsuggs@hcd.ca.gov and U.S. Mail

Re: The City of Fullerton Draft Housing Element – Public Comment

Dear Ms. Suggs:

The matter of the City of Fullerton’s compliance with SB 2 in planning for shelters within the City recently came to our attention. Western Center represents low-income Californians including Orange County and Fullerton residents, to advance their rights to housing and shelter. This letter and attached memorandum are offered as comments on the City of Fullerton’s draft housing element update (DHE) submitted to HCD on July 12, 2013 and currently in review. We apologize that it was not possible to provide comments to your office earlier. Nevertheless, because we have concluded the concerns are serious, request that HCD give the comments herein your consideration.

We focus our comments on the deficiencies of the DHE with regard to compliance with Senate Bill 2, effective in 2008 and codified as California Government Code Section 65583 et seq.¹ Specifically, the DHE in violation of SB 2 and sections 65583(a)(4), (a)(5), (a)(7), and (c) – (1) relies on insufficient data to find an over 300% drop in the needs for emergency shelter from 2010 to 2013, (2) fails to analyze the governmental constraints imposed by its zoning for emergency shelters, and (3) fails to include appropriate programs to remove these constraints and ensure adequate zoning for emergency shelters by right in compliance with SB 2. Although Fullerton’s draft asserts in general terms that the City completed the zoning required by their current housing element and SB 2, the available sites are not shown to be sufficient, and the development standards are too restrictive to comply with state law. Unfortunately, some Fullerton residents’ lack of good faith toward the City’s homeless residents may be reflected in the

¹ Unless otherwise stated, all statutory sections refer to the California Government Code.
City’s concurrent decision to reject the unanimous recommendation of its Planning Commission by refusing a joint agreement with the County for a needed year-round multi-service homeless shelter.

To ensure substantial compliance with state law and SB 2, the DHE should be revised:

(1) adequately and credibly assess the year-round needs of its homeless residents,
(2) analyze the constraints imposed by its zoning requirements for emergency shelters, and
(3) include a program to, within one year, establish true “by right” zoning with sufficient capacity to meet the needs for emergency shelters as required by section 65583(a)(4)(A).

The legislature, in enacting SB 2, found that there is a “need for every city and county to plan for the location of adequate emergency shelters,” and “in order to ensure access to services in every city and county for homeless individuals it is important that cities and counties plan for these services to address the special needs and circumstances of this threatened population,” and “[i]t is the responsibility of cities and counties to plan and identify areas for emergency shelters.” Senate Bill No. 2, Chapter 633 (filed October 13, 2007), Section 1.

As authorized by section 65585, we urge HCD to find that Fullerton’s draft is not in substantial compliance with state housing element law due to its failure to assess the needs, ensure access to services, and adequately plan for emergency shelters for its homeless residents in accordance with SB 2. Our concerns are set forth in greater detail in the attached memorandum.

If you have any questions, or if I can provide further information, please contact me at (213) 235-2617 or shaffner@wcip.org.

Sincerely,

[Signature]

Stephanie E. Haftner
Attorney at Law

cc. Fullerton City Attorney
   Fullerton City Council
   Legal Aid Society of Orange County

Enc. Memorandum of Concerns
   Ex. A. Ordinance 3189 (adopted May 21, 2013)
Memorandum of Concerns with Fullerton Draft Housing Element (DHE) (version submitted July 12, 2013)

1. The Draft does not adequately quantify the total need for shelter services over the planning period

By relying on insufficient data, the DHE’s estimated homeless population dropped by over 300% from 2010 to 2013, from 1,113 persons in 2010 to just 319 today. Fullerton’s draft update offers no explanation for this dramatic decline.

The DHE must analyze the special needs of persons in need of emergency shelter, which “shall be assessed based on annual and seasonal need.” Cal. Govt. Code §65583(a)(7)¹ (emphasis added). As HCD’s Senate Bill 2 guidance memorandum points out, “Resources to identify and analyze homeless needs, include consolidated plans, continuum of care plans, 10 Year Plans to End Chronic Homelessness, [and] local service providers” such as homeless shelters, food programs, mental health departments, churches and schools, among others. Memorandum from Cathy E. Creswell to Planning Directors and Interested Parties, re Senate Bill 2 (updated April 10, 2013) (“SB 2 Guidance Memo”) at 7.

The City of Fullerton Housing Element adopted March 2, 2010 for the 2006-2014 planning period states that “there are an estimated 1,113 persons in need of shelter in Fullerton on an annual basis.” City of Fullerton, General Plan Housing Element (“2010 HE”) at 2-38. Its count was based on the 2007 Point-in-Time County estimate of 27,732 incidents of homelessness over a 12-month period, conversations with homeless service providers, and 871 unduplicated clients at the National Guard Amory cold-weather shelter within the year. Id. Based on the annual need and the number of beds available in Fullerton (240), the 2010 Housing Element stated a “remaining need for approximately 873 shelter beds.” Id. at 3-17.

The DHE, on the other hand, asserts that “319 persons is assumed to be a reasonable estimate of the total homeless population in Fullerton.” This dramatically lower estimate is based upon the January 2011 Point-in-Time survey estimating 6,939 homeless persons at the time of the survey, without regard to year-round need. DHE at 2-51. The only other source relied on is “a recent Police Department estimate of 300 homeless persons in Fullerton.” Id. Other than the Fullerton police, no other community source is cited to assess the need. Id. The DHE goes on to state that there are one emergency shelter and three transitional shelters located in Fullerton, providing a total of 240 beds. DHE at 2-52. The DHE deletes the 2010 housing element detailed description

¹ Statute sections refer to the California Government Code unless otherwise noted.

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of the 240 beds, including the fact that the largest—the Armory—is only a cold-weather shelter. DHE at 3-14 to 3-17. And, the DHE fails to assess the relationship between available beds and year round need.

Fullerton is aware that it has other available sources of information to assess year round need. It did not consult with homeless service providers consulted for the 2010 housing element. Moreover, in addition to the sources recommended in the HCD SB 2 guidance memo, we are informed that several commissions were engaged after the fatal police beating of Kelly Thomas, a homeless man, including the Fullerton Task Force on Homelessness and Mental Health Services and the North County Roundtable on Homelessness.2

The DHE thus fails to comply with section 65583(a)(7)'s mandate to assess the annual and seasonal need for emergency shelter within the City. The DHE should be found out of compliance until the need is adequately addressed.

2. The DHE's analysis of governmental constraints fails to address Fullerton's failure to accomplish zoning for emergency shelters that complies with SB 2.

The DHE must include an "analysis of potential and actual governmental constraints" on the development of emergency shelters, and demonstrate local efforts to remove those constraints to meeting the need for emergency shelters. §65583(a)(5). Moreover, unless they can demonstrate that current shelters can accommodate the jurisdiction's need, state law requires municipalities to identify at least one zone to permit emergency shelters without a conditional use permit or other discretionary action. §§65583(a)(4)(A), (a)(4)(C). In such "by right" zones, emergency shelters can only be subject to development standards that apply to residential or commercial within the same zone. §65583(a)(4)(A).

The DHE, however, fails to comply with State Housing Law because it does not analyze the governmental constraints imposed by changes to its municipal code adopted May 21, 2013 through Ordinance 3189 (attached here as Exhibit A). DHE at 3-14 to 3-17. As set forth below, Ordinance 3189 imposes criteria in its "by right" zone that violate the standards for such zones by imposing impermissible "location criteria" and requiring

2 Although the City disapproved it, the staff report recommending that Fullerton participate in a year-round homeless shelter and multi-service shelter reference as sources of information the Fullerton Task Force on Homelessness and Mental Health Services, the North County Roundtable on Homelessness, and numerous knowledgeable stakeholders including the Commission to end Homelessness, homeless shelter and service providers, faith based organizations, and the Orange County Congregation Community Organization. City of Fullerton, Parks and Recreation Department, Staff Report regarding Proposed OC Emergency Homeless Shelter Multi-Jurisdictional Agreement (June 18, 2013), Draft Agreement, paragraphs E, F and G, available at http://www.cityoffullerton.com/webfiles/1/doc/520126/Page1.aspx (last visited September 4, 2013).

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impermissible discretionary approvals, thereby directly discouraging rather than facilitating development of emergency shelters.

a. Background — Fullerton’s 2010 Housing Element promises to implement SB 2’s “by right” zoning to meet the needs of its residents but Fullerton’s late effort fails

Policy Action 4.4 sought to revise the Fullerton Municipal Code (“FMC”) to comply with SB 2 by amending higher density residential zones (or other suitable zones with sufficient capacity) to permit emergency shelters without discretionary approvals, with sufficient capacity to meet the local need. 2010 HE at 4-18. The 2010 element determined that the “R-3, R-4, and R-5 zones ... have sufficient capacity and are suitable zones for shelters” because “they are located primarily along major arterials and in close proximity to public transit,” and “are also located within walking distance of retail and service areas.” 2010 Element at 2-15. Fullerton was to implement its rezone within one year of the final Element, or by March 2, 2011. 2010 HE at 4-19.

Ordinance No. 3189 amends the Fullerton Municipal Code (FMC) sections 15.04.040, 15.30.03.A, 15.40.020.A, and 15.55.020. The amendments added emergency shelters and multiservice centers for the homeless as permitted uses, without need for a conditional use permit, in commercial zone classifications C-M (Commercial, Manufacturing) and industrial zone classifications M-P (Manufacturing Park) or M-G (Manufacturing, General). Ex. A at 2-3. In addition, Ordinance No. 3189 added a new subsection G to section 15.55.020 of the FMC, which imposes additional location restrictions and discretionary criteria for emergency shelters in these zones. Ex. A at 4-6.

Section 65583(a)(4) allows local governments to apply certain “written, objective standards” to emergency shelters within permitted zones, including “only”: 1) a maximum number of beds or persons permitted to be served nightly by the facility, 2) off-street parking based on demonstrated need if comparable to other uses in the same zone, 3) size and location of exterior and interior onsite waiting and client intake areas, 4) the provision of onsite management, 5) the proximity to other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart, 6) length of stay, 7) lighting, and 8) security during hours that the emergency shelter is in operation. §65583(a)(4)(A) (emphasis added).

The FMC, however, includes additional location criteria and a nonobjective discretionary police department approval of a management plan. FMC 15.055.020.G(1)(f)(ii), (1)(g), Ex. A at 4-5. FMC Section 15.55.020.G(1)(f)(ii), adds the following “location criteria:”

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A minimum of one quarter mile (1,320 feet) from any residential property designated by the Fullerton Plan for residential use, including residential within a mixed use development, accredited K-12 school or public park, as measured from the property line of the shelter/multiservice center site to the property line of the nearest residential, accredited school, or public park use as described herein.

Ex. A at 4. In addition, shelters in the permitted zones must submit a “Site Management Plan” for review and approval by the Community Development Director in consultation with the Chief of Police, and any changes to the plan are also “subject to review and approval.” FMC Section 15.55.020.G(1)(g), Ex. A. at 4-5. This discretionary Management Plan must address matters such as “[p]rovisions for separation of sleeping areas for males, females and family units,” “[p]lan for extending and receiving communications with neighbors, City staff, and general public,” and “ratio of staff to clients.” Ex. A. at 5.

Thus, although Ordinance 3189 purports to implement SB 2, it does not succeed in doing so. Where state law strictly limits the conditions that may be imposed on “by right” zones for emergency shelters, Fullerton has imposed an unauthorized condition — location distant from any residence (including in a mixed use development), school, or park. And it has imposed an unauthorized discretionary review of the management plan. These provisions fail to comply with state law, section 65583(a)(4)(A).

b. Although Ordinance 3189’s “location requirement” and discretionary approvals mean that it does not comply with SB 2’s “by right” zoning for emergency shelters, the Draft does not analyze this constraint or other constraints imposed by its location restrictions.

The DHE describes the above conditions for “by right” zoning at Chapter 3, page 14, which states: “Emergency shelters and multi-service centers are permitted in those portions of the M-P, M-G and C-M zones that are located at least 1,320 feet from areas designated in The Fullerton Plan for residential use, accredited school or public park” and also acknowledges the required Site Management Plan.

However, the DHE does not “demonstrate” that these provisions “are objective and encourage and facilitate the development of, or conversion to, emergency shelters.” §65583(a)(4)(A). Nor does it demonstrate that the development standards are equivalent to those standards that apply to commercial development within the same area. Id., DHE

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at 3-14 to 3-17. The DHE does not analyze the constraints imposed by Ordinance 3189. DHE at 3-14.

   i. Sites for shelters are not shown to be adequate

   Although it asserts that the available parcels are sufﬁcient to accommodate the City’s unmet need, the DHE provides little additional information to support its assertion that adequate sites are available to meet the shelter need — beyond the number of parcels and acreage. The available acreage calculations show that generally only very small parcels are available, and they fail to take into account such factors described in the 2010 Element as proximity to transportation, shopping and services. DHE at 3-14; 2010 HE at 3-15. Thus, without further analysis, the DHE does not show that adequate sites are available to meet emergency shelter needs.

   The location requirement, in addition to not meeting state law criteria for a “by right” zone, also appears to make only very small sites available, with one exception. The DHE states, “Eligible sites include 61 parcels encompassing a total of 69 acres and ranging in size from approximately .1 to 35 acres.” DHE at 3-14. Taking out the 35 acre site, eligible sites would include 60 parcels encompassing a total of 34 acres — on average less than .5 acres per site. The DHE does not identify the small available acreage per parcel as a constraint, nor explain how small sites are developable. Further, as set forth above, it is silent as to other factors relating to suitability such as proximity to transportation, shopping and services. Id.

   In addition, because, as set forth above, Fullerton’s assessment of the need for shelters fails to meet state law criteria, its assessment of adequate sites should be revisited once it has more appropriately assessed the need.

   Thus, the DHE fails to adequately analyze the “potential and actual constraints” on the provision of emergency shelters, in violation of Section 65583(a)(5).

3. The DHE does not substantially comply with state law because it does not include programs to comply with section 65583(a)(4).

   Because Ordinance 3189 fails to meet state law criteria, the DHE does not substantially comply with state law until it includes a program, within one year, to amend its zoning ordinance to meet the requirements for zoning for emergency shelters. §65583(a)(4)(A) (“the local government shall include a program to amend its zoning ordinance to meet the requirements ... within one year of the adoption of the housing element). The draft, however, includes no such program. DHE at 4-18 to 4-19. The

Memorandum of Concerns with Fullerton Draft Housing Element
Western Center on Law & Poverty, September 6, 2013
draft does not substantially comply with state law until a program is included to remove this constraint. §§65583(a)(4)(A), (c).

Indeed, the DHE does not even explain with any specificity how it will meet the shelter needs that it documents beyond a general goal to “facilitate the establishment” of shelters. DHE at 4-18 to 4-19. The DHE states that there are 240 beds at existing shelter facilities, yet does not offer a credible plan for providing for the remaining 80 people in need of shelter at any given point in time that it identifies (and, as set forth above, grossly undercounts), in violation of §65583(c).

4. Fullerton inaccurately reports it has implemented SB 2 rezoning

As set forth above, Ordinance 3189 does not comply with SB 2. Nevertheless, the Review of Housing Element Past Performance states “a zoning ordinance amendment was adopted in 2013 consistent with SB2.” DHE, Appendix A-12. Thus, the review of past performance does not accurately reflect the City’s past performance.

The past performance review further states, “The City is concurrently working cooperatively with the County of Orange to locate a multi-service emergency shelter within the City.” DHE, Appendix A-12. However, although the Planning Commission unanimously approved a proposed project for a multi-jurisdiction shelter, the City of Fullerton on June 18, 2013 rejected that proposal. 3

5. City of Fullerton demonstrated its resistance to the creation of emergency shelters by voting against the development of a year-round emergency shelter on June 18, 2013

In January 2013, the County of Orange Board of Supervisors unanimously voted to approve the purchase of a property located at 301 South State College Blvd. in Fullerton (zoned C-M), to be used for the development of a year-round emergency shelter. The shelter would replace the current Fullerton Armory Emergency Shelter site, which does not operate on a year-round basis and is the only emergency shelter in the City of Fullerton (see DHE, page 2-52). Pursuant to section 65583(d), the County of Orange and the City of Fullerton considered entering into a multi-jurisdictional agreement for the development of the shelter. The City of Fullerton, however, put the proposed agreement for the development of the emergency shelter to a vote during a City

3 The staff report in support of the shelter project is found here:
http://www.cityoffullerton.com/webfiles/1/doc/520622/Page1.aspx (last visited September 4, 2013). Minutes to the council meeting when the project was rejected are found here:
Council meeting on June 18, 2013. During that meeting, the City Council voted against approving the proposed agreement for the development of the emergency shelter.

The City Council's failure to approve the proposed development of the shelter further demonstrates a lack of commitment to solving the problem of homelessness in the City of Fullerton. That lack of commitment is evident throughout the DHE.

6. Conclusion

For all of the foregoing reasons, we urge the HCD to find the City of Fullerton's draft housing element not in substantial compliance with state law.
EXHIBIT A

EXHIBIT A
THE FOLLOWING ORDINANCE WHICH AMENDS
THE FULLERTON MUNICIPAL CODE HAS BEEN
ADOPTED BY THE CITY COUNCIL BUT IS NOT
YET INCLUDED IN THE ON-LINE MUNICIPAL CODE

ORDINANCE NO. 3189

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FULLERTON, CALIFORNIA, AMENDING FULLERTON MUNICIPAL
CODE SECTION 15.04.040 - DEFINITIONS; TABLE 15.30.03.A -
PERMITTED USES IN COMMERCIAL ZONE CLASSIFICATIONS; TABLE
15.40.020.A - PERMITTED USES IN INDUSTRIAL ZONE
CLASSIFICATIONS; SECTION 15.55.020 - SPECIAL USES PERMITTED
WITH PROVISIONS FOR THE PURPOSE OF DEFINING AND CREATING
STANDARDS RELATED TO EMERGENCY SHELTERS AND
MULTISERVICE CENTERS FOR HOMELESS
ORDINANCE NO. 3189

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, AMENDING FULLERTON MUNICIPAL CODE SECTION 15.04.040 - DEFINITIONS; TABLE 15.30.03.A - PERMITTED USES IN COMMERCIAL ZONE CLASSIFICATIONS; TABLE 15.40.020.A - PERMITTED USES IN INDUSTRIAL ZONE CLASSIFICATIONS; SECTION 15.55.020 - SPECIAL USES PERMITTED WITH PROVISIONS FOR THE PURPOSE OF DEFINING AND CREATING STANDARDS RELATED TO EMERGENCY SHELTERS AND MULTISERVICE CENTERS FOR HOMELESS

PRJ13-00080 - LRP13-00006

APPLICANT: CITY OF FULLERTON

WHEREAS, State Law includes many statutes pertaining to housing to address a broad range of housing needs throughout the State of California. Homelessness is one such housing need that affects people of all races, gender, age and geographic location, with an estimated 360,000 homeless individuals and families in California. The 2011 Orange County Point in Time Count and Survey determined that over 18,000 people become homeless in Orange County each year; and

WHEREAS, in order to assure access to services in every city and county for homeless individuals and families, the State has found that it is the responsibility of cities and counties to plan for and identify areas for emergency shelters, as part of their planning processes. The state directs cities and counties to locate emergency shelters at locations determined appropriate in their own communities; and

WHEREAS, the State Legislature adopted Senate Bill 2, Chapter 633 Statutes of 2007, which requires, in part, cities and counties to identify one or more zoning districts in which emergency shelters are allowed as a permitted use, without discretionary action. Furthermore, said zoning district(s) shall have the capacity to accommodate the identified year round and seasonal need for emergency shelter; and

WHEREAS, the County of Orange also recognizes the need to shelter its homeless population, and in 2010 adopted a Ten-Year Plan to End Homelessness (the “Plan”) as recommended by the Orange County Commission to End Homelessness; and

WHEREAS, in September 2011, the Fullerton City Council established the Fullerton Task Force on Homelessness and Mental Health Services. The task force was charged with five duties, all focusing on improving the resources and services available in Fullerton for mentally ill and homeless members of the community; and
WHEREAS, based on issues which include, but are not limited to, traffic, noise and air quality, the establishment of emergency shelters and multi-service centers in industrial zones is not inconsistent with those zones such that the establishment of emergency shelters and multi-service centers in those zones will not detrimentally impact the neighboring industrial properties. The City Council therefore finds that the M-P, M-G and C-M zones are suitable zones for emergency shelters; and

WHEREAS, the City Council and Planning Commission, after due notice thereof, duly held public hearings on said application; and

WHEREAS, the City of Fullerton has prepared an Initial Study and Negative Declaration pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15070, and in conformance with the Local CEQA Guidelines concludes that there is no substantial evidence of a fair argument that that emergency shelters and multi-service centers may significantly impact the environment; and

WHEREAS, the City is cognizant of the fact that, under State law, a County can establish a land use on property it owns within the jurisdiction of a city without complying with the city's zoning regulations. In an effort gain some input and control of the establishment of an emergency shelter and multi-service center on County owned land within the City, the City has chosen to incentivize the County to enter into an enforceable multi-jurisdictional agreement with the City.

