

**U.S. DEPARTMENT OF HOUSING &  
URBAN DEVELOPMENT**

**CONSOLIDATED PLAN  
ANNUAL ACTION PLAN  
2014 PROGRAM YEAR**

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# ACTION PLAN

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## I. EXECUTIVE SUMMARY

The 2014–2015 Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Lancaster. It is the tenth Action Plan in the implementation of the City's two consecutive five-year Consolidated Plans. Both the Consolidated Plan and the Action Plan are implemented by the City's Department of Housing and Neighborhood Revitalization.

The City anticipates receiving \$1,327,711 from the federal Community Development Block Grant (CDBG) program in the 2014 program year and will reprogram \$252,000 from unused CDBG funds from prior years' funding for a total of \$1,579,711. The City will not apply for Home Investment Partnership Program (HOME) funds at the Federal level but will apply through the competitive process to the State of California for HOME funds. The City also plans to meet its community development and housing needs using a variety of other funding sources including the Neighborhood Stabilization Program Three (NSP3).

City staff encouraged citizen participation throughout the Action Plan process. This included encouraging local organizations and public comment during the public review period. Using research and input from the public, City staff formulated the objectives and outcomes that are briefly described below.

### OBJECTIVES

The City of Lancaster will address the following objectives during the 2014–15 program year. These objectives are:

1. Assisting the homeless
2. Addressing non-housing needs through neighborhood revitalization efforts
3. Maintaining and/or increasing affordable housing
4. Addressing the needs of special needs groups

### OUTCOMES

The City's outcomes for this planning period are primarily directed at neighborhood revitalization and affordability and accessibility of housing for target-income residents.

The City will offer very low- to moderate-income home buyers the opportunity to acquire rehabilitated homes as part of the neighborhood revitalization efforts. The City also received a Neighborhood Stabilization Program (NSP3) allocation of \$2,364,566 from the U.S. Department of Housing and Urban Development to sustain the City's stock of

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affordable housing while addressing the blighting conditions caused by vacant and foreclosed homes.

The City will support the Lancaster Community Shelter for the Homeless and support the City's regional Homeless Solutions Access Center. The City will continue to support the Lancaster Community Shelter through CDBG public service activities such as operations, maintenance, labor, supplies and materials.

The City will address the needs of low- to moderate-income residents in the areas of housing rehabilitation in regards to accessibility and energy efficiency, public facility needs through infrastructure improvements and neighborhood revitalization projects. These projects will also create jobs for low- to moderate-income residents. The City will also address the needs of low- to moderate-income residents through the development of public safety facilities and programs.

The City will also fund fair housing services, which are expected to benefit approximately 600 residents:

- The Housing Rights Center will provide fair housing services including training, counseling, testing, mediation, informational printed materials (English, Spanish, and Asian languages), community outreach and education, on-site clinics, monitoring, and telephone/message accessibility.

## RESOURCES

The following is a breakdown of the resources the City of Lancaster plans to use over the next year.

- The City anticipates receiving \$1,327,711 in CDBG funds in the 2014 program year and will reprogram \$252,000 from unused CDBG funds from prior years' funding for a total of \$1,579,711.
- The City will apply to the State of California for HOME funds through the competitive process.
- The City of Lancaster's primary source of long term funding for preserving affordable housing is from the Lancaster Housing Authority. The Lancaster Housing Authority assumed the assets of the ex-Redevelopment Agency and will continue to fund a variety of housing related projects based upon available funds.
- The City will continue to utilize available funds from a 2009-10 housing bond that will be used to fund some of the Lancaster Housing Authority's projects.

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- The City also plans to sustain the existing stock of affordable housing while addressing the blighting conditions caused by vacant and foreclosed homes with \$2,364,566 NSP3 funds.
- The Housing Authority of the County of Los Angeles offers two types of housing assistance programs: the Public Housing program and the Housing Choice Voucher program. The Housing Authority administers 21,600 Housing Choice Vouchers countywide and according to the Housing Authority an estimated 2,463 vouchers for units that are located in Lancaster.
- Aside from the programs that the County Housing Authority currently administers, HUD also provides funding for the construction of low- and moderate-income rental housing as authorized under Sections 202, 241, 236, and 811 of the National Affordable Housing Act. Many of these projects also maintain project-based Section 8 contracts to subsidize rents for low-income tenants.
- The City's General funds are limited due to the current economic conditions and the City will continue applying for grants and pursuing private and public partnerships.