NOW THEREFORE, The City Council of the City of Fullerton does hereby Ordain as follows:

SECTION 1: Fullerton Municipal Code (FMC) Section 15.04.040 is hereby amended by adding or, where appropriate modifying the following definitions in their appropriate alphabetical location:

**EMERGENCY SHELTER FOR HOMELESS** means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less, and where shelter is provided on a first-come-first-served basis. No individual or household may be denied emergency shelter because of an inability to pay. Temporary shelters established in response to an emergency or disaster (such as flood, fire or cold-weather occurrences), or temporary shelters ancillary to a church use do not fall within this definition.

**MULTISERVICE CENTER FOR HOMELESS** means a site which is operated under the auspices of a governmental or non-profit agency, pursuant to a County or regional plan to end homelessness, for the purpose of bringing together essential services to meet the needs and development of homeless clients. Multiservice Center operations shall include intake, assessment, and individualized case management services for homeless clients. Services provided shall address basic and immediate necessities, such as overnight shelter, showers, food, medical attention and mental health services, as well
as higher level needs including, but not limited to, computer access, job training and placement, life skills coaching and legal assistance. Housing would be available for up to six months, until a transitional or permanent housing option would be available.

**RELIGIOUS INSTITUTION** means an establishment the principal purpose of which is religious worship and for which the primary space is a sanctuary. Religious activities and services held in the sanctuary are conducted at scheduled times and in an organized fashion. The establishment may also include accessory facilities in the same or separate building including classrooms, assembly rooms, restrooms, kitchen, library or reading room, emergency shelter for 12 or fewer homeless individuals and a one-family dwelling unit for use by the titular head of the institution. Facilities for uses that have been defined separately in the Code, such as a day nursery, private school, community/social service or a human service agency, are not considered an inherent part of this establishment.

**SECTION 2:** Table 15.30.030.A, is hereby amended by adding the following to the Permitted Uses in Commercial Zone Classifications in the appropriate alphabetical order:

<table>
<thead>
<tr>
<th>Use</th>
<th>Additional Requirements</th>
<th>Zone Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Shelter for Homeless</td>
<td>See 15.55.020.G.</td>
<td>O-P C-1 C-2 C-3 C-H C-M</td>
</tr>
<tr>
<td>Multiservice Center for Homeless</td>
<td>See 15.55.020.G.</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 3:** Table 15.40.020.A, hereby amended by adding the following to the Permitted Uses in Industrial Zone Classifications (as Non-Classified Uses) in the appropriate alphabetical order:

<table>
<thead>
<tr>
<th>Non-Classified Uses</th>
<th>M-P or M-G Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Shelter for Homeless (pursuant to Section 15.55.020.G of this Title)</td>
<td>X</td>
</tr>
<tr>
<td>Multiservice Center for Homeless (pursuant to Section 15.55.020.G of this Title)</td>
<td>X</td>
</tr>
</tbody>
</table>
SECTION 4: A new subsection "G" is hereby added to section 15.55.020 to read in its entirety as follows:

15.55.020.G Emergency Shelter for Homeless or Multiservice Center for Homeless

1. Where permitted, Emergency Shelters and Multiservice Centers for Homeless shall be in accordance with the following criteria:

a. A maximum of 50 beds or persons may be served nightly.

b. Facility shall comply with the development standards of the zone in which it is located, except as provided in Section 15.55.020.G.1.

c. Off-street parking shall be provided on the basis of one space per staff person on site during the peak time of shelter operation, plus one space per each 15 beds. A covered and secured area shall also be provided for bicycle parking, commensurate with the demonstrated need.

d. Client waiting and intake areas shall be screened from the public right of way, and shall be of sufficient size to accommodate all persons waiting to be let in.

e. The length of stay of an individual client shall not exceed six months within a twelve month period; days of stay need not be consecutive.

f. Location criteria:

i. There shall be a buffer of at least 250 feet from any other emergency shelter or multiservice center, as measured from the property line of one site to the nearest property line of the other.

ii. A minimum of one quarter mile (1,320 feet) from any residential property designated by The Fullerton Plan for residential use, including residential within a mixed use development, accredited K-12 school or public park, as measured from the property line of the multiservice center site to the property line of the nearest residential, accredited school, or public park use as described herein.

g. An applicant or operator shall submit a Site Management Plan for review and approval by the Community Development Director in consultation with the Chief of Police at the time the project is proposed,
prior to issuance of permits. Management Plan shall address the following issues consistent with best practices:

i. Hours and days during which the shelter will be open; shelters open more than 12 hours per day shall provide homeless support services;

ii. List of the services to be provided;

iii. Measures to ensure that waiting and intake areas (as required in 15.55.020.G.1.d above) are effectively utilized to minimize clients congregating or loitering elsewhere onsite or offsite in project vicinity prior to admittance;

iv. Procedures for redirecting those clients seeking admittance who cannot be accommodated by the facility;

v. Provisions for separation of sleeping areas for males, females and family units;

vi. Plan for litter and trash removal attributable to clients, onsite and within the project vicinity, in a timely manner;

vii. Plan for extending and receiving communications with neighbors, City staff, and general public;

vii. Ratio of staff to clients;

ix. Security plan for operating and non-operating hours, both onsite and offsite in the shelter and its vicinity, including secured access; screening and admittance of clients; compliance with Fullerton Municipal Code Chapter 7.150; nighttime illumination of site; prohibitions against weapon possession, violent or criminal activity and use of alcohol or narcotics on the property; and establishing procedures for responding to emergencies and incidents, including expelling clients from the facility;

x. Provisions for offering services to veterans;

xi. Changes to the Management Plan shall be subject to review and approval by the City of Fullerton Community Development Director in consultation with the Chief of Police.

h. Any emergency shelter or multi-service center proposed within the RPZ or APZ for Fullerton Municipal Airport shall comply with all applicable standards set forth in the Airport Environments Land Use Plan for Fullerton Municipal Airport (AELUP) as adopted by the Orange County Airport Land Use Commission.

i. Any emergency shelter or multi-service center proposed within the 65 dB CNEL noise contour for Fullerton Municipal Airport shall be subject to review by the Orange County Airport Land Use Commission and shall be required to ensure interior noise levels from aircraft operations are at or below 45 dB CNEL.
2. Emergency Shelters for and Multiservice Centers for Homeless are encouraged to incorporate the following features:
   a. Facilities for cooking and eating
   b. Outdoor areas for activity or dining use
   c. Laundry facilities available for use by clients
   d. Secured storage space, out of public view, for client belongings
   e. Located within one-half mile of a transit stop
   f. Showers

3. Emergency Shelters and Multiservice Centers for Homeless in zones in which they are permitted and not meeting one or more of the criteria outlined above shall be subject to a conditional use permit in accordance with Section 15.70 of this title.

4. Emergency Shelters or Multiservice Centers for Homeless that are subject to a multi-jurisdictional agreement, pursuant to California Government Code Section 65583(d), shall be considered a permitted use even if inconsistent with the criteria in 15.55.020.C.1 above, provided the agreement includes standards and operational criteria acceptable to the City, that are considered during a public process for which public notice, pursuant to Section 15.76.040.B, has been provided.

5. The permit processing, development, and management standards applied under this paragraph shall not be deemed to be discretionary acts within the meaning of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

ADOPTED BY THE FULLERTON CITY COUNCIL ON JUNE 4, 2013.

Bruce Whitaker, Mayor

ATTEST:

Lucinda Williams, City Clerk

June 10, 2013
STATE OF CALIFORNIA )
COUNTY OF ORANGE ) SS
CITY OF FULLERTON )

ORDINANCE NO. 3189

I, Lucinda Williams, City Clerk and ex-officio Clerk of the City Council of the City of Fullerton, California, hereby certifies that the whole number of the members of the City Council of the City of Fullerton is five; and that the above and foregoing Ordinance No. 3189 had first reading by title only, introduction, and further reading waived at the May 21, 2013 City Council regular meeting and was adopted at the June 4, 2013 City Council regular meeting by the following vote:

COUNCIL MEMBER AYES:       Chaffee, Flory, Fitzgerald
COUNCIL MEMBER NOES:        Whitaker
COUNCIL MEMBER ABSTAINED:    None
COUNCIL MEMBER ABSENT:       Sebourn

[Signature]
Lucinda Williams, City Clerk
Exhibit B
September 10, 2013

Joan Wolff, Planning Manager
City of Fullerton
303 West Commonwealth Avenue
Fullerton, CA 92832

Dear Ms. Wolff:

RE: Review of the City of Fullerton’s 5th Cycle (2013-2021) Draft Housing Element

Thank you for submitting Fullerton’s draft housing element received for review on July 12, 2013, along with additional revisions received on August 9, September 4 and 6, 2013. Communications with you and Mr. John Douglas, the City’s consultant, facilitated the review. Pursuant to Government Code Section 65585(b), the Department is reporting the results of its review. The Department received subsequent revisions September 9, 2013 but was unable to fully consider these revisions prior to the statutory due date of September 10, 2013.

Pursuant to Government Code Section 65585(c), the Department received comments from the Western Center on Law and Poverty and Kennedy Commission on September 5 and September 9 respectively, but was unable to fully examine the information and consider the comments as part of this review. Consequently, the Department will retain the comments for full consideration in the next review of the housing element.

The draft element addresses many statutory requirements; however, revisions will be necessary to comply with State housing element law (Article 10.6 of the Government Code). The enclosed Appendix describes these and other revisions needed to comply with State housing element law.

Please note, to remain on an eight year planning cycle, pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) the City must adopt its housing element within 120 calendar days from the statutory due date of October 15, 2013 for SCAG localities. If adopted after this date, the City will be required to revise the housing element every four years until adopting at least two consecutive revisions by the statutory deadline (Government Code Section 65585(e)(4)). For additional information on housing element adoption requirements, please visit the Department’s website at: https://www.hcd.ca.gov/hcd/hec/plan/he/he_review_adoptionsteps110812.pdf.
The Department is pleased to inform the City that prior 4th cycle housing element compliance meets one of the threshold requirements of the Housing-Related Parks (HRP) Program which rewards local governments for approving housing affordable to lower-income households. The HRP Program, funded by Proposition 1C, provides grant funds to eligible local governments for every qualifying unit permitted since 2010. Grant awards can be used to fund park-related capital asset projects. More specific information about the Program is available on the Department’s website at http://www.hcd.ca.gov/hcd/hrp/.

The Department is committed to assisting Fullerton in addressing all statutory requirements of housing element law. If you have any questions or need additional technical assistance, please contact Lindy Suggs, of our staff, at (916) 263-7433.

Sincerely,

Glen A. Campora
Assistant Deputy Director

Enclosure
The following changes would bring Fullerton's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on the Department's website at www.hcd.ca.gov/hpd. Among other resources, the Housing Element section contains the Department's latest technical assistance tool, Building Blocks for Effective Housing Elements (Building Blocks), available at www.hcd.ca.gov/hpd/housing_element2/index.php and includes the Government Code addressing State housing element law and other resources.

A. Housing Needs, Resources, and Constraints

1. Include an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites (Section 65583(a)(3)). The inventory of land suitable for residential development shall be used to identify sites that can be developed for housing within the planning period (Section 65583.2).

The City has a regional housing need allocation (RHNA) of 1841 housing units, of which 710 are for lower-income households. To address this need, the element relies on sites located in the Fullerton Transportation Center Specific Plan (FTCSP) area. To demonstrate the adequacy of these sites and strategies to accommodate the City's RHNA, the element must include complete analyses:

Sites Inventory: The element did not address this requirement. At a minimum, the element must be revised as follows:

- Each parcel in the inventory of sites must be listed individually.
- Table B-5 must be revised to include the geographical area of each site (i.e. MU-A, MU-B, or MU-C) to indicate the allowable uses and density ranges.

Suitability of Non-Vacant Sites: While the element provides very general descriptions of existing uses on non-vacant and underutilized FTCSP sites (Table B-5), it must also demonstrate the potential for redevelopment and evaluate the extent to which existing uses may impede additional residential development. For example, one site indicates an existing use of a fire station, while others list uses such as office and retail. The element, however, provides no information about the appropriateness of these sites or the potential for the uses to be discontinued. The element could consider including an analysis similar to what was used in the previous element (see page B2-3). For more information, refer to the sample analysis on the Building Blocks website at: http://www.hcd.ca.gov/hpd/housing_element2/61A_zoning.php#nonvacant.

Emergency Shelters: The element notes the City revised its zoning code in 2013 to allow emergency shelters by-right in sections of the M-P, M-G, and C-M zones (page 3-14). However, to demonstrate compliance with Chapter 633, Statutes of 2007 (SB 2), the element must also include an analysis of the suitability and appropriateness of the identified area for the development of emergency shelters.
by-right. In addition, while the element states eligible sites include 61 parcels encompassing a total of 69 acres ranging in size from 0.1 to 35 acres (page 3-14), it does not describe typical parcel size and characteristics to demonstrate their suitability for the development of emergency shelters. For example, typical emergency shelters include 40 to 60 beds. The element should expand upon the description of the parcel sizes to demonstrate their potential to fully accommodate the City's need. The element must also evaluate the requirement that shelters be located at least 1,320 feet from residential areas, schools, and public parks as a potential constraint to the development of emergency shelters.

**Transitional and Supportive Housing:** Transitional and supportive housing must be permitted in all zones allowing residential uses and not be subject to any restrictions (e.g., occupancy limit) not imposed on similar dwellings (e.g., single family, multifamily) in the same zone. For example, transitional housing as a multifamily use in a multifamily zone must be permitted in the same manner as multifamily in the same zone. Likewise, supportive housing as a single family use in a single family zone must be permitted in the same manner as a single family use in the same zone. Fullerton's zoning appears inconsistent with this requirement. As a result, the element must include an analysis and programs, as appropriate, to address the potential constraint in compliance with Section 65583(a)(5). Specifically, as noted in the element (page 3-4), transitional and supportive housing appear to only be permitted in some of the zones which allow for residential uses. However, as described above, transitional and supportive must be permitted in all zones allowing residential uses, including any mixed-use, commercial or specific plan areas.

**C. Housing Programs**

1. **Identify adequate sites which will be made available through appropriate zoning and development standards and with public services and facilities needed to facilitate and encourage the development of a variety of types of housing for all income levels.** Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, the program shall provide for sufficient sites with zoning that permits owner-occupied and rental multifamily residential use by right, including density and development standards that could accommodate and facilitate the feasibility of housing for very low- and low-income households (Section 65583(c)(1)).

As noted in Finding A-1, the element does not include a complete site analysis and, therefore, the adequacy of sites and zoning was not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types. In addition, the element should be revised as follows:
Policy Action 1.1: Provision of Sites for Housing Development: As noted in the element, the City did not fully implement the required rezone program from the previous planning period. While the City rezoned approximately 39 acres of land in the FTCSP for higher density mixed-use development by right, none of the FTCSP sites are designated exclusively for residential uses as required by Government Code Section 65583.2(h). In the prior planning period, the City identified a shortfall of 647 units of which 324 units were to be accommodated on sites designated as exclusively residential. The City has included Policy Action 1.1 to fully address the statutory requirement of 65583.2(h) and (i), through the rezoning additional sites for exclusively residential uses. The proposed program, however, must indicate the candidate rezone site(s), total acreage, proposed zoning and a program implementation date no later than one year from the beginning of the 5th cycle planning period (October 15, 2014) pursuant to Chapter 614, Statutes 2005 (AB 1233).

In addition, the City should include a program commitment to evaluate the appropriateness and continued availability of identified parcels within the M-P, M-G and C-M zones in accommodating and facilitating the City's identified need for emergency shelters by-right.
Appendix H: Sample Citizen Participation Plan
I. Overview

The City invites comments from its citizens on critical planning issues and decisions for the CDBG and HOME Programs. The City commits to provide the general public and interested and affected persons with ample notification of these critical actions and ample time to comment. Meetings will take place at City Hall or other accessible locations in the community.

At a minimum, the Citizen Participation Plan shall apply to the following: (1) the Consolidated Plan, (2) the Annual Plan, (3) Performance Reports, and (4) substantial amendments to these documents.

The City will prepare a Five Year Consolidated Plan. The City may prepare an Annual Plan each fiscal year or the City may prepare multiple Annual Plans in one fiscal year.

Performance Reports shall be prepared as required by the U.S. Department of Housing and Urban Development (HUD) and shall also be subject to the provisions of the Citizen Participation Plan.

The City may consider substantial amendments to any of these plans or documents. In such cases, the City will invite public comments.

The subsequent sections of the Citizen Participation Plan address the specifics of how and when the public will be notified, how they may provide comments, how long they will have to comment, and where documents will be available.

II. Public Hearings

A. Consolidated Plan

Every five years, the City shall conduct at least two public hearings on its Consolidated Plan. The public hearings may be conducted by the Community Development Commission and/or the City Council. The first public hearing shall be conducted to receive input and comments on the City’s needs and priorities. This input shall be considered by the City in the development of the Consolidated Plan.
The second public hearing shall be conducted after the City has prepared a draft of the Consolidated Plan. The purpose of the public hearing shall be to receive comments and input on the draft Consolidated Plan.

B. Annual Plan

The City shall conduct at least two public hearings every year on its Annual Plans. The City may adopt multiple Annual Plans in one year. For example, in Fiscal Year 1995/96, the City may adopt Annual Plans for Fiscal Year 1996/97, 1997/98, 1998/99, and 1999/2000.

The first public hearing shall be conducted to receive comments and input on housing and community development needs and proposed activities. The purpose of the public hearing shall be to determine how the needs may have significantly changed from those identified in the Consolidated Plan and what, if any, changes in proposed activities may be appropriate.

The second public hearing shall be conducted to receive comment and input on the proposed Annual Plan(s).

C. Performance Reports

The City shall conduct at least one public hearing on any performance report required by HUD. The purpose of the public hearing shall be to receive comment and input on the contents of the draft performance report.

D. Substantial Amendments

A substantial amendment is defined as the addition or deletion of any program or activity. A substantial amendment also includes any change in statistical data of 20% or more in the Consolidated Plan, Annual Plan, or Performance Report.

Amendments that are NOT substantial are: increases or decreases in the amount of funds allocated to an approved project or activity, to achieve the original purpose of the project or activity.

At least one public hearing is required for a substantial amendment to any of the plans or documents.
III. Public Notice

At least fourteen (14) days prior to each public hearing the City shall publish a notice in the local newspaper at least twice. The notice shall indicate the place, time, and location of the public hearing. The notice shall provide sufficient information on the purpose of the public hearing.

The notice shall be a display advertisement in the non-legal section of the newspaper.

At least fourteen (14) days prior to each public hearing the City shall provide local Chambers of Commerce, ethnic organizations, the Housing Authority, the public libraries, and interested persons, with a copy of the public notice at least twice.

The public notice for the proposed Consolidated Plan will include a summary of the Plan. It shall indicate the amount of assistance the City expects to receive (grant funds and program income), the range of activities that may be undertaken, and the estimated amount of funds that will benefit low/moderate income persons. This summary shall describe the contents and purposes of the Consolidated Plan. It shall also list the locations where the Consolidated Plan will be available for examination. These locations shall include at least the following - the City Clerk’s Office of City Hall, the Housing and Community Development Division of the City, and local public libraries.

IV. Comment Period

The City shall provide a period of at least thirty (30) days to receive comments on the draft Consolidated Plan and on any substantial amendments. The 30-day period may start on the date the document is available to the public. The City must also provide public notice regarding the availability of documents and the dates of the 30-day comment period.

For performance reports and annual plans, the City shall provide at least fifteen (15) days to receive public comment.

The City shall consider all comments received. The City shall respond to all complaints, in writing, within fifteen (15) days. All comments and responses shall be attached to the document.

V. Availability of Documents

The Consolidated Plan, Annual Plan, Performance Report, and any amendments shall be available to the public at the City Clerk’s Office and Housing and Community Development Division Office during normal working hours, and on the City’s Internet Website. The documents shall be provided to the interested party within three (3) working days of their request.

The documents shall be retained for at least five (5) years.
The City shall make available at least ten (10) free copies of the Consolidated Plan to local residents or organizations.

VI. Technical Assistance

The City shall provide up to forty (40) hours per year of technical assistance to organizations that represent low/moderate income persons. This technical assistance may include:

- publishing instructions on how to fill out forms/applications;
- conducting workshops to explain: (1) the process for submitting proposals and (2) federal and local requirements;
- providing comments and advice on the telephone or in meetings; and
- reviewing and commenting on draft proposals.

The City shall also provide ongoing assistance to CDBG-funded agencies as needed to help them maintain their eligibility for full funding.

The City may provide additional (beyond forty (40) hours) technical assistance if, in the opinion of the City Manager, staff time is available.

VII. Assistance to Non-English Speaking

When City staff reasonably expects a significant number of non-English speaking residents to participate at a public hearing, the City will make a translator available at the meeting.

VIII. Displacement

The federal regulations stipulate that the City shall include in its Citizen Participation Plan the City’s “plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance. . . .”

The City has adopted (Resolution 81-723) a General Relocation Plan. This plan meets the requirements of 24 C.F.R. §91.105(b)(1). It is attached.
Appendix I: HUD’s Consolidated Plan Checklist (Entitlement Jurisdictions)
CONSOLIDATED PLAN CHECKLIST - ENTITLEMENTS

Grantee: ___________________  Period Covered by Consolidated Plan: ☐ 3 ☐ 4 ☐ 5 years
Start year: __________  End Year: __________

Reviewed by: ______________  Date: __________

Programs covered by plan: ☐ CDBG  ☐ HOME  ☐ ESG  ☐ HOPWA

Date plan received in IDIS: __________
☐ Original, signed SF 424 received  Date Received: __________
☐ Original, signed Certifications received  Date Received: __________

Automatic approval date: __________

Note: The 45 day review period begins when the Field Office receives either the signed, hard copies of the SF-424 and Certifications or email notification that the Con Plan has been submitted in IDIS.

AD-25: Consortia Specific

If a Consortia, list participating communities & note status

<table>
<thead>
<tr>
<th>Lead</th>
<th>HOME funds only</th>
<th>CDBG Entitlement</th>
<th>ESG Entitlement</th>
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<tbody>
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</tbody>
</table>

Yes  No  Comments/Verification

Did the lead select Consortia and the plan type and enter all participating communities and their status correctly? ☐ ☐

Did each of the CDBG and ESG entitlement communities complete an attached participating consortium plan? ☐ ☐

If any of the entitlement participating members are missing or an entitlement participating member has completed a standalone plan, immediately send this submission back to the jurisdiction for correction.

For additional information on how consortia plans should be set up in the system, consult the e-Con Planning Suite Desk Guide at https://www.hudexchange.info/resource/2641/econ-planning-suite-desk-guide-idis-conplan-action-plan-caper-per/. Incorrectly set-up plans cannot be approved until set-up correctly.

AD-25: Administration 91.220(a)

Has the original Standard 424 Form (DUNS) Number in block 8(c)) with the applicable programs, the correct dollar allocations, and signed by the appropriate official been received by the field office? ☐ ☐

Note: Grantees can upload a scanned copy in the AD-25 screen, but they are still required to submit one original signed copy of each document to HUD.

Note: Attachments may not download with a Word report of the plan. Citizen Participation, grantee unique appendices and SF-424 certification attachments can be downloaded as appendices.
### ES-05: Executive Summary 91.200

Does the plan contain a concise executive summary that includes:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Comments/Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
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<td>☐</td>
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</tr>
</tbody>
</table>

- Objectives and outcomes?
- An evaluation of past performance?
- A summary of the citizen participation process and public comments?
- A description of efforts made to broaden public participation in the development of the consolidated plan?

### PR-05: Lead and Responsible Agencies

Is there a description of the lead agency or entity responsible for overseeing the development of the Consolidated Plan? Also see PR-10 and PR-15

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
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</table>

### PR-10: Consultation/Coordination 24 CFR 91.100, 91.200 91.215(l), 91.220

Does the plan provide a concise summary of the grantee's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l))?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Does the plan describe coordination with continuums of care and efforts to address the needs of homeless persons (particularly homeless individuals and families, families with children, veterans and unaccompanied youth) and persons at risk of homelessness?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

ESG Specific: If a jurisdiction receives an ESG grant, does its plan describe the grantee’s consultation with continuums of care to determine how to allocate ESG funds, develop performance standards and evaluate outcomes of projects and activities assisted with ESG funds and develop funding policies and procedures for the operation and administration of HMIS?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Does the plan describe coordination with the following entities in preparing the jurisdiction’s homeless strategy and resources available to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and unaccompanied youth) and persons at risk of homelessness?

- Housing Services and Assisted Housing
- Health Services
- Social and fair housing services, including those focusing on services to children, elderly person, persons with disabilities, persons with HIV/AIDS and their families , and homeless persons
- Continuum(s) of Care that serve the jurisdiction’s geographic area
- Public and private agencies that address housing, health, social service, victim services, employment, or education needs of:
  - Low-income individuals and families
  - Homeless individuals and families, including veterans, youth and persons with special needs

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Entity</td>
<td>Yes</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Publicly funded institutions and systems of care that may discharge persons into homelessness, such as:</td>
<td>☐</td>
</tr>
<tr>
<td>Health-care facilities</td>
<td>☐</td>
</tr>
<tr>
<td>Mental health facilities</td>
<td>☐</td>
</tr>
<tr>
<td>Foster care and other youth facilities</td>
<td>☐</td>
</tr>
<tr>
<td>Corrections programs and institutions</td>
<td>☐</td>
</tr>
<tr>
<td>Business and Civic Leaders</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan describe consultation with the following entities in preparing the portion of the jurisdiction’s plan concerning lead-based paint hazards: State and local health and child welfare agencies, including health department data on the addresses of housing units in which children have been identified as lead-poisoned</td>
<td>☐</td>
</tr>
<tr>
<td>Adjacent units of general local government and regional government agencies, particularly agencies with metropolitan-wide planning and transportation responsibilities that go beyond a single jurisdiction.</td>
<td>☐</td>
</tr>
<tr>
<td>Persons, especially low income persons, living in areas designated by the local jurisdiction as a revitalization area, areas designated by either a local jurisdiction or as a slum and blighted area and areas where CDBG funds are proposed to be used.</td>
<td>☐</td>
</tr>
<tr>
<td>State / County (Metro. City)</td>
<td>☐</td>
</tr>
<tr>
<td>HOPWA Metro-wide Jurisdictions (if applicable)</td>
<td>☐</td>
</tr>
<tr>
<td>Public Housing Authority and/or Public Housing Agencies, including participation of residents of public and assisted housing developments (including any resident advisory boards, resident councils, and resident management corporations).</td>
<td>☐</td>
</tr>
<tr>
<td>Community-based and regionally based organizations that represent protected class members and organizations that enforce fair housing laws, including participants in the Fair Housing Assistance Program (FHAP), fair housing organizations, nonprofit organizations receiving funding under the FHIP program, and other public and private fair housing service agencies to the extent these entities operate within the grantee’s area.</td>
<td>☐</td>
</tr>
</tbody>
</table>

*Note: At a minimum the grantee’s consultation process should specifically seek input on how the goals identified in an accepted AFH inform the priorities and objectives of the consolidated plan.*

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the plan identify any of the agency types described above that were not consulted and provide a rationale for not consulting?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan describe other local/regional/state/federal planning efforts considered when preparing the plan? (Note: Continuum of care must be described, additional efforts are encouraged but not grounds for disapproval of a plan.)</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
With respect to the public entities involved, does the plan describe the means of cooperation among the state and local units of government in the metropolitan area in the implementation of the plan? This can be demonstrated by checking boxes on the table to indicate which agencies consulted with meet this description.

<table>
<thead>
<tr>
<th>PR-15: Citizen Participation § 91.105, 91.200(c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: If a jurisdiction adopted a citizen participation plan before August 17, 2015, it will need to amend the citizen participation plan to comply with the new AFFH Final Rule.</td>
</tr>
<tr>
<td>Does the Consolidated Plan include a description of the development of the plan and efforts to broaden public participation, including the names of organizations involved in the development of the plan?</td>
</tr>
<tr>
<td>Does the plan provide a summary of the citizen participation process and how it impacted goal setting?</td>
</tr>
<tr>
<td>Is there a summary of the citizen participation process in the chart provided, and were the public hearing and comment period requirements satisfactory?</td>
</tr>
<tr>
<td>Are citizen comments included in the plan, and are the comments specifically and adequately addressed by the grantee? Note: If no comments received check the yes box but there must be a narrative statement indicating no comments received.</td>
</tr>
<tr>
<td>Does the grantee provide a summary of comments not accepted and reasons for not accepting them in the chart provided?</td>
</tr>
<tr>
<td>According to the table provided, did the grantee explore alternative public involvement techniques and the review of program performance (e.g. the use of focus groups or the internet?) Note: This is encouraged, but not grounds for disapproval of the plan.</td>
</tr>
</tbody>
</table>

**Note:** The Grantee shall encourage the participation of local and regional institutions, the Continuum of Care, and other organization (including businesses, developers, non-profit organizations, philanthropic organizations, community, and faith-based organizations) in the process of developing and implementing the plan (91.105(a)(2)(ii). The grantee shall encourage the participation of low and moderate income persons residing in slum/blighted areas, residents in predominantly low and moderate income areas, and public housing residents. A jurisdiction is also expected to take whatever actions are appropriate to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

<table>
<thead>
<tr>
<th>NA-10: Needs Assessment – Housing Needs Assessment 91.205(b)(1) AND 91.205(c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the grantee provide a concise summary of the estimated housing needs projected for the ensuing 3, 4 or 5-year period? See also NA-05 to NA-50</td>
</tr>
<tr>
<td>Has the grantee identified the estimated number and types of families with housing needs for a 5 year period?</td>
</tr>
<tr>
<td>Family types (extremely low-, low-, moderate, and middle income) that must be identified are:</td>
</tr>
<tr>
<td>• Extremely low-income, low-income, moderate-income and middle-income families, Renter/owner, Elderly, Single persons, Large families, persons with disabilities, victims of domestic violence, dating violence, sexual assault and stalking, formerly homeless receiving rapid re-housing assistance nearing termination.</td>
</tr>
<tr>
<td>Question</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Has the grantee described the number and type of single person households in need of housing assistance?</td>
</tr>
<tr>
<td>Has the grantee estimated the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking?</td>
</tr>
</tbody>
</table>

**Note:** Tables do not address the number and type of single person households, families who are disabled, or victims of domestic violence, dating violence, sexual assault or stalking who are in need of housing assistance. This must be addressed in a discussion box on NA-10. Estimates of housing needs for the number of families that contain persons with disabilities for each community are available in CHAS Table 6 produced from the American Community Survey at: [http://www.huduser.org/portal/datasets/cp/chas/data_download_chas.html](http://www.huduser.org/portal/datasets/cp/chas/data_download_chas.html).

Based on the data provided, does the grantee discuss the most common housing problems? Housing problems for which data is provided include:
- Severe cost and cost burden
- Overcrowding (especially for large families)
- Substandard housing |
| Yes | ☐   | No |

Does the grantee discuss whether any populations/household types described by the data are more affected than others by these problems? |
| Yes | ☐   | No |

Has the grantee described the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered? Does this discussion also include the needs of formerly homeless families and individuals who are receiving rapid-rehousing assistance and are nearing termination of that assistance? |
| Yes | ☐   | No |

If the grantee provides estimates of the at-risk population(s), does it also include a description of the operational definition of the at-risk group and the methodology used to generate the estimate? |
| Yes | ☐   | No |

Does the grantee specify particular housing characteristics that have been linked with instability and an increased risk of homelessness? |
| Yes | ☐   | No |

Did the grantee insert language dealing with housing needs from the “impact and unmet needs assessment” section of their HUD-approved CDBG-DR Action Plan for disaster recovery if the community received federal disaster assistance? |
| Yes | ☐   | No |

**NA-30: Needs Assessment – Disproportionally Greater Housing Need 91.205(b)(2)**

Has the grantee included a discussion of any racial or ethnic groups that have a disproportionately greater need in comparison to the needs of that income category as a whole? Housing needs include:
- Housing problems – NA-15
- Severe Housing Problems – NA-20
- Cost Burden – NA-25

**Note:** Disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial/ethnic group is at least 10% points higher than the percentage of persons in the category as a whole. 91.205 (b)(2)

Does the grantee indicate if there are other needs not identified above? |
| Yes | ☐   | No |

Does the grantee indicate whether racial or ethnic groups identified on this screen are located in specific areas or neighborhoods in the community? |
<p>| Yes | ☐   | No |</p>
<table>
<thead>
<tr>
<th>NA-35: Needs Assessment – Public Housing</th>
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<tbody>
<tr>
<td>Does the Plan describe the needs of public housing residents? These may include housing improvements; supportive services (i.e. child care, education, workforce development, accessibility); improved living environment (i.e. neighborhood revitalization, capital improvements, safety, crime prevention, drug elimination); economic opportunity (i.e. resident services, family self-sufficiency) Also see MA-25. Note: Data provided in this screen is based on the Public Housing Agencies selected by the grantee when the plan was created. A list of those agencies can be found on screen AD-25.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Section 504 Needs Assessment: Has the grantee described the needs of public housing tenants and applicants on the waiting list for accessible units?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Has the grantee described the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the grantee, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Has the grantee described how these needs compare to the housing needs of the population at large?</td>
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<tr>
<th>NA-40: Needs Assessment – Homeless Needs Assessment 24 CFR 91.205(c)</th>
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<tbody>
<tr>
<td>Has the grantee satisfactorily identified the nature and extent of sheltered and unsheltered homelessness, including rural homelessness, within the jurisdiction?</td>
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</tbody>
</table>
In the tables provided on the screen, does the plan include for each category (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) the number of persons experiencing homelessness on a given night, the number of persons experiencing homelessness each year, the number of persons who lose their housing and become homeless each year, the number of persons who exit homelessness each year, the number of days that persons experience homelessness, and other measures specified by HUD? ☐ ☐

If the grantee identifies all or part of the homeless population is located in rural areas, has the grantee described the nature and extent of unsheltered and sheltered homelessness for persons in the rural areas? ☐ ☐

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," does the grantee describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)? ☐ ☐

In the screen tables, has the grantee estimated the number and type of families in need of housing assistance for families with children and the families of veterans? ☐ ☐

As a narrative, has the grantee identified the nature and extent of homelessness by racial/ethnic group, to the extent information is available? If not available, grantee should indicate this as well. ☐ ☐

CDBG-DR Specific: Did the grantee insert language on homeless needs from the “impact and unmet needs assessment” section of their HUD-approved CDBG-DR Action Plan for disaster recovery

*Note: As there is extensive information in CDBG-DR Action Plans on recovery needs, the grantee is only required to include an abbreviated version of this information.*

*CDBG-DR Specific:* Did the grantee insert language on homeless needs from the “impact and unmet needs assessment” section of their HUD-approved CDBG-DR Action Plan for disaster recovery

*Note:* As there is extensive information in CDBG-DR Action Plans on recovery needs, the grantee is only required to include an abbreviated version of this information.

**NA-45: Needs Assessment – Non-Homeless Special Needs Assessment 24 CFR 91.205(d)**

Has the grantee described the characteristics of special needs populations? ☐ ☐

Has the grantee discussed the housing and supportive service needs of these populations and how these needs were determined? ☐ ☐

**HOPWA specific:** Pre-populated screens are present for HOPWA grantees only. Based on data provided, does the plan identify the size and characteristics of the population with HIV/AIDS and their families? ☐ ☐

*Note:* The estimated number of non-homeless persons with special needs must include, to the extent practical the number of elderly, frail elderly, persons with mental, physical, developmental disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, public housing residents, and any other categories the grantee may specify. See tables on this screen for needs of persons with HIV/AIDS. Estimates of housing needs for the number of households containing persons with hearing, vision, cognitive, ambulatory, self-care, and independent living difficulty for each community are available in CHAS Table 6 produced from the American Community Survey at: [http://www.huduser.org/portal/datasets/cp/chas/data_download_chas.html](http://www.huduser.org/portal/datasets/cp/chas/data_download_chas.html)
<table>
<thead>
<tr>
<th><strong>NA-50: Needs Assessment – Non-Housing Community Development Needs</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the grantee describe their need for public facilities and how the need was determined?</td>
</tr>
<tr>
<td>Does the grantee describe their need for public improvement and how the need was determined?</td>
</tr>
<tr>
<td>Does the grantee describe their need for public services and how the need was determined?</td>
</tr>
<tr>
<td>CDBG-DR Specific: Did the grantee insert language dealing with infrastructure and economic development needs from the “impact and unmet needs assessment” section of their HUD-approved CDBG-DR Action Plan for disaster recovery. Note: The grantee is only required to include an abbreviated version of this information.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>MA-10: Housing Market Analysis - Number of Housing Units 24 CFR 91.210</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the grantee described the significant characteristics of the housing markets, including aspects such as supply, demand, cost and condition of housing? See MA-10 for supply and demand, MA-15 for cost and MA-20 for condition.</td>
</tr>
<tr>
<td>Does the grantee describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs?</td>
</tr>
<tr>
<td>Does the grantee provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.</td>
</tr>
<tr>
<td>Does the grantee indicate whether the availability of housing units meets the needs of the population?</td>
</tr>
<tr>
<td>Does the grantee describe the need for specific types of housing?</td>
</tr>
<tr>
<td>CDBG-DR Specific: Did the grantee insert language on the number of housing units affected from the “impact and unmet needs assessment” section of their HUD-approved CDBG-DR Action Plan?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>MA-15: Housing Market Analysis – Cost of Housing</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the grantee indicated whether there is sufficient housing for households at all income levels?</td>
</tr>
<tr>
<td>Does the grantee discuss how affordability of housing is likely to change considering changes to home values and/or rents?</td>
</tr>
<tr>
<td>Does the grantee discuss how HOME rents/Fair Market Rents compare to Area Median Rents and how this impacts their strategy to provide or preserve affordable housing?</td>
</tr>
<tr>
<td>CDBG-DR Specific: Did the grantee insert language on the cost of housing from the “impact and unmet needs assessment” section of their HUD-approved CDBG-DR Action Plan?</td>
</tr>
<tr>
<td>MA-20: Housing Market Analysis – Condition of Housing</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Does the plan define “standard condition” and “substandard condition but suitable for rehabilitation” in its Consolidated Plan?</td>
</tr>
<tr>
<td>Vacant Units Table: Does the jurisdiction include an estimate of the number of vacant and abandoned buildings and whether the units in these buildings are suitable for rehabilitation?</td>
</tr>
<tr>
<td>Does the plan describe the need for owner and rental rehabilitation based on the condition of the grantee’s housing?</td>
</tr>
<tr>
<td>Has the grantee estimated the number of housing units occupied by low or moderate income families that contain lead-based paint hazards?</td>
</tr>
<tr>
<td>CDBG-DR Specific: Did the grantee insert language on the condition of housing units affected from the “impact and unmet needs assessment” section of their HUD-approved CDBG-DR Action Plan?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MA-25: Housing Market Analysis – Public &amp; Assisted Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Based on the data provided, does the grantee describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan?</td>
</tr>
<tr>
<td>Does the grantee describe the restoration and revitalization needs of public housing in the jurisdiction?</td>
</tr>
<tr>
<td>Does the plan describe the public housing agency’s strategy for improving the living environment of low- and moderate-income families residing in public housing?</td>
</tr>
</tbody>
</table>