## II. OVERVIEW OF CONSOLIDATED PLAN

The U.S. Department of Housing and Urban Development (HUD) implemented a process that combines the planning and application aspects of the Community Planning and Development (CPD) formula programs, including the Community Development Block Grant (CDBG), into a single, consolidated document submission. This process is called the Consolidated Plan and represents a five-year plan for the administration of HUD-funded CPD programs, including the CDBG program in which the City of Lancaster currently participates.

The Consolidated Plan is designed to be a collaborative process between local government and the community for establishing a unified vision for community development actions. The Consolidated Plan helps the City plan and also facilitates implementation of its CPD programs.

## III. CONSOLIDATED PLAN GOALS /PRIORITIES

As part of its Consolidated Plan, the City of Lancaster identified the following priorities in the Strategic Plan, along with specific objectives, to be addressed during the current five-year planning period.

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1. Rehabilitate owner- occupied residences for extremely low- to moderate-income households, the elderly, and the physically disabled.
2. Provide financial assistance to first-time homebuyers who do not exceed the moderate-income level to help them purchase affordable housing.
3. Construct affordable housing meeting the special needs of persons with disabilities and the elderly.
4. Construct affordable housing meeting the needs of the low- to moderate-income population.
5. Provide shelter and services to meet the needs of the homeless and “at risk” populations.
6. Promote and stimulate job creation/retention activities through enhanced skills assessment, employment training, and job placement for low- to moderate-income residents.
7. Provide for a safe and healthy environment through the construction and rehabilitation of City infrastructure and the expansion and development of new parks, recreational, and neighborhood facilities.
8. Provide for the public safety needs of Lancaster residents through enhanced crime awareness services.
9. Provide for public service needs for Lancaster residents through enhanced transportation services.
10. Provide for neighborhood revitalization within blighted areas.

## IV. ANNUAL ACTION PLAN PROJECTS

To receive Community Development Block Grant funds, the City must produce an Action Plan each year. The annual Action Plan describes the City’s planned investments for the coming program year, including proposed actions and proposed CDBG projects. An Action Plan is similar to a yearly operating plan for a business. It outlines the City’s proposed activities in several areas and relates these activities back to the five-year strategies to address priority needs described in the Consolidated Plan.

The majority of projects funded through CDBG are available on a citywide basis. Projects that do have a specific, pre-determined geographic location are often located in or near areas

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with low-income households or of minority concentration (see **Appendix A** for Low Income and Minority Concentration Distribution maps).

To continue the City’s efforts to meet new and continuing priorities, the City of Lancaster will fund the following CDBG projects during the 2014 program year in support of its approved 2010–2015 Consolidated Plan. This is the fifth Action Plan in the 2010-2015 five-year Strategic Plan. The new entitlement funding allocation for the 2014 program year is \$1,327,711. Any increases or decreases resulting from actual entitlement allocations will be applied equally to all proposed activities except for Section 108 loan obligations.

## PROPOSED PROJECTS

**TABLE 1  
PROPOSED CDBG ACTIVITIES AND PROJECTS**

Consolidated Plan Goals	Activity Name	Activity Description	Output	Funding
<b>Neighborhood Revitalization Activities</b>				
NI-5	Tierra Bonita Park Improvements	Tierra Bonita Park	Improvements & access to public parks	\$45,000 \$190,000* (Reprogram*)
<b>Housing</b>				
NI-1, NI-6	Code Enforcement Officer I	Provide code enforcement services in the neighborhood revitalization areas.	750 cases	\$109,576 \$13,229* (Reprogram*)
NI-1, NI-6	Code Enforcement Officer II	Provide code enforcement services in the neighborhood revitalization areas.	750 cases	\$109,576 \$13,229* (Reprogram*)
H-4	Veterans Down Payment Assistance Program	Provide down payment assistant to Veteran homebuyers.	4 to 8 Households	\$134,834
<b>Public Services</b>				
PS-1	Fair Housing Services	Provide fair housing services including counseling and education.	Assist 600 households	\$30,000
<b>Homeless Programs</b>				
S-1	Homelessness Services	Provide support for the homeless including the Lancaster Community	Assist 30 persons	\$199,834



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Consolidated Plan Goals	Activity Name	Activity Description	Output	Funding
		Shelter for the Homeless including maintenance, operations, labor, material and supplies.		
<b>Section 108 Loan Repayments</b>				
NI-2, ED-1	Fox Field Corridor	Job creation, acquisition of property, infrastructure improvements.	Project completed	\$23,962
NI-1, S-4	Mental Health Association	Relocation and expansion of Antelope Valley Mental Health Association facility.	Project completed	\$118,795
NI-1	Children's Center	Construction of new Antelope Valley Child Abuse Center.	Project completed	\$126,480
NI-2, ED-1	Rite Aid/Soccer/Fairgrounds	Job creation, acquisition of property, infrastructure improvements.	Project completed	\$229,654
<b>Planning and Administration</b>				
PA-1	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities.	1 year of program administration	\$200,000 \$35,542* (Reprogram*)
<b>Total 2014–2015 New Entitlement Funds</b>				<b>\$1,327,711</b>
<b>Total 2014-2015 Reprogram Funds*</b>				<b>\$ 252,000</b>
<b>Total 2014-2015 Budget</b>				<b>\$1,579,711</b>