*Note: Data provided in this screen is based on the Public Housing Agencies selected by the grantee when the plan was created. A list of those agencies can be found on screen AD-25.*

<table>
<thead>
<tr>
<th>MA-30: Housing Market Analysis – Homeless Facilities &amp; Services 24 CFR 91.210(c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did the grantee provide data in the table of facilities and housing that meet the needs of homeless persons within the jurisdiction, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth?</td>
</tr>
<tr>
<td>Does the plan describe services targeted to homeless persons and mainstream services, such as health, mental health and employment services to the extent those services are used to complement services targeted to homeless persons?</td>
</tr>
<tr>
<td>If grantee listed these services and facilities on screen SP-40 (Institutional Delivery Structure) or screen MA-35 (Special Needs Facilities and Services), did they describe how these facilities and services specifically address the needs of these populations.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MA-35: Housing Market Analysis – Special Needs facilities &amp; Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the grantee described, to the extent information is available, the facilities and services that assist persons who are not homeless but who require supportive housing?</td>
</tr>
<tr>
<td>Does the plan describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing?</td>
</tr>
<tr>
<td>Does the plan specify the activities that the grantee plans to undertake during the next year to address the housing and supportive services needs identified for persons who are not homeless but have other special needs? Are these activities linked to one-year goals?</td>
</tr>
</tbody>
</table>
### MA-40: Housing Market Analysis – Barriers to Affordable Housing 24 CFR 91.210(d)

Has the grantee described public policies that affect affordable housing? Factors which affect affordable housing may include:
- Tax policies affecting land and other property, Land use controls, Zoning ordinances, Building codes, Fees and charges, Growth limits, Policies that affect the return on residential investment

### MA-45: Housing Market Analysis – Non-Housing Community Development Assets 24 CFR 91.215(f)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the plan describe the major employment sectors within the jurisdiction in the Business Activity table?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan describe the workforce and infrastructure needs of businesses in the jurisdiction?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan describe any major changes that may have an economic impact, such as planning public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period and any needs for workforce development, business support or infrastructure these changes may create? Note: The Desk Guide clarifies that the grantee should identify the need for economic development activities, including job training, business assistance, and infrastructure development.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan describe how the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan describe current workforce training initiatives and how these efforts will support the grantee’s consolidated plan?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan indicate whether the jurisdiction participates in a Comprehensive Economic Development Strategy (CEDS)? If yes, does the plan indicate what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, does the plan describe other local/regional plans or initiatives that impact economic growth?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

### MA-50: Market Analysis – Needs and Market Analysis Discussion 91.210(a)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the grantee provide a definition of “concentration”? Note: Definitions of concentration should include separate definitions for minority concentration and low-income concentration.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the grantee describe if:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>There are areas where households with multiple housing problems are concentrated?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>There are any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan describe the characteristics of the market in these areas/neighborhoods?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Including community assets in these areas/neighborhoods?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Including other strategic opportunities in these areas?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>CDBG-DR Specific: Did the grantee insert language dealing with the needs and market analysis discussion from the “impact and unmet needs assessment” section of their HUD-approved CDBG-DR Action Plan.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
**SP Screens: Strategic Plan  91.215**

*Note: When reviewing this section of the Consolidated Plan, keep in mind that the priorities/objectives should relate to the needs identified in the Housing and Homeless Needs and Housing and Market Analysis sections. Information entered on these screens will download into the AP screens automatically.*

**SP-10: Geographic Priorities 91.215(a)(1) and 91.215(g)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the grantee indicate the general priorities for allocating investment geographically within the jurisdiction (or within the EMSA for HOPWA) and among different activities and needs?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the grantee identify areas where geographically targeted revitalization efforts are carried out through multiple activities in a coordinated manner? <em>Note: This is encouraged, but not required and can be included in the narrative text box on SP-10 or an added text box.</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SP-25: Priority Needs**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the plan describe the grantee’s priority needs?  <em>Note: Click the “View Summary” button under the “Priority Needs” table on this screen to see a summary of the information on each individual Need screen.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan describe the grantee’s priority homeless needs?  <em>Note: This is accomplished by creating priority needs on this screen and classifying them as homeless needs.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan include the priority housing and supportive service needs of persons who are not homeless but may or may not require supportive housing?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the grantee describe the rationale for establishing the allocation priorities given to each category of priority needs, particularly among extremely low-income, low-income and moderate-income households?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SP-30: Influence of Market Conditions  91.215(b)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the grantee indicate which market characteristics will influence the use of funds available for the following?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Based Rental Assistance (TBRA)?  <em>The grantee should also specify the local market condition(s) that led to this choice.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBRA for non-homeless special needs?  <em>The grantee should also specify the local market condition(s) that led to this choice.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Unit Production?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rehabilitation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition, including preservation?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: This section should explain how the characteristics of the housing market, the severity of housing problems and the needs of the extremely low-income, low-income, and moderate-income rents, persons at risk of homelessness, and homeless persons identified in accordance with 24 CFR 91.205 provide the rationale for establishing the allocation priorities and use of funds made available for these housing types.*
### SP-35: Anticipated Resources

In the chart provided, does the plan include the Annual Allocation, Program Income, Prior Year Resources, and Expected Amount Available for the remainder of the Con Plan for each identified funding source, (CDBG, HOME, ESG and HOPWA as appropriate, Section 8 funds, low income housing tax credits, and competitive McKinney-Vento Homeless Assistance Act funds) and other resources from private, state, and local sources that are reasonably expected to be made available to address the needs identified in the plan?

<table>
<thead>
<tr>
<th>Resource</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Allocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prior Year Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expected Amount Available for remainder of Con Plan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does the plan explain how federal funds will leverage additional resources (private, state and local funds), including a description of how match requirements will be satisfied?

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME: 25% match on all expenditures except planning and admin, CHDO operating, CHDO capacity building, and CHDO project specific expenses when repayment is waived by the PJ under §92.301.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESG: 100% match on all expenditures must be provided after the date that HUD signs the grant agreement. Cash, non-cash, and program income must meet requirements of § 576.201.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Use Publicly Owned Land or Property</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

CDBG-DR Specific: Does the plan include CDBG-DR as a source of funding if the community was a recipient of federal disaster assistance?

<table>
<thead>
<tr>
<th>Include CDBG-DR</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Note: Information entered on this screen will appear on the AP-15 screen. This information on the AP-15 screen is not editable. To change the AP-15, the grantee must edit the SP-35 screen first.

### SP-40: Institutional Delivery Structure  91.215(k)

Does the grantee explain the institutional structure, including businesses, developers, nonprofit organizations, philanthropic organizations, community and faith-based organizations, philanthropic organizations, the Continuum of Care, and public institutions, departments and agencies through which the grantee will carry out its housing, homeless, and community development plan? This should also include a brief summary of what the grantee will do to overcome these gaps.

<table>
<thead>
<tr>
<th>Institutional Structure</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Note: this can be accomplished by filling out the table in SP-40. All the organization types are options that can be selected when adding “responsible entities” to this table.

Does the plan assess the strengths and gaps in the delivery system? This should also include a brief summary of what the jurisdiction will do to overcome these gaps.

<table>
<thead>
<tr>
<th>Assess Strengths and Gaps</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Using the chart provided, does the plan indicate the availability of services targeted to homeless persons and persons with HIV and mainstream services?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan describe the extent to which services targeted to homeless person and persons with HIV and mainstream services, such as health, mental health and employment services are made available to and used by homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families and unaccompanied youth) and persons with HIV within the jurisdiction?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SP-45: Goals 91.215(a)(4)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the grantee summarized the priorities and specific objectives, describing how funds that are reasonably expected to be made available will be used to address identified needs?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For each specific objective, has the grantee identified proposed accomplishments and outcomes the grantee hopes to achieve in quantitative terms over a specific time period, or in other measurable terms as identified and defined by the grantee?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan include specific objectives that describe the proposed accomplishments that the grantee hopes to achieve?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the Community Development component of the plan state the grantee’s specific long-term and short-term community development objectives (including economic development activities that create jobs) that were developed in accordance with the primary objective of the CDBG program to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for low-income and moderate income persons?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the jurisdiction identify in its plan how it will address the needs of public housing? <strong>Note:</strong> Public Housing is one of the categories grantees can assign to goals. Reviewing goals summary for goals designated as public housing goals will help answer this question.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan specify the number of extremely low, low, moderate, and middle income families, and homeless persons to whom the grantee will provide affordable housing as defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership over a specific time period? <strong>Note:</strong> The grantee should estimate the number of renter and owner households to whom the jurisdiction will provide affordable housing assistance separately for homeless persons and each income group. Other units assisted that do not meet the definition of “affordable housing” in the HOME regulations at 24 CFR 92.252 for rental housing may be discussed separately.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDBG-DR Specific: Does the plan reflect disaster recovery goals (including affordable housing goals) if applicable to be accomplished with CDBG-DR funding?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SP-50: Public Housing Accessibility & Involvement  91.215(c)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If required by a Section 504 Voluntary Compliance Agreement, does the plan describe the need to increase the number of accessible units?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Does the plan describe the grantee’s activities to encourage public housing residents to become more involved in management and participation in homeownership?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>If there is a troubled housing authority located within the jurisdiction, does the plan describe how the jurisdiction will provide financial or other assistance to improve the PHAs operations and remove the “troubled” designation?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

**SP-55: Barriers to Affordable Housing  91.215(h)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the plan describe the grantee's strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing as identified in the needs assessment section?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

*Note: The text on this screen under the heading “Barriers to affordable housing” is a read-only copy of the discussion of barriers to affordable housing on MA-40. It is provided here for reference to assist grantees when they discuss strategies to remove or ameliorate these barriers.*

**SP-60: Homelessness Strategy  91.215(d)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the plan describe the grantee's strategy for reducing and ending homelessness through reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Does the plan describe the grantee's strategy for reducing and ending homelessness through addressing the emergency shelter and transitional housing needs of homeless persons?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Does the plan describe the grantee's strategy for reducing and ending homelessness through helping homeless persons (especially persons that are chronically homeless individuals and families, families with children, veterans, and their families and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Does the grantee describe the strategy for reducing and ending homelessness through to helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from publicly funded institutions and systems of care or those receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>SP-65: Lead-Based Paint Hazards 91.215(i)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>Does the plan outline the actions to address lead based paint hazards and increase access to housing without lead based hazards?</td>
<td>☐ ☐</td>
<td></td>
</tr>
<tr>
<td>Does the plan discuss how the actions to address lead based paint hazards are related to the extent of lead poisoning and hazards?</td>
<td>☐ ☐</td>
<td></td>
</tr>
<tr>
<td>Does the plan discuss how the plan for reduction of lead-based paint hazards will be integrated into housing policies and programs?</td>
<td>☐ ☐</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SP-70: Anti-Poverty Strategy 91.215(j)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the plan describe the grantee’s goals, programs, and policies for reducing the number of poverty level families?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>Does the plan describe how the grantee’s goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs designed to serve persons at the poverty level (such as TANF and employment training programs)?</td>
<td>☐ ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SP-80: Monitoring 91.230</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the plan describe the standards and procedures that the grantee will use to monitor activities carried out in furtherance of the plan and ensure long-term compliance with requirements of the programs involved, including the comprehensive planning requirements?</td>
<td>☐ ☐</td>
</tr>
</tbody>
</table>

**AP Screens: Action Plan**

AP Screens contain prepopulated field containing information entered by the grantee in the NA, MA and SP screens. To change prepopulated information in AP screens, the grantee must first update their NA, MA or Sp screen.

**AP-15: Expected Resources (see SP-35)**

See Questions for SP-35 Screen. ☐ ☐

**AP-20: Annual Goals & Objectives 91.220(c)(3) & (e)**

Does the consolidated plan contain a summary of the annual objectives the grantee expects to achieve during the forthcoming program year? *Note: Annual goals are a subset of the Strategic Plan goals described in SP-45* ☐ ☐

Does the plan include outcome measures for activities included in the AP in accordance with guidance issued by HUD? ☐ ☐

CDBG-DR Specific: Does the plan include annual goals for activities that received CDBG-DR funding if the community received federal disaster assistance? ☐ ☐

**AP-35: Projects 91.220(d) and 91.220(l)(1)**

Does the plan provide a description of the activities the grantee will undertake during the next year to address priority needs and objectives? ☐ ☐

Estimate the number and types of families (including income level) that will benefit from the proposed activities? ☐ ☐
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe the specific local objectives and priority needs that will be addressed by the activities using formula grant funds and program income the grantee expects to receive during the program year? Note: These needs are described on SP-25. Projects planned to address homeless and other special needs may also be addressed on AP-65 in the discussion text box. AP-35 describes the activities for the year in each project, including projects users plan to undertake relative to this requirement. Individual project details can be viewed by clicking “view” next to each project entry on this screen. An overview of project details can be seen by clicking “View Summary” at the bottom of the table on this screen.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Describe proposed accomplishments, and target date for completion of the activity?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the Plan include a description of activities for all CDBG funds (including program income and proceeds from Section 108 guarantees, etc.) expected to be available?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Are CDBG activity descriptions in sufficient detail, including location, to allow citizens to determine the degree to which they are affected?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the plan indicate the reasons for allocation priorities and any obstacles to addressing underserved needs?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>CDBG- DR Specific: If the community received federal disaster, does the plan reference CDBG-DR allocation priorities in the text box on this screen and provide a link to the grantee’s website where it’s CDBG-DR Action Plan is posted as a resource for parties that wish to find out more?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Note:** It is important that all CDBG, HOME and ESG funds be covered by the action plan, that the source of all such funds be clearly identified in the action plan, and that the planned use of all such funds for activities (and allowable contingencies) is shown in the action plan. In reviewing action plans, HUD should check that there is a balance between the sources of funds listed in the action plan and the amounts budgeted for the individual activities. A check should also be made to ensure that the amounts listed as sources match the amount of estimated funding listed in the corresponding SF-424. If there is a discrepancy between any of these figures, the grantee should be contacted immediately for clarification and correction.

**Expenditure Limits**

*Note:* A “No” response to any Expenditure Limit question is not grounds for disapproval.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the grantee’s budget exceeded the 20% administrative cap for CDBG?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Has the grantee’s budget exceeded the 15% public service cap for CDBG?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Has the grantee’s budget exceeded the 10% administrative cap for HOME?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Has the grantee’s budget met the 15% CHDO set-aside for HOME?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Has the grantee’s budget exceeded the 3% administrative cap for HOPWA or the 7% administrative cap by project sponsors under HOPWA?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Has the grantee’s budget exceeded the 7.5% administrative cap for Emergency Solutions Grant?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Does the amount of ESG funds budgeted for street outreach and emergency shelter activities exceed the greater of 60% of the jurisdiction’s fiscal year ESG grant or the amount of FY 2010 ESG funds committed for homeless assistance activities?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>AP-50: Geographic Distribution 91.220(f)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For local jurisdictions, this screen is only required if geography was used to determine funding allocation priorities or if it identified one or more target areas in the Strategic Plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan include a description of the geographic areas of the jurisdiction (including areas of low-income and minority concentration) where assistance will be directed? ☐ ☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If applicable, does the grantee estimate the percentage of funds they plan to dedicate to target areas? ☐ ☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the plan provide the rationale for the priorities for allocating investment geographically? ☐ ☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the grantee is requesting approval of a Neighborhood Revitalization Strategy Area, does it meet the requirements of CPD Notice 96-1 and include outcomes? ☐ ☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Note:</strong> Separate documentation should be maintained to verify compliance with CPD Notice 96-1. Any documents needed to seek approval of an NRSA should also be included as attachments on the AD-25 screen.</td>
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<table>
<thead>
<tr>
<th>AP-55: Affordable Housing Goals 91.220(g)</th>
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</thead>
<tbody>
<tr>
<td>Does the plan specify one-year goals for the number of households to be provided affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units using funds made available to the grantee, including affordable housing goals to be accomplished with CDBG-DR funding if applicable? ☐ ☐</td>
</tr>
<tr>
<td>CDBG-DR Specific: Does the grantee specify one-year goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing units using funds made available to the grantee, including if applicable, affordable housing goals to be accomplished with CDBG-DR funding? ☐ ☐</td>
</tr>
<tr>
<td><strong>Note:</strong> The term affordable housing shall be as defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership. These estimates should not include the provision of emergency shelter, transitional shelter, or social services. CDBG-DR Specific: The grantee must include annual goals for CDBG-DR funds; however they do not require that they include affordable housing goals in particular if the grantee does not select this as an activity.</td>
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<table>
<thead>
<tr>
<th>AP-60: Public Housing 91.220(h)</th>
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<tbody>
<tr>
<td>Does the grantee describe actions it plans to take to address the needs of public housing? ☐ ☐</td>
</tr>
<tr>
<td>Does the plan discuss actions planned to encourage public housing residents to become more involved in management and participate in homeownership? ☐ ☐</td>
</tr>
<tr>
<td>If the public housing agency is designated as “troubled” by HUD, does the grantee must describe the manner in which it will provide financial or other assistance to improve its operations and remove the “troubled” designation? ☐ ☐</td>
</tr>
</tbody>
</table>
| **Note:** Consult with Public and Indian Housing representative to determine whether Public Housing Authority is designated as “troubled.”
<table>
<thead>
<tr>
<th><strong>AP-65: Homeless &amp; Other Special Need Activities  91.220(i)</strong></th>
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</thead>
<tbody>
<tr>
<td>Does the grantee describe its one-year goals and specific action steps for reducing and ending homelessness through:</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>a. Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>b. Addressing the emergency shelter and transitional housing needs of homeless persons</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>c. Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>d. Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals who are:</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>i. Being discharged from publicly funded institutions and systems of care, such as health-care facilities, mental health facilities, foster care or other youth facilities, corrections programs and institutions?</td>
<td></td>
</tr>
<tr>
<td>ii. Receiving assistance from public or private agencies that address housing, health, social services, employment, education or youth needs?</td>
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</table>

| Does the grantee specify the activities it plans to undertake during the next year to address the housing and supportive service needs for persons who are not homeless but have other special needs (i.e. elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with alcohol or other drug additions), person with HIV/AIDS and their families, and public housing residents)? Also see AP 35. | ☐ ☐ |

**Note:** AP-65 does not specifically call out the needs described here or in §91.215(e). Users must discuss in the discussion text box. AP-35 describes the activities for the year, including projects users plan to undertake relative to this requirement. Additional annual goal information such as numeric/quantity etc. can be seen on the AP-20 screen by clicking “view” next to each individual goal on that screen or by clicking “View Summary” below the goal table on AP-20.