## NEIGHBORHOOD REVITALIZATION ACTIVITIES

### Neighborhood Improvements

The Neighborhood Revitalization activities will consist of improvements to park facilities to enhance accessibility and improve the quality of life in the Tierra Bonita neighborhood. These park improvements will benefit a service area located primarily in residential areas where 51 percent or more of the persons are of low to moderate income.

- **Tierra Bonita Neighborhood Improvement (Figure B-2)**

**2014–2015 Output:** The rehabilitation and addition of recreational amenities to the park including ADA compliant playground equipment, exercise path and stationary exercise equipment will enhance and provide additional physical fitness opportunities. The park is adjacent to the

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Tierra Bonita Elementary School providing additional physical fitness opportunities for students and for the residents of the neighborhood located primarily in residential areas where 51 percent or more of the persons are of low to moderate income.

**Outcome Categories:** Accessibility for the purpose of creating a suitable living environment. Provide improved Availability/Accessibility for a Suitable Living Environment and a safe and healthy environment through the construction and rehabilitation of City infrastructure and the expansion and development of new parks, recreational, and neighborhood facilities. Availability/Accessibility of Suitable Living Environment; Sustainability of Suitable Living Environment; Sustainability of Economic Opportunity

**Specific Indicators:** The improvements to the public facility/infrastructure will provide improved access and benefit a primarily residential service area where 51% or more of the estimated 7,162 residents are persons of low to moderate income.

**Goals Addressed:** NI-5

**Funding:** \$45,000 in 2014–2015 CDBG funds plus \$190,000 in reprogrammed funds from unused CDBG prior years' funding

## Code Enforcement Officer I

During the 2014 program year, the City of Lancaster will allocate \$109,576 in new entitlement funding and \$13,229 in reprogrammed funds from unused CDBG prior years' funding for salary and overhead costs incurred by a Code Enforcement Officer. The Code Enforcement Officer will focus resources on targeted areas of the City to promote social and physical revitalization as well as enhance the quality of life for its residents through rehabilitation efforts. These code enforcement activities, together with public improvements, rehabilitation, and services to be provided, are expected to arrest the decline of the deteriorating or deteriorated areas.

As part of the City's comprehensive, multiyear rehabilitation plan, resources will continue to be allocated to targeted areas of the City. The City shall ensure that these resources/activities do not benefit moderate-income persons to the exclusion of low-income persons, of which at least 51 percent exist in all the census tract areas (see **Figure A-1 in Appendix A**) that will be affected under this project (**Figure C-1 in Appendix C**) and as outlined in 24 CFR, Part 570.208(a)(1).

**2014–2015 Output:** 750 homes inspected

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**Outcome Category:** Sustainability for the purpose of creating Suitable Living Environments

**Specific Indicators:** The Code Enforcement activity will address deteriorating conditions in a primarily residential area where 51% or more of the persons are of low to moderate income in qualified census tracts. The activity is expected to benefit 18,617 residents in primarily residential areas.

**Goals Addressed:** NI-1, NI-6

**Funding:** \$109,576 in 2014–2015 CDBG funds plus \$13,229 in reprogrammed funds from unused CDBG prior years' funding

## **Code Enforcement Officer II**

During the 2014 program year, the City of Lancaster will allocate \$109,576 in new entitlement funding and \$13,229 in reprogrammed funds from unused CDBG prior years' funding for salary and overhead costs incurred by a Code Enforcement Officer. The Code Enforcement Officer will focus resources on targeted areas of the City to promote social and physical revitalization as well as enhance the quality of life for its residents through rehabilitation efforts. These code enforcement activities, together with public improvements, rehabilitation, and services to be provided, are expected to arrest the decline of the deteriorating or deteriorated areas.

As part of the City's comprehensive, multiyear rehabilitation plan resources will continue to be allocated to targeted areas of the City. The City shall ensure that these resources/activities do not benefit moderate-income persons to the exclusion of low-income persons, of which at least 51 percent exist in all the census tract areas (see **Figure A-1 in Appendix A**) that will be affected under this project (**Figure C-1 in Appendix C**) and as outlined in 24 CFR, Part 570.208(a)(1).