<table>
<thead>
<tr>
<th><strong>AP-70: HOPWA Goals  91.220(l)(3)</strong></th>
<th></th>
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<tbody>
<tr>
<td>Does the grantee directly administer HOPWA funds? If no, AP-70 should not be included in their Con Plan template and the checklist elements in this section can be ignored.</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>Does the plan describe the grantee’s one-year goals for the number of households to be provided housing through the use of HOPWA for: Short-term rent, mortgage and utility assistance payments; Tenant based rental assistance; Units provided in permanent housing facilities developed, leased or operated with HOPWA funds; and Units provided in transitional short-term housing facilities developed, leased or operated with HOPWA funds?</td>
<td>☐ ☐</td>
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<tr>
<td><strong>AP-75: Barrier to Affordable Housing  91.220(j)</strong></td>
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<tr>
<td>Does the grantee describe actions it plans to take to remove or ameliorate the negative effect of public policies that serve as barriers to affordable housing? Such policies, procedures, and processes include but are not limited to: land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.</td>
<td>☐ ☐</td>
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<tr>
<th><strong>AP-85: Other Actions  91.220(k)</strong></th>
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<tbody>
<tr>
<td>Does the plan discuss actions the grantee plans to take to address obstacles to meeting underserved needs?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>Does the plan discuss actions planned to foster and maintain affordable housing?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>Does the plan discuss actions planned to reduce lead-based paint hazards?</td>
<td>☐ ☐</td>
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<tr>
<td>Does the plan discuss actions the grantee plans to take to reduce the number of poverty-level families?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>Does the plan discuss actions the grantee plans to take to develop the institutional structure?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>Does the plan discuss actions the grantee plans to take to enhance coordination between public and private housing and social service agencies?</td>
<td>☐ ☐</td>
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</table>

*Note: With respect to economic development, the plan should describe actions that will take place to enhance coordination with private industry, businesses, developers, and social services agencies.*

<table>
<thead>
<tr>
<th><strong>AP-90: Program-Specific Requirements – CDBG  91.220(l)(1)</strong></th>
<th></th>
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</table>
| Does the AP include a description of CDBG funds expected to be available during the program year, including the following:  
  a) any program income that will have been received before the start of the next program year and that has not yet been programmed;  
  b) proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in its strategic plan;  
  c) surplus from urban renewal settlements;  
  d) grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan; or  
  e) any income from float-funded activities? | ☐ ☐ |
| Does the AP identify the estimated percentage of CDBG funds that will be used for activities that benefit persons of low-and moderate-income? | ☐ ☐ |

<table>
<thead>
<tr>
<th><strong>AP-90: Program-Specific Requirements – HOME  91.220(l)(2)</strong></th>
<th></th>
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<tbody>
<tr>
<td>If the grantee does not directly administer HOME funds, this section of AP-90 should not be included in their Con Plan template and the HOME checklist elements can be ignored. Does AP provide for engaging in forms of investment which are not described in 24 CFR 92.205?</td>
<td>☐ ☐</td>
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</table>

*Note: “HUD’s specific written approval to the jurisdiction is required for other forms of investment, as provided in §92.205(b). Approval of the consolidated plan or action plan under §91.500 or the failure to disapprove the consolidated plan or action plan does not satisfy the requirement for specific HUD approval for other forms of investment.”*

<table>
<thead>
<tr>
<th><strong>AP-90: Program-Specific – HOME Resale and Recapture Provisions</strong></th>
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<tbody>
<tr>
<td>Note: Approval of the consolidated plan or action plan under §91.500 or the failure to disapprove the consolidated plan or action does not satisfy the requirement for specific HUD approval for resale or recapture guidelines.</td>
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</tbody>
</table>
A1: If the PJ proposes to use any HOME funds for assisting homebuyers (whether through down payment assistance, new construction or rehabilitation), does the Annual Action Plan include resale or recapture provisions?

☐ ☐

**Explanation:** PJs must submit resale or recapture provisions to HUD for review and approval before using any HOME funds for this purpose. HUD must determine that the provisions meet the requirements established in 24 CFR 92.254(a) (5) (i) and (ii).

**Field Office Action:** If yes, continue to Question A2. If no, you must contact the PJ and ask that it submit the resale and/or recapture provisions before the end of the 45-day Annual Action Plan review period or you must inform the PJ in writing in the Annual Action Plan approval letter that it may not use any HOME funds for homebuyer assistance until it has submitted and HUD has approved the resale and/or recapture provisions to be used.

A2: If the PJ will use subrecipients, State recipients, urban county or consortium members, CHDOs or other entities to provide the homebuyer assistance, did the PJ submit the resale or recapture provisions to be used by these entities to HUD for review as part of the Annual Action Plan?

☐ ☐

**Explanation:** All resale or recapture provisions to be used in a PJ’s program must be reviewed and approved by HUD before the PJ can use any HOME funds for homebuyer projects using those provisions.

**Field Office Action:** If yes, proceed with your review. If no, you must contact the PJ and ask that it submit the resale and/or recapture provisions to be used by one or more of these entities before the end of the 45-day Annual Action Plan review period. If this is not possible or the PJ fails to respond or submit an acceptable revision, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its resale and/or recapture provisions and the entity may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the resale and/or recapture provisions to be used.

A3: If the PJ proposes to use more than one set of provisions (e.g., both resale and recapture, different sets of recapture provisions), does the Annual Action Plan provide an explanation of the circumstances under which each form will be used?

☐ ☐

**Explanation:** For example, a PJ may use recapture provisions for its HOME down-payment assistance program, but impose resale provisions on homebuyer units newly constructed with HOME funds by its CHDO. The Annual Action Plan must explain when it will use each set of provisions.

**Field Office Action:** If yes or N/A, proceed with your review. If no, you must contact the PJ and ask that it revise its discussion of its resale and/or recapture provisions to include an explanation of the circumstances under which each set of provisions will be used before the end of the 45-day Annual Action Plan review period. If this is not possible or the PJ fails to respond or submit an acceptable revision within the review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its resale and/or recapture provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the resale and/or recapture provisions to be used.

B1: Do the recapture provisions reflect one of the following models?

1. PJ recaptures entire amount;
2. Pro rata reduction of recapture amount during affordability period;
3. Owner recovers entire investment (down payment and capital improvements) before PJ recaptures HOME investment;
4. Shared net proceeds in event of insufficient net proceeds;
5. PJ-developed or modified provisions.

☐ ☐

**Explanation:** Recapture provisions permit the HOME-assisted homebuyer to sell their unit at any time during the period of affordability, to any willing buyer, and at the price the market will bear. The PJ imposes recapture provisions by written agreement and by recorded lien. In the event of a voluntary or involuntary sale during the period of affordability, the PJ must recapture the amount specified under its recapture provisions. The HOME regulations at 24 CFR 92.254(a)(5)(ii)(A) list four acceptable recapture models and permit PJs to adopt, develop or modify their own recapture requirements for HUD approval.
<table>
<thead>
<tr>
<th>B2:</th>
<th>Are the provisions described in adequate detail for the HUD Reviewer and interested members of the public to understand the PJ’s method for recapturing funds?</th>
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**Explanation:** The Annual Action Plan must describe the recapture provision(s) to be used in sufficient detail for HUD and the public to understand which provisions it has chosen and how they will be implemented. Provisions that simply cite or repeat HOME regulations are not acceptable. The provisions must be described in the Annual Action Plan. Similarly, if the PJ has developed its own provisions or made modifications to the regulatory models, it must describe those provisions in sufficient detail.

**Field Office Action:** If yes, proceed with your review. If no, you must contact the PJ and ask that it revise its discussion of its recapture provisions to include sufficient detail to permit HUD and the public to understand the recapture requirements being adopted. If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its recapture provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the recapture provisions to be used.

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<tr>
<th>B3:</th>
<th>Do the provisions indicate that the amount subject to recapture is the direct subsidy received by the homebuyer?</th>
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**Explanation:** Direct subsidy includes HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer and/or the difference between the fair market value of the property and a reduced sales price attributable to HOME development assistance. Development subsidies (i.e., the difference between the cost of producing the unit and the fair market value of the unit) cannot be subject to recapture since the homebuyer did not realize a direct benefit from these funds.

**Field Office Action:** If yes, proceed with your review. If no, you must contact the PJ and ask that it revise its recapture provisions to state that only direct subsidy to the homebuyer is subject to recapture. If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its recapture provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the recapture provisions to be used.

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<tr>
<th>B4:</th>
<th>Do the provisions limit the amount to be recaptured to the net proceeds available from the sale?</th>
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</table>

**Explanation:** The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The PJ must limit the amount subject to recapture to the net proceeds available from the sale. This limitation applies to all units regardless of the type of recapture provisions used or to the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). Any recapture provisions that do not explicitly include this limitation are unacceptable and cannot be approved.

**Field Office Action:** If yes, proceed with your review. If no, you must contact the PJ and ask that it revise its recapture provisions to state that its recapture provisions limit the amount to be recaptured to the net proceeds of the sale. If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its recapture provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the recapture provisions to be used.

<table>
<thead>
<tr>
<th>C1:</th>
<th>Does the resale provision limit resale of the property during the HOME period of affordability only to a buyer whose family qualifies as a low-income family?</th>
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**Explanation:** Resale Provisions preserve the affordability and availability of the HOME-assisted homebuyer unit to low-income households for the entire period of affordability. The PJ controls the resale price by establishing an objective methodology for determining what is a fair return to the original homebuyer, in an effort to make the property affordable to a reasonable range of low-income homebuyers. If the established resale price is not affordable to the subsequent low-income homebuyer, the PJ may be required to provide additional assistance to
that homebuyer – but may not adjust the resale price as a result. Resale provisions that permit resale of a HOME-assisted unit to a subsequent homebuyer who is not low-income – regardless of the circumstance – are not acceptable. Resale provisions that provide a recapture option to facilitate sale to a subsequent buyer who is not income-eligible (i.e., resale/recapture hybrids) are not acceptable.

Field Office Action: If yes, proceed with your review. If no, you must contact the PJ and ask that it revise its resale provision to state that the housing may only be resold to a family that qualifies as low-income. If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its resale provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the resale provisions to be used.

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<tr>
<th>C2: Does the provision contain a specific definition of “fair return on investment”?</th>
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**Explanation:** The provision describes in detail what return homebuyers can expect if they sell their unit during the period of affordability. The PJ is expected to identify an objective standard or index that will determine “fair return” on resale. (See C3)

Field Office Action: If yes, proceed with your review. If no, you must contact the PJ and ask that it revise its resale provision to include a definition of “fair return on investment.” If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its resale provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the resale provisions to be used.

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<tr>
<th>C3: Is fair return based upon an objective index or standard?</th>
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**Explanation:** An objective standard or index is concrete and publicly accessible and can be easily measured at the time of original purchase and at resale. Examples include: a percentage of the change in median sales prices over the period of ownership, the percentage change in area median income over the period of ownership, and the percentage change in the Consumer Price Index over the period of ownership. In depressed or declining markets, a loss on investment can constitute a fair return. A standard that ties the return to the original homebuyer to the price that a specific homebuyer or a defined group of low-income homebuyers are able to pay does not constitute fair return and is not acceptable.

Field Office Action: If yes, proceed with your review. If no, you must contact the PJ and ask that it revise its resale provisions to specify the standard or index that will be applied upon resale to provide a fair return to the homebuyer. If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its resale provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the resale provisions to be used.

<table>
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<tr>
<th>C4: Does the basis upon which fair return is calculated include the homebuyer’s original investment in the property and the increase in market value attributable to homebuyer investments in or capital improvements to the property?</th>
<th>☐ ☐</th>
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**Explanation:** The provision must specifically state that the basis for calculating fair return is the original investment by the homebuyer and specific types of upgrades or additions that will add value to the property. (Generally, replacing worn or dated components such as appliances or carpet would not be considered an improvement that adds value). The provision must address the types of changes that it will or will not include in that basis.

Field Office Action: If yes, proceed with your review. If no, you must contact the PJ and ask that it revise its resale provisions so that homebuyer investment includes both the homebuyer-provided down payment and homebuyer-financed improvements that would increase the value of the home. If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its resale provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the resale provisions to
D1: If the PJ plans to use a presumption of affordability instead of enforcement mechanisms to meet the resale requirement, does the resale provision identify specific neighborhoods that will be subject to the presumption of affordability?

**Explanation:** A presumption of affordability cannot be sought or approved for an entire PJ. The presumption can only be made on a neighborhood basis.

**Field Office Action:** If yes, proceed with your review. If the presumption is not neighborhood or neighborhood(s)-specific, you must reject the presumption, and prohibit the PJ from using any HOME funds without imposing either resale or recapture requirements. The PJ may resubmit a new presumption request for HUD’s approval at any time during the program year. If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its resale provisions and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the resale provisions to be used.

D2: If this is a new request or renewal of a presumption issued previously, does the PJ submit a recent market analysis for each neighborhood for which approval of the presumption of affordability is sought?

**Explanation:** The PJ must submit a separate market analysis for each neighborhood for which it seeks approval of a presumption of affordability, except that it can perform a combined market analysis for a limited number of contiguous neighborhoods that are similarly situated with respect to demographic profile, housing market, and economic conditions. The analysis must be recent (performed within the last 12 months).

**Field Office Action:** If yes, proceed with your review. If the PJ did not submit a market analysis, did not submit analyses for all neighborhoods, or submitted analyses that were not completed within the last 12 months, you must contact the PJ and ask that recent market analyses supporting the presumption be submitted. If the analyses are not submitted timely, you must reject the presumption, and prohibit the PJ from using any HOME funds without imposing either resale or recapture requirements. The PJ may resubmit a new presumption request for HUD’s approval at any time during the program year.

D3: If the market analysis was originally submitted with a previous year’s Annual Action Plan, does the Plan indicate that the PJ has determined that an updated analysis is not warranted by any changes in the neighborhood’s market conditions?

**Explanation:** If the PJ becomes aware that significant changes in a neighborhood’s market conditions since the preparation of market analysis make continuation of the presumption of affordability inappropriate, it must indicate that in its Annual Action Plan. The PJ must indicate in the Annual Action Plan that, in the absence of significant changes, it is continuing its use of the presumption of affordability for another program year.

**Field Office Action:** If yes, proceed with your review. If no, you must contact the PJ and ask that it revise and include this information in the presumption section of its Annual Action Plan before continuing your review. If this is not possible or the PJ fails to respond or submit an acceptable revision within the 45-day review period, you must inform the PJ in the Annual Action Plan approval letter that HUD is disapproving its presumption of affordability and it may not use any HOME funds to undertake any activities related to homebuyer assistance until the PJ has submitted and HUD has approved the presumption of affordability.

D4: Does the market analysis include the following:

1. An evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area?

2. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood that supports the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing?
**Explanation:** The market analysis, which can included a combined market analysis for a limited number of contiguous neighborhoods that are similarly situated with respect to demographic profile, housing market, and economic conditions, must contain this evaluation and the analysis of the data must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing.

**Field Office Action:** If yes, proceed with your review. If no, you must contact the PJ and request that an acceptable market analysis be submitted. If the analysis is not submitted timely, you must reject the presumption, and prohibit the PJ from using any HOME funds without imposing either resale or recapture requirements. The PJ may resubmit a new presumption request for HUD’s approval at any time during the program year.

**DS:** Does the information presented in the market analysis support the PJ’s conclusion that the following conditions are likely to be met in the event of a resale of the HOME-assisted housing located in the neighborhood during the affordability period without the imposition of enforcement mechanisms by the PJ:

- the housing will be available and affordable to a reasonable range of low-income homebuyers;
- a low-income homebuyer will occupy the housing as a principal residence; and
- The original owner will be afforded a fair return on investment?

**Explanation:** The market analysis must support the conclusion that housing may be presumed to meet the resale restrictions. If the analysis is flawed or does not support this conclusion, the HUD Field Office must disapprove the presumption of affordability.

**Field Office Action:** If yes and all other requirements related to the presumption have been met, you may approve the presumption of affordability. If no, you must reject the presumption of affordability and require the use of approved resale or recapture provisions in the neighborhood(s).

Does the PJ intend to use HOME funds to refinance existing debt secured by multi-family housing which is being rehabilitated with HOME funds?

If so, does the AP explain what refinancing guidelines will be used? These guidelines must describe the conditions under which the PJ will refinance existing debt. At a minimum, the guidelines must:

- Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
- Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated

  a. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
  b. Specify the required period of affordability, whether it is a minimum 15 years or longer.
c. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(g) or a federally designated Empowerment Zone or Enterprise Community.

d. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including the CDBG program.

**Documentation related to the following requirements should be included with any other “Grantee Specific Appendices” under attachments on AD-25. If not attached, document where in the plan was this was described.**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Attached?</th>
<th>Description</th>
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<tbody>
<tr>
<td>If the PJ intends to use HOME funds for homebuyer assistance or for rehabilitation of owner-occupied single family housing and does not use the HOME affordable homeownership limits for the area provided by HUD, did it determine 95 percent of the median area purchase price and set forth the information in accordance with 24 CFR 92.254(a)(2)(iii).</td>
<td>☐ ☐</td>
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<tr>
<td>Did the PJ describe eligible applicants (e.g., categories of eligible applicants), its process for soliciting and funding applications or proposals (e.g., competition, first-come first-serve) and where detailed information may be obtained (e.g., application packages are available at the office of the jurisdiction or on the jurisdiction's Web site).</td>
<td>☐ ☐</td>
<td></td>
</tr>
<tr>
<td>If the PJ planned to limit the beneficiaries or give preferences to a particular segment of the low-income population, was a description of that limitation or preference described in the action plan?</td>
<td>☐ ☐</td>
<td></td>
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</tbody>
</table>

**Note:** Any limitation or preference must not violate nondiscrimination requirements in 24 CFR 92.350, and the participating jurisdiction must not limit or give preferences to students. A limitation or preference may include, in addition to targeting tenant-based rental assistance to persons with special needs, as provided in 24 CFR 92.209(c)(2), limiting beneficiaries or giving preferences to such professions as police officers, teachers, or artists. The PJ must not limit beneficiaries or give a preference to all employees of the jurisdiction. The PJ may permit rental housing owners to limit tenants or give a preference in accordance with 24 CFR 92.253(d) only if such limitation or preference is described in the action plan.

**AP-90: Program-Specific Requirements – ESG 91.220(l)(4)**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Attached?</th>
<th>Description</th>
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<tbody>
<tr>
<td>Does the grantee include its written standards for providing ESG assistance? See 24 CFR 576.400(e)(1) and (e)(3) for the minimum standards.</td>
<td>☐ ☐</td>
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</tbody>
</table>
| Does the Continuum of Care for the jurisdiction has established a centralized or coordinated assessment system that meets HUD requirements, Does the grantee describe that system?  
**Note:** The requirements for using a centralized or coordinated assessment system, including the exception for victim service providers, are set forth under 24 CFR 576.400(d). | ☐ ☐ | |
| Does the grantee identify its process for making sub-awards and describe how the grantee intends to make its allocation available to private nonprofit organizations, including community and faith-based organizations, and in the case of urban counties, funding to participating units of local government? | ☐ ☐ | |
| If the grantee is unable to meet the homeless participation requirement in 24 CFR 576.405(a), does the grantee specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering | ☐ ☐ | |
and making policies and decisions regarding any facilities or services that receive ESG funding?

<table>
<thead>
<tr>
<th>Does the grantee describe its performance standards for ESG activities?</th>
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<td>☐ ☐</td>
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</table>

**AP-90: Program-Specific Requirements – HOPWA 91.220 (l)(3)**

HOPW Specific: Does the action plan identify the method for selecting project sponsors (including providing full access to grassroots faith-based and other community organizations)? Note: Due to a system error, this element is omitted from the template. HOPWA grantees should therefore add a text box at the end of this screen to enter this information.

| ☐ ☐ |
### Certifications

*Note: Scanned copies of signed certifications can be attached in the AD-25 screen, though grantees must submit one original signed copy of the SF-424 and all certifications to HUD.*

Are the general and specific certifications for each program funded complete and accurate, where applicable:

#### (a) General

- Affirmatively furthering fair housing? (See 24 CFR 570.904)
- *Anti-displacement and relocation plan?*
- Anti-lobbying? Authority of jurisdiction? Consistency with plan
- *Acquisition and relocation?*
- Section 3?

*Note:* The acquisition/relocation and the anti-displacement and relocation certifications are actually combined on the grantee’s General Certification. This is the current certification available on the web for grantees. Notwithstanding the fact that they are combined under a single certification, they are still separate regulations and the checklist will identify them as two separate items.

#### (b) CDBG

- Citizen participation?
- Community development plan
- Following a current consolidated plan?
- Use of funds?
- Excessive force?
- Compliance with anti-discrimination laws?
- Compliance with lead-based paint procedures
- Compliance with laws?

*Note:* The certification period for the CDBG program’s overall benefit requirements must be consistent with the period certified in the prior certification.

#### (c) ESG

- Not less than 10 years – rehab?
- Not less than 10 years – conversion??
- Not less than 3 years
- Providing shelter or services to homeless persons during period of ESG assistance?
- Renovation will result in safe and sanitary buildings?
- Recipients will assist in obtaining permanent housing services?
- Match requirement?
- Confidentiality?
- Involvement of homeless individuals and families?
- Consistency with Con Plan?
- Discharge policy?

#### (d) HOME

- TBRA is consistent w/Plan?
- Use for eligible activities?
- PJ will evaluate HOME assisted projects for appropriate financial assistance?

3- or 10-year operation

#### (e) HOPWA

1) Meet urgent needs?
HUD APPROVAL – 24 CFR 91.500(b)

The regulations at 24 CFR 91.500(b) state that HUD may disapprove a plan or a portion of a plan for the three following reasons:

a) If it is inconsistent with the purposes of the Cranston-Gonzalez National Affordable Housing Act (NAHA);

b) If it is substantially incomplete; or

c) If certifications applicable to the CDBG program are not satisfactory to the Secretary in accordance with 570.304 or 570.485(c).

Disapproval for Inconsistency with NAHA – A plan may be disapproved if it is inconsistent with NAHA. A reviewer recommending disapproval for inconsistency with NAHA should show how the plan is inconsistent with the following purposes:

• helping families, not owning a home, to save for the down payment for the purchase of a home; ..................
• retaining, where feasible, as housing affordable to low income families, those dwelling units provided for such purpose with federal assistance;
• extending and strengthening partnerships among all levels of government and the private sector, including for- and non-profit organizations, in the production and operation of housing affordable to low-and moderate-income families;
• expanding and improving federal rental assistance to very low-income families; or
• increasing the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

Comments:

Substantial Incompleteness – The following are examples of consolidated plans or action plans that may be substantially incomplete:

• A plan that was developed without the required citizen participation or the required consultation;
• A plan that fails to satisfy all the required elements of the consolidated plan (i.e. did not meet a regulatory requirement of Part 91);
• A plan for which a certification is rejected by HUD as inaccurate after HUD inspected evidence and provided due notice, and opportunity for comment; and
• A plan that does not include a description of the manner in which the unit of general local government or state will provide financial or other assistance to a public housing agency if the public housing agency is designated as “troubled” by HUD.

Comments:
The chart below can be used to track plan status changes made during the review process:

<table>
<thead>
<tr>
<th>Date</th>
<th>Plan Status Changed From</th>
<th>Plan Status Changed To</th>
<th>User That Made the Change</th>
<th>Comments</th>
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Based on my review of the Plan against the regulations, I have determined the Plan is:

Approved  ☐

Date plan approved: _________________________

Disapproved  ☐

Date plan disapproved: _________________________

**Note:** Written notification of disapproval must be communicated to the applicant in accordance with 24 CFR 91.500(c). **If disapproved,** provide documentation including dates and times on incompleteness determination, and discussions with grantee and Headquarters:

**SIGNED:**

Reviewer: _________________________________ Date: _________________

Program Manager: _______________________________ Date: _________________

CPD Director: _________________________________ Date: _________________
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT COMPLETENESS CHECKLIST

Grantee: __________________     Program year: ________________

Reviewed by: __________________     Date: ________________

Programs covered by the report:  

☐ CDBG   ☐ HOME   ☐ ESG   ☐ HOPWA

Date CAPER due

Date CAPER received (see timestamp below “Status” on CR-00)

NOTES:

• The checklist references IDIS reports that can assist in reviewing numbers provided by grantees in their CAPER submissions. Grantees are not required to submit these reports. CPD Representatives wishing to verify numbers in CAPER submissions should download these reports from IDIS.

• Guidance for State Grantees: The PER should still be completed using the instructions in Notice CPD-11-03 (http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/notices/cpd#2011). Once submitted in accordance with Notice CPD-11-03, the PER becomes available in IDIS as the PR28 and can be downloaded and reviewed. In addition to doing the PR28, the other requirements of the CAPER Regulations under 24 CFR 91.520 are met by completing the e-Con Plan CAPER template. Updates to the e-Con Plan template are pending to enable State CDBG grantees to submit their PERS through this system in the future along with the rest of the CAPER. Additionally, an update to CPR-11-03 is pending at this time. In the meantime, the guidance above should be followed.

• Throughout the template, introduction and general “narrative” text boxes are provided for readability and to allow grantees to supplement the questions on the screen, however these are not required elements of the CAPER and therefore, it is acceptable if these textboxes are left blank.

• A lot of goal information in the template is populated from goals screens in the Consolidated Plan and Annual Action Plan. Currently, the only way to change this information is to amend the appropriate plan and re-generate the CAPER, which then requires the grantee to re-enter all their data. If a CPD Representative finds the need to request that a grantee amend goal information, it may be more efficient to ask the grantee to amend the plan (which the Representative can verify in the system) and provide supplemental narrative or inserted content documenting and explaining the change, rather than requesting, what will amount to an entirely new CAPER submission. (Future updates to IDIS will make this process easier).

• Currently, the Word download of the CAPER contains several errors. We are working to correct those errors in a future update. In the meantime, the CAPER should be reviewed from the IDIS screens because the information presented in the Word download is not reliable.

General

If the jurisdiction received any citizen comments or views on the performance report, was a summary of the comments or views included as an attachment to the report? 91.105(d)(2)

Yes ☐   No ☐   Comment ____________________

CR-05 - Goals and Outcomes

91.520(a) and 91.520(i)
These tables provide a comparison of the proposed goals versus actual outcomes for each goal included in the action plan and strategic plan. Expected, Actual, and Percent Complete fields were populated with data from the action plan and accomplishment data entered at the IDIS activity level. Users can edit them if they appear incorrect.

Did the jurisdiction provide an assessment of progress in carrying out its strategic plan and action plan? 91.520(a)

Yes □ No □ Comment _____

Did the jurisdiction provide an assessment of how the jurisdiction's use of funds, particularly CDBG, addressed the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified? 91.520(d)

Yes □ No □ Comment _____

NOTE: The jurisdiction should cite specific examples from the two tables to highlight specific accomplishments and, if applicable, explain why progress was not made toward meeting specific goals, objectives, and proposed outcomes.

NOTE IDIS DEFECT: If reviewing a word download of the CAPER check the CR-05 screen to ensure that the grantee has not inserted any additional content. Grantees may insert content on this screen such as supplemental narrative text boxes, tables or images. Due to a system defect these insertions do not appear in the downloaded word report.

CR-10 – Racial and Ethnic composition of families assisted
91.520(a)

The accomplishments reported in this table are read-only and cannot be edited. It is summarized from the IDIS activity accomplishment screens for the given program year for the grantee’s programs. Did the jurisdiction provide the racial/ethnic data for accomplishments recorded with an accomplishment date during the Program Year in IDIS? 91.520(a)

Yes □ No □ Comment _____

NOTE: Accomplishments associated with ESG projects are not recorded in IDIS, so grantees will always need to enter these accomplishments manually.

NOTE IDIS DEFECTS (scheduled to be remedied in December 2014):

- In some cases, a column for HOME accomplishments may appear on this screen when the grantee is not a HOME grantee.
- Pre-populated data currently only includes accomplishments associated with Projects included in the Annual Action Plan for which the CAPER is being prepared. This will be corrected in December 2014. Grantees can create a table corresponding to the table on this screen and use data from the BOSMAC PR-03 (for CDBG) and PR-20 (for HOME) to report racial and ethnic data on this screen.

CR-15 Resources and Investments
91.220, 91.320, 91.420, 91.520(a)

RESOURCES MADE AVAILABLE
The expenditure data is generated by the system based on drawdowns completed during the program year. Users may update the values in both columns.

GEOGRAPHIC DISTRIBUTION AND LOCATION OF INVESTMENTS
This table provides a list of the target areas included in the Strategic Plan. For each target area, the system will
carry forward the planned percentage of allocation from the Action Plan. If no target areas are identified in the Strategic Plan, does the narrative discuss the geographic distribution and location of investments? 91.520(a)

Yes ☐ No ☐ Comment _____

NARRATIVE: LEVERAGING AND MATCH
Did the jurisdiction explain how Federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction was used to address the needs identified in the plan? 91.520(a)

Yes ☐ No ☐ Comment _____

HOME Grantees Only: Did the jurisdiction provide the information required by the HOME Match Report HUD 40107-A HOME Annual Performance Report HUD 40107 (MBE/WBE Performance) contained on this screen?

Yes ☐ No ☐ Comment _____

NOTE: This report requires grantees to identify match based on the Federal Fiscal Year, NOT grantees program year. Reviewers should ensure that the amount reported covers the Federal Fiscal Year immediately preceding the end of the jurisdiction’s program year. For example, if the last day of a PJ’s program year is March 31, 2015, the timeframe for reporting match would be October 1, 2013 through September 30, 2014. If the last day of a PJ’s program year is September 30, 2015, the timeframe for reporting match would be October 1, 2014 through September 30, 2015.

NOTE IDIS DEFECTS:
• FOR NON-HOME GRANTEES – Word download of CAPER includes these sections for non-HOME grantees, but it does not appear on the screen. If you are reviewing a Word Download and this section is blank for a non-HOME grantee, ignore this section.

• FOR HOME GRANTEES –
  o Match Contribution for Federal Fiscal Year: Values in “Project No. or Other ID” field are being formatted as dates.
  o Data entered on screen in “Minority Owners of Rental Property” table is not appearing in the Word download. If you are reviewing the Word version of the plan, confirm this data on the CR-15 screen.
  o All values for “Expected Amount Available” are being populated from the “Expected Amount Available Remainder of Con Plan” in the AAP-AP-15 screen, rather than “Expected Amount Available” for the Program Year.

Affordable Housing – CR-20
91.220(g), 91.320(g), 91.420, 91.520(b)

AFFORDABLE HOUSING – NUMBER OF HOUSEHOLDS ASSISTED TABLE
This table lists the goals and actual number of affordable housing units produced in the program year for each type of population (homeless, non-homeless, special needs). The One-Year Goal field is system-generated based on the information from the Action Plan.

Did the jurisdiction provide the actual numbers in this table? 91.520(b)

Yes ☐ No ☐ Comment _____
NOTE: This table only includes the grantee’s goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year using funds made available to the jurisdiction as specified in their Annual Action Plan on screen AP-55 – Affordable Housing. For the purpose of this section, the term “affordable housing” is defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership. The numbers reported for actual should be consistent with the accomplishments reported at the Activity level in IDIS. Several reports, including the PR23 – Summary of Accomplishments, can help the jurisdiction determine the actual number of ELI, LI, and MI renter and owner households that received assistance during the program year. The grantee should be asked to revise the numbers in their Annual Action Plan, if the one-year goal field includes numbers that do not meet the definition of “affordable housing” as defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

AFFORDABLE HOUSING – NUMBER OF HOUSEHOLDS SUPPORTED TABLE
This table lists the goals and actual number of affordable housing units produced in the program year for each type of housing assistance (rental assistance, production of new units, rehabilitation of existing units, and acquisition of existing units). The One-Year Goal field is system-generated based on the information from screen AP-55 – Affordable Housing in the Annual Action Plan.

Did the jurisdiction provide the actual numbers? 91.520(b)
Yes ☐ No ☐ Comment ______

NOTE: The numbers reported in the Actual field should be consistent with the accomplishments reported at the Activity level in IDIS. Several reports, including the PR23 – Summary of Accomplishments, can help the jurisdiction determine the actual counts for the program year.

Did the jurisdiction discuss the difference between goals and outcomes and problems encountered in meeting these goals? 92.525(i)
Yes ☐ No ☐ Comment ______

Did the jurisdiction discuss how these outcomes will impact future annual Action Plans?
Yes ☐ No ☐ Comment ______

NUMBER OF PERSONS SERVED
This table should display the number of persons assisted at each income level who received housing assistance during the program year. The numbers reported for actual are populated by the system based on accomplishments reported at the activity level in IDIS. (Make sure the numbers populated by the system are correct.)

Did the jurisdiction provide the actual number of households provided affordable housing? 91.520(b)
Yes ☐ No ☐ Comment ______

NOTE: The numbers reported in the Actual field should be consistent with the accomplishments reported at the Activity level in IDIS. Several reports, including the PR23 – Summary of Accomplishments, can help the jurisdiction determine the actual counts for the program year. Grantees can adjust these values to correct actual numbers. Compare the number of ELI, LI, MI, and homeless households provided affordable housing with narrative for the strategic plan goals summary screen SP-45 to determine progress in meeting the strategic plan goal.

NOTE IDIS DEFECTs:
• The system calculates accomplishments incorrectly for HOME program;
• The column for HOME accomplishments currently included for non-HOME grantees. These can be ignored until the system is corrected.
• Accomplishments should be persons served with affordable housing assistance.

Did the jurisdiction provide an additional narrative regarding the information provided by these tables?
Yes ☐ No ☐ N/A ☐ Comment ______

CR-25 – Homeless and Other Special Needs
Does the report evaluate of the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:

1) Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs 91.520(c)(1)
   Yes ☐ No ☐ Comment ______

2) Addressing the emergency shelter and transitional housing needs of homeless persons 91.520(c)(2)
   Yes ☐ No ☐ Comment ______

3) Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are:
   a. Likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health-care facilities, mental health facilities, foster care and other youth facilities and corrections programs and institutions) 91.520(c)(4)(i)
      Yes ☐ No ☐ Comment ______
   b. Receiving assistance from public or private agencies that address housing, health, social services, employment, education or youth needs? 91.520(c)(4)(ii)
      Yes ☐ No ☐ Comment ______

4) Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again? 91.520(c)(3)
   Yes ☐ No ☐ Comment ______

NOTE IDIS DEFECT: If reviewing a word download of the CAPER check the CR-05 screen to ensure that the grantee has not inserted any additional content. Grantees may insert content on this screen such as supplemental narrative text boxes, tables or images. Due to a system defect these insertions made under the first two text boxes on this screen do not appear in the downloaded word report.

CR-30 – Public Housing

24 CFR 91.220(h), 91.320(j), 91.420, 91.520(a)
Did the jurisdiction identify actions taken to address the needs of public housing? 91.520(a)
   Yes ☐ No ☐ Comment ______

Did the jurisdiction identify actions taken to encourage public housing residents to become more involved in management and participate in homeownership? 91.520(a) Yes ☐ No ☐ Comment ______

Did the jurisdiction identify actions taken to provide assistance to troubled PHAs? 91.520(a)
   Yes ☐ No ☐ N/A ☐ Comment ______

NOTE IDIS DEFECT: If reviewing a word download of the CAPER check the CR-05 screen to ensure that the grantee has not inserted any additional content. Grantees may insert content on this screen such as supplemental narrative text boxes, tables or images. Due to a system defect these insertions made under the first two text boxes on this screen do not appear in the downloaded word report.
CR-35 Other Actions  
91.220(j, k), 91.320(i, j), 91.420, 91.520(a) 

Did the jurisdiction describe actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220(j); 91.320(i)  
Yes ☐ No ☐ Comment ______

Did the jurisdiction identify actions taken to:

- Address obstacles to meeting underserved needs? 91.220(k); 91.320(j)  Yes ☐ No ☐
- Reduce lead-based paint hazards? 91.220(k); 91.320(j)  Yes ☐ No ☐  
**NOTE IDIS Defect:** The labels for the second text box is incorrectly repeated as the label for the 3rd text box. The third text box should contain a description of actions taken to reduce lead-based paint hazards. (The text boxes are correctly labeled in the word download)
- Reduce the number of poverty-level families? 91.220(k); 91.320(j)  Yes ☐ No ☐
- Develop institutional structure? 91.220(k); 91.320(j)  Yes ☐ No ☐
- Enhance coordination between public and private housing and social service agencies? 91.220(k); 91.320(j)  Yes ☐ No ☐
- Overcome the effects of any impediments identified in the jurisdiction’s analysis of impediments to fair housing choice. 91.520(a)  Yes ☐ No ☐  
**NOTE:** The jurisdiction must describe specific actions taken to affirmatively further fair housing.

Comment ______

--------

**NOTE IDIS DEFECTS:**
- If reviewing a word download of the CAPER check the CR-05 screen to ensure that the grantee has not inserted any additional content. Grantees may insert content on this screen such as supplemental narrative text boxes, tables or images. Due to a system defect these insertions made under the first six text boxes on this screen do not appear in the downloaded word report.

Monitoring – CR-40  
91.230, 91.330, 91.430  

Did the jurisdiction describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements?  
Yes ☐ No ☐ Comment ______

Did the jurisdiction describe efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports? 91.520(a)  
Yes ☐ No ☐ Comment ______
NOTE: A jurisdiction must make the report available to the public for examination and comment for a period of at least 15 days, include a review of program performance at public hearings, and must consider any comments or views of citizens received in writing, or orally at public hearings in preparing the performance report. (91.105) A jurisdiction is expected to take whatever actions are appropriate to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities. 91.105(a)(2)

NOTE IDIS DEFECT: If reviewing a word download of the CAPER check the CR-05 screen to ensure that the grantee has not inserted any additional content. Grantees may insert content on this screen such as supplemental narrative text boxes, tables or images. Due to a system defect these insertions made under the first text box on this screen do not appear in the downloaded word report.

CR- 45 – CDBG (CDBG grantees only) 91.520(d)

Did the jurisdiction specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences? 91.520(d)

Yes ☐ No ☐ Comment ______

Does this jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

Yes ☐ No ☐ Comment ______

If you answer yes to the BEDI question above, did the jurisdiction describe grant accomplishments and program outcomes during the last year.

Yes ☐ No ☐ Comment ______

NOTE: BEDI grantees should describe program accomplishments and outcomes following instructions for Section 108 reporting contained in Chapters 8 and 9 of the IDIS Online for CDBG Entitlement Communities Training Manual at: https://www.onecpd.info/resource/2685/idis-online-for-cdbg-entitlement-communities-training-manual/. Review IDIS PR03 Report to determine extent to which extremely low-income, low-income, and moderate-income served by each activity where information on income by family is required to determine the eligibility of the activity. 91.520(d)

CR-50 – HOME (HOME grantees only) 91.520(e)

Did the jurisdiction include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations, including:

A list of projects that should have been inspected on-site this program year based upon the schedule in §92.504(d)?

Yes ☐ No ☐ Comment ______

An indication of which of these were inspected and a summary of issues that were detected during the inspection?

Yes ☐ No ☐ Comment ______

A description of how it will remedy the situation for those properties that were not inspected?

Yes ☐ No ☐ Comment ______

Did the jurisdiction provide an assessment of the jurisdiction's affirmative marketing actions for HOME units? 92.351(b)
Did the jurisdiction provide data on the amount and use of program income for projects, including the number of projects and owner and tenant characteristics?
Yes ☐ No ☐ Comment _____

Did the jurisdiction describe other actions taken to foster and maintain affordable housing? 91.220(k); 91.520(a)
Yes ☐ No ☐ Comment _____

NOTE: This is not limited to the HOME program.

STATES ONLY: Did the state include the coordination of LIHTC with the development of affordable housing?
91.320(j); 92.520(a)
Yes ☐ No ☐ Comment _____

NOTE: This is not limited to the HOME program.

NOTE IDIS DEFECT: If reviewing a word download of the CAPER check the CR-05 screen to ensure that the grantee has not inserted any additional content. Grantees may insert content on this screen such as supplemental narrative text boxes, tables or images. Due to a system defect these insertions made under the first and third text boxes on this screen do not appear in the downloaded word report.

CR-55 – HOPWA (HOPWA grantees only)
91.520(f)

This table lists the one-year goals and actual number of households receiving HOPWA assistance for each eligible type of housing assistance. The One-Year Goal field is system-generated based on the information from screen AP-70 – HOPWA Goals in the Action Plan. Did the jurisdiction provide the actual numbers?
Yes ☐ No ☐ Comment _____

NOTE: The numbers reports for actual should be consistent with the accomplishments reported in the jurisdiction’s HOPWA CAPER.

NOTE IDIS DEFECT: CPD Representatives should review this table in IDIS. When values are entered into the table on this screen, the word download repeats every row 16 times and the “Totals” row is missing.

CR-60 ESG (ESG grantees only) (PAPER COPY – if full CAPER not submitted in IDIS)
91.520(g)

Did the jurisdiction complete all the required ESG recipient and subrecipient information?
Yes ☐ No ☐ Comment _____

NOTE: the grantee information referenced in sections 1 and 2 on this screen should be automatically populated in the word download of the CAPER with the information from the Grantee/PJ profile. CPD Representatives can confirm this information in each grantee’s profile.

ESG Persons Assisted – CR - 65  (ESG grantees only) (PAPER COPY – if not full CAPER submitted in IDIS)
91.520(g)
Did the jurisdiction complete all the required household information for persons served, including number of persons in households for:

Prevention Activities?
Yes ☐ No ☐ Comment _____

Rapid Re-Housing Activities:
Yes ☐ No ☐ Comment _____

Shelter?
Yes ☐ No ☐ Comment _____

Street Outreach?
Yes ☐ No ☐ Comment _____

Total for all persons in households served with ESG?
Yes ☐ No ☐ Comment _____

Did the jurisdiction complete all the required gender information?
Yes ☐ No ☐ Comment _____

Did the jurisdiction complete all the required age information?
Yes ☐ No ☐ Comment _____

Did the jurisdiction complete all the required special needs populations served information?
Yes ☐ No ☐ Comment _____

NOTE IDIS DEFECT: CPD Representatives should review this table in IDIS. Columns in the word version of Table 7 on this screen are mislabeled.

CR-70 – ESG Assistance Provided (ESG grantees only) (PAPER COPY – if not full CAPER submitted in IDIS) 91.520(g)

Did the jurisdiction report on shelter utilization rates for ESG expenditures?
Yes ☐ No ☐ Comment _____

Did the jurisdiction report on project outcomes data?
Yes ☐ No ☐ Comment _____

CR-75 ESG Expenditures – (ESG grantees only) (PAPER COPY – if not full CAPER submitted in IDIS) 91.520(g)

Did the jurisdiction report the dollar amount from each of the three most recent fiscal year allocations that was expended during the recipient’s program year for each ESG component, as well as match sources?
Yes ☐ No ☐ Comment _____

NOTE IDIS Defects:
• The years populate correctly on the screen but they are incorrect on the word report.
• CPD Representatives should review this screen in IDIS.
  o Totals in Tables 11e and 11g currently exclude “Street Outreach” expenditures from Table 11d in
the Word download.
- In Tables 11a through 11g, column headings are correct on the screen but they are displayed incorrectly the incorrect years in the Word download.

CONCLUSION AND RECOMMENDATION:

Based on my review of this report, in accordance with all applicable regulations, I find this report to be

☐ satisfactory
☐ unsatisfactory

Comments: Type comments here.

SIGNED:
Reviewer: ____________________________ Date: ________________
Program Manager: ______________________ Date: ________________
CPD Director: _________________________ Date: ________________
The following can be reviewed as part of the overall CAPER review. However, these items are not regulatory and a deficiency in any area does not affect the determination as to whether or not the CAPER is satisfactory.

A review of the following will assist the CPD Representative determine compliance with certain regulatory provisions and can be assessed as part of the Annual Community Assessment.

**CDBG Grantees Only:** Did the jurisdiction include the Financial Summary Report (PR26)?
Yes [ ] No [ ] Comment ______

**CDBG Grantees Only:** Was the 70% low/mod overall spending requirement for CDBG met?
Yes [ ] No [ ] Comment ______

**NOTE:** If this is a multi-year certification, please specify the period covered.

**Expenditure Limits**

Has the grantee exceeded the 20% administrative cap for CDBG?
Yes [ ] No [ ]

Has the grantee exceeded the 15% public service cap for CDBG?
Yes [ ] No [ ]

Has the grantee exceeded the 10% administrative cap for HOME?
Yes [ ] No [ ]

Has the grantee met the 15% CHDO set-aside for HOME?
Yes [ ] No [ ]

Has the grantee exceeded the 3% administrative cap for HOPWA or the 7% administrative cap by project sponsors under HOPWA?
Yes [ ] No [ ]

Has the grantee exceeded the 7.5% administrative cap for Emergency Solutions Grant?
Yes [ ] No [ ]

Does the amount of ESG funds for street outreach and emergency shelter activities exceed the greater of 60% of the jurisdiction’s fiscal year ESG grant or the amount of FY 2010 ESG funds committed for homeless assistance activities?
Yes [ ] No [ ]

Did the jurisdiction describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements?
Yes [ ] No [ ] Comment ______
Appendix K: Annual Plan Checklist
Annual Plan Checklist

Name of Housing Authority: 

Program Type: Combined / Public Housing Only / Section 8 Only

# of Public Housing Units: _____

# of Section 8 Vouchers: _____

HA Code: _____ End of Fiscal Year: _____ Designation: (Circle One)

Standard / High Performer / Troubled / At risk

Other: ________________________________

RAD program? ________________________________

Mandatory Element Assessment:

Page #

_____ a. Housing needs

_____ b. Eligibility, selection and admission policies, including deconcentration policies (public housing only) and waiting list procedures (including steps to affirmatively further fair housing)

_____ c. Financial resources

_____ d. Rent determination policies

_____ e. Operation and management

1 24 C.F.R. §903.7 describes each element in detail.
f. Procedures for:
   - Grievances by public housing tenants
   - Hearings for admission determinations to public housing
   - Hearings for selection and termination of voucher participants

g. Capital improvements plans

h. Plans for demolition and/or disposition of public housing. (See also discussion in Section 10 about demolition and disposition of public housing.)

i. Plans to designate developments as housing for elderly families and/or families with disabilities. (See also Chapter 12, Section III(C).)

j. Plans for conversion of public housing to tenant based assistance

k. Home ownership programs

l. Community service and self-sufficiency programs

m. Safety and crime prevention measures

n. Policies regarding pet ownership in public housing

o. Certification regarding compliance with civil rights obligations
   (including goals identified in Assessment of Fair Housing)

p. Results of the fiscal year audit

q. Asset management information

r. Additional information, including a brief statement of the progress in meeting mission and goals of Five Year Plan
Appendix L: Sample Comment Letter on Administrative Plan and Admissions and Continued Occupancy Policy
July 5, 2016

Linda Martin-Mason, Director of Government Affairs and Policy  
San Francisco Housing Authority  
1815 Egbert Avenue  
San Francisco, CA 94124  

Re: Response to invitation for public comments for SFHA 2016 Annual Plan Process

Dear Ms. Martin-Mason:

In response to the invitation for comments, Bay Area Legal Aid, the Housing Rights Committee of San Francisco, and the National Housing Law Project jointly submit the attached comments.

Thank you very much for considering these comments. If you have any questions, please feel free to contact Lauren DeMartini at (415) 982-1300, ext. 6356.

Sincerely,

/\  
Jessica Cassella, Ralph Abascal Fellow / Staff Attorney  
National Housing Law Project

[Signature]
Lauren DeMartini, Staff Attorney  
Bay Area Legal Aid

[Signature]
Linda Galbreth, Staff Attorney  
Bay Area Legal Aid

[Signature]
Lauren Lofton, Public Housing Advocate  
Housing Rights Committee of San Francisco
GENERAL COMMENTS

SFHA should add the following language to every instance where the ACOP and Admin Plan reference arrests and/or convictions: “Pursuant to the Fair Housing Act and Notice PIH 2015-19, SFHA will never use arrest records or police reports as the sole basis for denying admission, terminating assistance, or evicting tenants from public or other federally subsidized housing. Additionally, SFHA will not impose a blanket prohibition on any person with any conviction record and will take into account the nature, severity, and recency of an individual's criminal conduct.”

This language is supported by HUD’s recent fair housing guidance, entitled HUD Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions, and is critically important to clarify that police reports or arrest records alone will not be enough to deny or terminate assistance in SFHA properties. It is also essential that SFHA act in accordance with HUD guidance and clarify what evidence of criminal activity is considered “credible” or what will be permissible “supporting documentation.”

SFHA ADMINISTRATIVE PLAN

GENERAL COMMENTS ON ADMINISTRATIVE PLAN

The title of this plan, currently the “Housing Choice Voucher Program Administrative Plan,” should be changed to reflect the fact that the plan includes information on subsidy programs other than just the HCV program (i.e. the Project-Based Voucher (PBV) program). Housing authorities like the Oakland Housing Authority have simply entitled their plan “Administrative Plan.”

SFHA should also clarify the relationship between Chapter 17 (Project-Based Vouchers) and Chapter 18 (Rental Assistance Demonstration). There are some provisions in Chapter 17 and elsewhere in the Admin Plan that will apply to RAD PBV families. SFHA should consider including throughout Chapter 18 references to other chapters in the Administrative Plan that apply to RAD PBV families. Alternatively, SFHA should mention at least at the beginning of Chapter 18 that other chapters of the Administrative Plan apply to RAD PBV families (and list out which chapters).
CHAPTER 2: FAIR HOUSING AND EQUAL OPPORTUNITY

2-II.D. Verification of Disability

Where the initial reasonable accommodation paperwork includes appropriate verification that there is a permanent need for the accommodation, or where said need remains obvious to SFHA staff, the household member should not be required to resubmit additional verification. In addition, there is a common problem of submitted paperwork not being properly retained in the file. Where it is evident that the household submitted paperwork and said paperwork has been lost or misplaced by SFHA, the burden should not be on the household member to resubmit.

2-II.E. Approval/Denial of a Requested Accommodation

Consistent with applicable law, e.g., the HUD/DOJ joint statement on reasonable accommodation, the language should reflect a requirement that the SFHA engage in the interactive process, i.e., change "may" to "must."

CHAPTER 3: ELIGIBILITY

3-I.B. Family and Household

Given the difficulty of finding housing in San Francisco, it would better reflect the housing needs of the local community to leave the age cutoff for returning adult children at 26, rather than change it to 24.

3-I.M. Live-In Aid

Addition of a Live-In Aid

Where the initial reasonable accommodation paperwork includes appropriate verification that there is a permanent need for the accommodation, or where said need remains obvious to SFHA staff, the household member should not be required to resubmit additional verification.

The requirement that a disabled family submit a new written request for a live-in aid in cases involving permanent or long-term disability is unduly burdensome, unnecessary for program administration, and jeopardizes a disabled tenant's housing stability.

A reasonable accommodation request is a multi-step process and requires supporting documentation from a medical provider. Some providers require an appointment before producing such a letter. Having to schedule and attend an additional medical appointment costs the family time and money they would not otherwise spend. SFHA also requires verification directly from the medical provider. This delays the reexamination process, increases the chance of the family not being able to comply because the verification will not be timely completed by the medical provider or timely received or processed by SFHA.
Additionally, many families are not aware of this requirement, often due to their disability or LEP status. As a result, they do not re-apply for a live-in aid and their voucher size is reduced on the mistaken assumption that the live-in aid is no longer necessary. It often takes months to reinstate the live-in aid and correct the voucher size through administrative hearings. During this process, the tenant's share of the rent may increase to an unaffordable level, putting the participant family in danger of eviction for nonpayment of rent. This practice jeopardizes the stability of the disabled tenant's housing. This practice also interrupts payments to the landlord and creates an administrative burden on SFHA to have to correct the voucher size and make retroactive payments to the landlord.

To reduce the burden on SFHA and the participant household, the participant should only be required to apply for a live-in aid when the need for the live-in aid first arises. We request that SFHA remove the requirement that a participant family re-submit a new request for a live-in aid and find a less burdensome way to verify the continued need for a live-in aid.

Denial of a Live-In Aide

An individual should not be barred from serving as a live-in aide where they owe a debt to the SFHA, as said debt does not reflect on their qualification to serve as a live-in aide. In addition, the benefit of housing accrues to the family, and only incidentally to the live-in aide, who has no tenancy rights and is required to work for their keep in the household. In the alternative, if old debt is to be counted, it should be limited to 3 years as it would be for the household.

The constraint on live-in aide should be limited to exclude a person who would "not be living in the unit except to provide the necessary supportive services." 24 CFR 5.403. The Admin Plan language should not be expanded, as proposed, to include any person who is "the owner of the unit, lives in the unit or has an interest in the subsidized unit."

**CHAPTER 5: BRIEFINGS AND VOUCHER ISSUANCE**

**5-II.B. Determining Family Unit (Voucher) Size**

Families of 2 should be permitted but not required to accept a studio-size voucher. The proposed change would permit the SFHA to require a family of two persons to reside in a studio. Housing is already prohibitively difficult to find in San Francisco, and reducing voucher-size to families will compound the existing problem of payment standards being too low to reflect actual market level rents. This problem regularly results in families losing vouchers or porting out of San Francisco.

Living rooms should not be counted as bedrooms.

We request that the Administrative Plan be clarified to make explicit that the SFHA will not count living rooms as bedrooms in making voucher size determinations. This is consistent with guidance from HUD, which in a memorandum from HUD’s Office of General Counsel clearly states:
“A key principal of subsidy standards is that the voucher is always tied to the number of bedrooms needed by the family. There are no HCV statutory, regulatory or administrative authority that considers a living room a ‘bedroom.’” Memorandum from Chung-yiu “Andrew” Lee, Office of General Counsel, Assisted Housing Division, to Laure Rawson, Office of Public and Indian Housing, Office of Voucher Management Operations (June 25, 2013).

The memorandum from General Counsel goes on to state, “[u]nder no circumstances may a PHA compel a family to have its family member(s) reside in a living room or accept fewer bedrooms than what the family needs.”

Members of different generations should not be required to share bedrooms. Language should be added to the Administrative Plan to require that, in making voucher size determinations, the SFHA will not force members of different generations to share bedrooms. It is widely recognized that public housing residents should not be forced to room members of different generations in the same bedroom. In line with this, the SFHA Admissions and Continued Occupancy Policy for Public Housing establishes that “persons of different generations will not be required to share a bedroom.” The rationale underlying this SFHA public housing policy applies equally well to individuals in the voucher program, and should inform SFHA voucher-size determinations under the Voucher Program.

Children of opposite gender identification should not be required to share a bedroom. The SFHA policy providing that children of the opposite sex, other than those under five (5) years old, may not be required to occupy the same bedroom should be expanded to include children of opposite gender identification, rather than acknowledging only an assigned at-birth sex designation.

5-II.E. Voucher Term, Extensions, and Suspensions

The proposed language to increase the voucher term reflects a much needed change for program participants in San Francisco. We strongly support this change.

CHAPTER 6: INCOME AND SUBSIDY DETERMINATIONS

6-I.E. Earned Income Disallowance for Persons with Disabilities

Because the new language reflects two different sets of requirements depending on the applicable date, the revised version should include both the Original Calculation Method and the Revised Calculation Method.

6-III.D. Applying Utility Allowances

If there is a possibility that the utility allowance will be decreased at the contract anniversary, any new payment standard should be applied at the same time, such that the household gets the benefit of the higher payment standard.
CHAPTER 7: VERIFICATION

7-III.B. Sporadic, Seasonal, and Temporary Income

Per 24 C.F.R. 5.609(c)(9) temporary or sporadic income is not included in annual income because it is not predictable or reliable. Chapter 6 of the SFHA Admin Plan acknowledges this. For the same reason, it is problematic to use past year IRS tax return to project forward where such income is not predictable or included. This proposed language providing for this method of verification should be stricken.

CHAPTER 8: HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS

8-I.C. Life Threatening Conditions

Although we recognize that under RAD, HUD requires that all units meet HQS no later than the date of the completion of initial repairs as indicated in the RAD Conversion Commitment, SFHA should require developers to comply with current code requirements and HQS as soon as possible, and should provide automatic rent abatement for tenants who are living in substandard and unsafe conditions that are in violation of HQS and/or local/state housing laws. SFHA should also clarify that for existing buildings converting to RAD that will be rehabilitated, existing non-conforming building conditions are not required to be upgraded to comply with current code only at the time of RAD conversion. After the RAD rehabilitation has been completed, these building will be required to comply with HQS and current code.

8-II.C. Annual/Biennial HQS Inspections

If a particular unit or building has a negative inspection history, an annual inspection of the unit itself should be required and a sampling-based inspection method should not be used. The proposed language seems to permit owners to be present in place of tenants. This seems like a fine change where the tenant is in agreement, however, it should be made clear in the proposed language that an owner is still required to adhere to the requirements of Cal. Civil Code 1954 regarding landlord entry to a unit, by providing proper notice. In addition, the failure of an owner to be present after committing to be present should in no case be attributed to the tenant as a missed inspection appointment.

8-III.B. When Rent Reasonableness Determinations Are Required

Any new payment standard should be applied whenever the household rent in increased owing to a landlord request for rent increase, even if it would otherwise not be applied until a later date.

Attachment A and the redlined HCV with proposed changes says that a unit must have passed inspection in the 12 months prior to an owner rent increase. The grid summarizing changes says 24 months. 12 months is an appropriate period, and any proposed change should reflect the shorter window.
8-III.D. SFHA Rent Reasonableness Methodology

Given rapid changes in the rental market, data that is not current (i.e., originating within the past 24 months), may not be a reasonable basis for approving a rent increase under the rent reasonableness policy. Thus the requirement that comps be drawn from recent data should be retained.

CHAPTER 10: MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

10-II.B Initial PHA Role

If the family owes money to the SFHA, they will not be allowed to port out to another jurisdiction until the debt is repaid.

Under 24 CFR 982.552 and Notice PIH 2011-3, SFHA has the discretion to allow families to port out to another jurisdiction "[i]f the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act." As such, we strongly believe that SFHA should not place such a restricting limitation on families who seek to live in more affordable communities. If families who owe debt to the SFHA are barred from porting out, they will often be less able to repay the SFHA because of the staggering rent levels in San Francisco. By allowing these families to port to more affordable areas, they will more likely be able to repay debts. In addition, because San Francisco is so unaffordable, families who do not have an option to leave (some of whom will have been forced out due to no-fault evictions by landlords so common in San Francisco) will find themselves homeless if they cannot port out of San Francisco.

Alternatively, if there is a significant amount of collectable debt owed to SFHA by tenants who wish to exercise their portability rights, SFHA should instead utilize repayment agreements as the tool to recover any collectable debt, and should not otherwise restrict families who wish to exercise their portability rights. In other words, SFHA should not prevent families from porting out if they have entered into repayment agreements with SFHA for any current and collectible debt owed.

CHAPTER 11: REEXAMINATIONS

11-II.D Processing the Interim Reexamination

We strongly urge SFHA to keep the original language that provides an earlier effective date for decreases in tenant rent. There is a clear policy reason for setting a faster timeline for implementing tenant rent decreases. For tenants living on limited resources, a decrease in their household income could make it impossible to afford their previous rent portion for an
additional thirty days. The proposed language change risks putting tenants in the precarious position of not paying unaffordable rent and facing eviction, or forgoing basic life necessities in order to preserve stable housing.

It is not reasonable or fair that households should lose a retroactive benefit in instances where SFHA delay or other persons outside the control of a household results in slow verification. In addition, the following sentence should not be deleted: “In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.”

**CHAPTER 13: OWNERS**

**13-II.E. HAP Contract Term and Terminations**

It is dangerous and inappropriate to require tenants to behave in a "professional" manner towards PHA staff. This term is ambiguous and is not the appropriate standard outside of a limited set of workplace environments. A quick review of common dictionary definitions of the word supports that this is not a reasonable ground for termination of a basic housing benefit.
CHAPTER 18: RENTAL ASSISTANCE DEMONSTRATION

In order to help educate RAD tenants about the important, tenant-supportive policies and procedures that have been created through various San Francisco RAD Working Groups, the final versions of these policies and procedures should be hyperlinked to the SFHA Administrative Plan in the corresponding sections. These policies and procedures were negotiated with a wide variety of stakeholders, including SFHA, MOHCD, RAD developers and tenant advocates, and include the following documents: RAD Emergency Referral Policy (should be included in full in the Administrative Plan), RAD Applicant Referral Procedure (should be hyperlinked on page 621 of the Administrative Plan), RAD Tenant Selection Guidelines (should be hyperlinked on page 615 of the Administrative Plan), and RAD Relocation and Transition Plan should be hyperlinked on page 103 of the Administrative Plan).

No Re-screening of Tenants Upon Conversion (p. 566)

SFHA should clarify what the following sentence means: “The SFHA will make their best effort to appropriately size households throughout the conversion.” What is the SFHA’s responsibility versus the owner’s responsibility to appropriately size households? What does the term “throughout conversion” mean? Does this mean before closing and/or after closing during rehabilitation of the units?

Renewal of Lease (p. 566)

SFHA should clarify that the owner is obligated to renew all leases upon lease expiration. Currently, this section states that the “PHA must renew all leases upon lease expiration.” After a RAD conversion, the lease is between the owner and tenant, not SFHA and tenant.

Resident’s Procedural Rights (p. 568)

SFHA should clarify that the owner is obligated to provide adequate written notice of termination of the lease. Currently, this section states that the “termination procedure for RAD conversions will require that PHA’s provide adequate written notice of termination of the lease.” After a RAD conversion, the notice of lease termination obligations identified in this section are the owner’s obligations, not SHFA’s obligations.

Choice Mobility Vouchers (p. 569)

SFHA should add the following clarifying language to the second paragraph of this section:

“This means that SFHA will not place a limit on the number of vouchers or other comparable tenant-based rental assistance given to RAD PBV families after one year of occupancy at a RAD PBV property.”
SFHA should also clarify how the joint RAD PBV and non-RAD PBV choice mobility waiting list will be prioritized (will RAD PBV families receive preferences over non-RAD PBV families on the waiting list?) and how RAD PBV families will be able to obtain their tenant-based voucher or get on the waiting list. SFHA should update the “HCV Priorities Chart” with this information.

**Definitions of Family and Household Members: Guests (p. 577, 589)**

The guest policy should be updated to reflect the guest policy language in the RAD House Rules. Currently, there is different, conflicting language between the relevant section of the RAD House Rules and this section. For example, the guest maximum stay should include an exception for situations where the RAD Property Manager has provided written permission and this section does not include VAWA exceptions for when residents are held responsible for the conduct and actions of their guests.

**Denial of a Live-In Aide (p. 580)**

SFHA should clarify that the only circumstances in which the SFHA will remove a particular person as a live-in aide is if the tenant determines that the person is no longer necessary for their own care or if SFHA does not receive the necessary paperwork for the live-in aide.

Also, SFHA should not deny a live-in aide, who is essential to the care of a tenant, if the proposed live-in aide owes rent or other amounts to the SFHA or to another PHA in connection with the Housing Choice Voucher Program, RAD, or Conventional Public Housing Program under the 1937 Act. The live-in aide’s debt to the SFHA or another PHA has no bearing on their fitness as a live-in aide or the tenant’s need for their critical care. Additionally, the live-in aide does not pay rent, so past debts owed are not needed to determine the likelihood that the live-in aide will regularly pay rent or other charges as necessary.

**Denial of Assistance (p. 588-599)**

This section should more clearly distinguish between when it is referring to a termination of assistance of a current tenant or initial denial of assistance to an applicant.

**Previous Behavior in Assisted Housing (p. 592)**

Pursuant to the discretion allowed by 24 CFR 982.552, SFHA should remove the following events from the paragraph entitled “The SFHA will terminate a family's assistance.” SFHA should not terminate a family's assistance under the following circumstances because they are not relevant to the family's current tenancy:

- Any family member has been evicted from federally assisted housing in the last five years.
• Any PHA has ever terminated assistance under the program for any member of the family

Also, SFHA should not terminate a family's assistance under the following events because they may not be relevant to the family's current tenancy:

• The family has breached the terms of a repayment agreement entered into with the SFHA more than one time in any 12-month period.
• The family refuses to enter into a repayment agreement with the SFHA for past debt owed.
• The family currently owes rent or other amounts to any PHA in connection with the HCV, Certificate, Moderate Rehabilitation, or other public housing programs.

SFHA should move all of these circumstances to the paragraph in the same subsection entitled "The SFHA will not terminate a family's assistance..." because these circumstances do not reflect circumstances surrounding the current tenancy, and such language does not support the critical housing retention goals of the SFHA program.

Other Permitted Reasons for Denial of Assistance: Previous Behavior in Assisted Housing (pp. 592-593)

Pursuant to the discretion allowed by 24 C.F.R. 982.552, SFHA should remove the following events from the paragraph entitled “The SFHA will terminate a family’s assistance.” SFHA should not terminate a family’s assistance under the following circumstances because they are not relevant to the family’s current tenancy:

• Any family member has been evicted from federally assisted housing in the last five years.
• Any PHA has ever terminated assistance under the program for any member of the family.

Also, SFHA should not terminate a family’s assistance under the following events because they may not be relevant to the family’s current tenancy:

• The family has breached the terms of a repayment agreement entered into with the SFHA more than one time in any 12-month period.
• The family refuses to enter into a repayment agreement with the SFHA for past debt owed.
• The family currently owes rent or other amounts to any PHA in connection with the HCV, Certificate, Moderate Rehabilitation, or other public housing programs.

SFHA should move all of these circumstances to the paragraph in the same subsection entitled “The SFHA will not terminate a family’s assistance...” because these circumstances do no
reflect circumstances surrounding the current tenancy, and such language does not support the critical housing retention goals of the SFHA program.

SFHA should also clarify that it will not terminate the assistance of a household that converted from public housing to RAD if the household breaches a repayment agreement with SFHA, refuses to enter into a repayment agreement with SFHA, or currently owes rent or other amounts to any PHA.

**RAD Assistance Eligibility (p. 593)**

The beginning of this section should briefly describe that there is a two-step screening process under RAD, where SFHA will only screen for subsidy eligibility and the RAD Property Managers will screen for certain additional tenant selection criteria. The final version of the RAD Tenant Selection Guidelines and RAD Applicant Referral Procedure, negotiated and finalized by the RAD Waiting Lists and Referrals Working Group, should be linked in this subsection in order to both illustrate and educate applicants about this dual screening process.

**RAD Applications Process (p. 609)**

This section should be rewritten to describe the two-step screening process under RAD, where SFHA will only screen for subsidy eligibility and the RAD Property Managers will screen for certain (limited) additional tenant selection criteria. The final version of the RAD Tenant Selection Guidelines, negotiated and finalized by the RAD Waiting Lists and Referrals Working Group, should be attached or incorporated in this section in order to both illustrate and educate applicants about this dual screening process.

**Organization of the Waiting List (p. 611)**

SFHA should provide more information in this subsection about how applicants can learn more about and apply for the RAD site-based waiting lists. Will the applications be via the online Applicant Portal (which is not currently operational)? Where will there be more information for applicants to learn more about each of the RAD properties when applying for the site-based waiting lists?

**Removal from the Waiting List (p. 614)**

Tenants who are awaiting an emergency referral should not be automatically removed from other RAD site-based waiting lists.

**RAD Emergency Referral Policy for In-Place Residents (p. 623)**

We strongly support the RAD Emergency Referral policy that was negotiated with various representatives on the RAD Emergency Referral Working Group. As such, we strongly believe that the entire negotiated policy should appear in the Administrative Plan, instead of being hyperlinked within. Putting this negotiated RAD Emergency Referral policy in its entirety in the
Admin Plan, including the definitions of qualifying emergencies, required documentation to prove those emergencies, and SFHA's and owners' role and responsibilities (especially regarding critically important timelines for tenants with time-sensitive emergencies) would better hold all parties responsible for the policy's agreed upon terms and would ensure that any future changes would be subject to public input and transparency.

The following sentence should be added at the end of the second paragraph:

“The SFHA will follow the policies and procedures described here [insert link] to transfer certified referrals in an expedient manner.”

Additionally, SFHA should remove the summarized definitions included before the chart and keep the negotiated definitions of emergencies that appear in the “description” column of the chart.

The following language should also be added to this section:

“Certified RAD Participant Household Emergency Referrals shall be offered the first available unit from the properties selected by the RAD participant household on the Certified Emergency Referral Form. RAD participant households may refuse to accept an emergency referral for “good cause.” Good cause for refusal of an emergency referral is limited to the following:

- The RAD participant household documents to the SFHA’s satisfaction that accepting the offer will place a household member’s life, health or safety in jeopardy. The RAD participant household should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or other certifications or attestations. Reasons offered must be specific to the household.

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member within a RAD participant household.

SFHA will require documentation of good cause for unit refusals.

If the RAD participant household rejects a unit for good cause, they will remain in queue for the next available unit at the properties selected by the RAD participant household on the Certified Emergency Referral Form. Should the household fail to affirmatively accept the offer within 10 business days, including denial of an offer without good cause, the RAD participant household will be deemed to have rejected the offer and the RAD participant household shall lose its emergency referral preference on all site-based waiting lists.”
Determining Family Unit Size (p. 629)

SFHA should clarify that it will not require tenants to count living rooms as bedrooms in making voucher size determinations. The tenants may choose to occupy the living room as a bedroom, but SFHA should not require tenants to do so.

Additionally, SFHA should add language to the Administrative Plan to require that, in making voucher size determinations, the SFHA will not require members of different generations to share bedrooms. Again, tenants should retain the option to do so, but SFHA should not require it.

The SFHA policy providing that children of the opposite sex, other than those under five (5) years old, may not be required to occupy the same bedroom should be expanded to also include children of opposite gender identification, rather than acknowledging only an assigned at-birth sex designation.

SFHA should also revise the following statement: “The family unit size does not dictate the size of unit the family must actually lease.” This statement is contrary to the regulations governing PBV units, under which the family unit size determination in turn determines the size of the unit that must be leased to the family. (24 CFR 982.402 (“The PHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions[;]

For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards (family unit size’); 24 CFR 983.253(b) (“The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards”); 983.260 (“The PHA subsidy standards determine the appropriate unit size for the family size and composition”).) This statement is confusing and misleading because it implies that a family doesn't have the right to an appropriate size unit under SFHA’s subsidy standards. Unlike the HCV program, PBV families must be housed in appropriately sized units.

SFHA should also include language in this section similar to that in the “Leasing” and “Overcrowded” sections in Chapter 17, which addresses situations where families are housed in wrong size units. See 24 CFR 983.260(b) (“If the PHA determines that a family is occupying a . . . [w]rong-size unit . . . the PHA must offer the family the opportunity to receive continued housing assistance in another unit” pursuant to the policy stated in the PHA’s administrative plan”).

The RAD chapter should also specify the ways in which RAD families who have converted from public housing will be treated differently vis-à-vis right-sizing than families who move in post-conversion. The plan should make clear that, before any new families are offered units in a RAD building, existing families who converted from public housing must be offered an appropriate size unit if one is available. This obligation of the owner/SFHA to offer a right-sized unit includes situations where a converted family's current unit is too small under SFHA's subsidy standards. Where the family's current unit is too small and an appropriate size unit is not available, the plan should require that the family should first be offered the smallest "too large"
unit available. If such a unit is not available, then the family should be offered the next largest available unit. If there is no larger unit available, then the family should be allowed to remain in the unit.

**Exceptions to Subsidy Standards (p. 630-631)**

If SFHA determines that an exception to the subsidy standards is warranted that results in a family occupying a unit that is too small under the subsidy standards, documentation of that determination and the reasons therefore should be made in writing and maintained in the tenant file. Such documentation should be signed by the tenant and SFHA.

As discussed above, a situation may occur where a family converted under RAD is housed in a unit that is smaller than an "appropriate size unit" under the subsidy standards, but still big enough to comply with HQS. In such case, SFHA should inform the tenant in writing that the assigned unit is too small under the subsidy standards and that the family is entitled to transfer to an appropriately sized unit once one becomes available. In addition, the Plan should set forth a procedure implementing this.

**Grievance Procedure (p. 635-644)**

The current grievance procedure in the Administrative Plan differs from the more recently updated grievance procedure that is included in RAD tenants’ lease packet, including the key timeline requirements. The grievance procedure in the Administrative Plan should be updated to include the grievance procedure that is currently attached to RAD tenants’ lease packet.
SFHA ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 3: ELIGIBILITY

3-I.C. Family Break-Up and Remaining Member of Tenant Family

SFHA Policy

The rent arrearages by the former head of household incurred within the last three (3) years will be placed in the debts owed module in the Enterprise Income Verification System (EIV). The EIV entry will be limited to the former head of household and any household members who have voluntarily or involuntarily moved out of the subsidized unit. It will not include the names of remaining family members that continue to live in the subsidized unit.

We request that you add the language above to specify that debt will be reported in EIV only for members of the household who have left the program. The EIV debt reporting requirement is triggered when a tenant’s participation in the HUD rental assistance program is terminated. Remaining household members who continue to participate in the SFHA public housing program should not have debt reported to EIV in their names.

In addition, the added language should be a separate numeral since it is unrelated to the other language in item (3) that addresses remaining family members under the age of 18.

3-I.M. Live-In Aide

SFHA should not deny a live-in aide, who is essential to the care of a tenant, if the proposed live-in aide owes rent or other amounts to the SFHA or to another PHA in connection with the Housing Choice Voucher Program, RAD, or Conventional Public Housing Program under the 1937 Act. The live-in aide’s debt to the SFHA or another PHA has no bearing on their fitness as a live-in aide or the tenant’s need for their critical care. Additionally, the live-in aide does not pay rent, so past debts owed are not needed to determine the likelihood that the live-in aide will regularly pay rent or other charges as necessary. This policy unfairly penalizes elderly or disabled public housing participants by potentially depriving them of the best-suited provider of live-in assistance.
3-III.C. Other Permitted Reasons for Denial of Admission

SFHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied admission.

*SFHA should exercise discretion and lower the time period from five years to three years as permissible by federal regulations.*

SFHA Policy

The SFHA will deny admission to an applicant family if the SFHA determines that the family…

Active in or threatened violent or abusive behavior toward SFHA personnel.

*Language should be added to allow SFHA to consider the extent of culpability of SFHA staff in escalating a negative interaction with a household member by responding in an inappropriate fashion or a pattern of engaging with tenants in an unprofessional manner.*

CHAPTER 6: INCOME AND RENT DETERMINATIONS

6-III.B. Financial Hardships Affecting Minimum rent

SFHA Policy

Financial hardships do not apply to repayment/housing retention agreements. Additionally, a hardship must be requested within 15 calendar days from the TTP redetermination.

*We request that this proposed addition be removed.*

If SFHA finds that a family is unable to pay the minimum rent of $25.00, it is unreasonable and unduly burdensome to require that they continue to make payments on a housing retention
agreement. In addition, this is inconsistent with the language in Chapter 16 which does allow for consideration of undue financial hardship. At the very least, SFHA should exercise discretion in determining whether a family’s hardship exemption should suspend the repayment agreement in addition to the minimum rent.

Imposing a fifteen day limitation on requesting a hardship is unreasonable. If a family is already paying the minimum rent and experiences an additional decrease in income that meets the standards of financial hardship, their request for a rent suspension should not be tied to the date of a TTP redetermination as it would be unnecessary to conduct an interim reexamination. The fifteen day deadline should either be removed or additional language should be added to exempt situations where it is impractical to request a hardship within 15 days of TTP redetermination.

CHAPTER 8: LEASING AND INSPECTIONS

8-II.D. Inspection Results

To request rent abatement for habitability issues reported before January 1, 2015, a tenant must fill out a “Rent Abatement Request” form and submit it to the property office during their tenancy with the SFHA.

We discourage SFHA from adopting a requirement that the “Rent Abatement Request” form be submitted during a family’s tenancy with SFHA. This provision is particularly problematic for tenancies that are converting to PBV, RAD, or HOPE SF. These tenants may not be aware of the need to request abatement until after SFHA has completed reconciling their tenant file. We know that SFHA is working diligently to ensure timely reconciliation of tenant ledgers, but the reconciliation was not finalized by conversion for some RAD Phase I tenants, and we are still in the process of negotiating repayment agreements for some of these families. We request that SFHA delete the proposed language, or at the least, create an exception to this requirement when abatement is requested in connection with negotiating a repayment agreement.

CHAPTER 9: REEXAMINATIONS

9-I.E. Effective Dates

The language “or an interim reexamination” must be removed. Part I of Chapter 9 involves annual reexaminations. Part III of Chapter 9 covers interim reexaminations. Any policies regarding interim reexaminations should be detailed in Part III.

9-III.D. Processing the Interim Reexamination

We strongly urge SFHA to keep the original language that provides an earlier effective date for decreases in tenant rent. There is a clear policy reason for setting a faster timeline for implementing tenant rent decreases. For tenants living on limited resources, a decrease in their
household income could make it impossible to afford their previous rent portion for an additional thirty days. The proposed language change risks putting tenants in the precarious position of not paying unaffordable rent and facing eviction, or forgoing basic life necessities in order to preserve stable housing.

In addition, households should not lose a retroactive benefit in instances where a verification delay is caused by SFHA or other persons outside the control of a household. The following sentence should not be deleted: In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

**CHAPTER 16: PROGRAM ADMINISTRATION**

**16-III.B. Repayment Policy**

*SFHA should not set a $25 ceiling for a minimum repayment amount. The ACOP should allow for case by case consideration of the circumstances, and permit a hardship exemption when a family is unable to afford monthly payments due to a loss in household income.*

Repayment Agreements Requested of Ex-Tenants

*Since this section specifically applies to former public housing tenants who converted to the Housing Choice Voucher Program, this language would more appropriately be placed in the Administrative Plan.*

*SFHA should allow repayment agreements for former public housing tenants and should not require full payment. Creating unduly harsh policies does little to increase the likelihood that tenants will pay debts to SFHA. If a former tenant is unable to afford paying off a debt in full, then this policy penalizes the tenant, creates another homeless family, and provides no benefit to SFHA. This proposed addition should be removed, or at the very least modified to allow for discretion and consideration of individual circumstances.*
Appendix M: Public Housing Authority Plan Timeline
# Public Housing Authority Plan Timeline

<table>
<thead>
<tr>
<th>Action</th>
<th>Jan. 1 FY Start Date</th>
<th>Apr. 1 FY Start Date</th>
<th>July 1 FY Start Date</th>
<th>Oct. 1 FY Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHA should begin to develop plan for coming year. RAB and tenants should review prior year plan, develop issues, determine progress on prior year goals and strategies. Current year approved plan attachments and supporting documents are available for review.</td>
<td>May (Prior Year) 8 mos.</td>
<td>Aug. (Prior Year) 8 mos.</td>
<td>Nov. (Prior Year) 8 mos.</td>
<td>Feb. 8 mos.</td>
</tr>
<tr>
<td>PHA should have available a draft plan and should be discussing the plan with RAB and tenants and other advocates, such as housing advocates, disability rights groups, homeless advocates and other agencies such as welfare and jurisdiction consolidated plan agency.</td>
<td>Mid-July (Prior Year) 5.5 mos.</td>
<td>Mid-Oct. (Prior Year) 5.5 mos.</td>
<td>Mid-Jan. 5.5 mos.</td>
<td>Mid-Apr. 5.5 mos.</td>
</tr>
<tr>
<td>Notice of hearing, proposed plan on file for review, RAB members names published.</td>
<td>Mid-Aug. (Prior Year) 4.5 mos.</td>
<td>Mid-Nov. (Prior Year) 4.5 mos.</td>
<td>Mid-Feb. 4.5 mos.</td>
<td>Mid-May 4.5 mos.</td>
</tr>
<tr>
<td>Public hearing (time should be allowed between public hearing and date plan is due at HUD to make revisions based upon comment).</td>
<td>First week Oct. (Prior Year) 3 mos.</td>
<td>First week Jan. 3 mos.</td>
<td>First week Apr. 3 mos.</td>
<td>First week July 3 mos.</td>
</tr>
<tr>
<td>Plan due at HUD.</td>
<td>Mid-Oct. (Prior Year) 2.5 mos.</td>
<td>Mid-Jan. 2.5 mos.</td>
<td>Mid-Apr. 2.5 mos.</td>
<td>Mid-July 2.5 mos.</td>
</tr>
<tr>
<td>HUD approves plan and notifies PHA. PHA provides RAB with a copy of approved plan, notice of approval and funding awards. Or plan rejected.</td>
<td>Jan. 1</td>
<td>Apr. 1</td>
<td>July 1</td>
<td>Oct. 1</td>
</tr>
</tbody>
</table>

1 Prepared by the National Housing Law Project November 2001.