**2014–2015 Output:** 750 homes inspected

**Outcome Category:** Sustainability for the purpose of creating Suitable Living Environments

**Specific Indicators:** The Code Enforcement activity will address deteriorating conditions in a primarily residential area where 51% or more of the persons are of low to moderate income in qualified census tracts. The activity is expected to benefit 12,968 residents in primarily residential areas.

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**Goals Addressed:** NI-1, NI-6

**Funding:** \$109,576 in 2014–2015 CDBG funds plus \$13,229 in reprogrammed funds from unused CDBG prior years' funding

## **Veterans Down Payment Assistance Program**

During the 2014 program year, the City of Lancaster will allocate \$134,834 for the Down Payment Assistance Program ("Program"), which is a housing program available to Veterans earning 80% and below of the Area Median Income (AMI). Homebuyers whose household income is no more than 80% of the AMI may qualify for up to 10% of the loan amount for assistance. The Program is designed to assist very low to low income homebuyers in the City of Lancaster, by providing down payment assistance to purchase principal residences to qualifying Veterans.

As part of the City's comprehensive, multiyear rehabilitation plan resources will continue to be allocated to targeted areas of the City. The City shall ensure that these resources/activities do not benefit moderate-income persons to the exclusion of low-income persons, of which at least 51 percent exist in all the census tract areas as outlined in 24 CFR, Part 570.208(a)(1).

**2014–2015 Output:** 4 to 8 households assisted

**Outcome Category:** Sustainability for the purpose of creating Suitable Living Environments

**Specific Indicators:** The Veterans Down Payment Assistance Program activity will address affordability issues for qualifying veterans of very low to low income. The activity is expected to benefit 4 to 8 households in primarily residential areas.

**Goals Addressed:** H-4

**Funding:** \$134,834 in 2014–2015 CDBG funds

## **Fair Housing Services**

The Housing Rights Center provides fair housing services to the residents of Lancaster. The Los Angeles Housing Department administers a contract with the Southern California Housing Rights Center. The center, together with its subcontractors, Fair Housing Council of San Fernando Valley and Fair Housing Foundation, provides the following services:

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- Investigations of housing discrimination complaints concerning housing for rent or sale, advertising, lending, insurance, steering, blockbusting, and hate crimes.
- Remedies for valid complaints, including conciliations, legal action, and administrative referrals to state and federal fair housing agencies.
- Multilingual counseling on fair housing and predatory lending issues.
- Multilingual property owner, manager and realtor training sessions.
- Educational seminars, workshops and presentations on fair housing.

**2014–2015 Output:** Fair housing services for 700 households

**Outcome Category:** Availability/Accessibility of Decent Housing

**Specific Indicators:** Activity will benefit approximately 700 households with Accessibility for the purpose of providing decent affordable housing.

**Goals Addressed:** PS-1

**Funding:** \$30,000 in 2014–2015 CDBG funds

## Fair Housing Analysis of Impediments Study

The U.S. Department of Housing and Urban Development (HUD) is committed to eliminating racial and ethnic segregation and other discriminatory practices in housing. To remain in compliance with HUD guidelines and also remain proactive in its fair housing efforts, the City of Lancaster in the 2014 program year will allocate \$17,000 in reprogrammed funds from unused CDBG prior years' funding to conduct a comprehensive update of the 2008 Analysis of Impediments to Fair Housing. This program of identifying barriers, discriminatory practices and impediments for racial and ethnic low and moderate income residents, and then taking steps to remove those impediments, is part of the City's strategy for potentially affecting changes that could influence Lancaster residents' access to low- and moderate- income housing. As impediments are removed, there are potentially greater opportunities to benefit those low and moderate income families that are most in need of desired services and affordable housing.

**Funding:** \$13,000 in reprogrammed funds from unused CDBG prior years' funding

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## Consolidated Plan Study

The Consolidated Plan is required by the U.S. Department of Housing and Urban Development (HUD) in order for local jurisdictions to receive federal housing and community development funds under the Community Development Block Grant (CDBG). To remain in compliance with HUD guidelines and the City's Citizen Participation Plan, the City of Lancaster in the 2014 program year will allocate \$20,542 in reprogrammed funds from unused CDBG prior years' funding to prepare the 2015-2020 Consolidated Plan.

**Funding:** \$20,542 in reprogrammed funds from unused CDBG prior years' funding

## Housing Needs Assessment Study

In preparation of the 2015-2020 Consolidated Plan and to remain in compliance with HUD guidelines, the City of Lancaster in the 2014 program year will allocate \$2,000 in reprogrammed funds from unused CDBG prior years' funding to conduct a Housing Needs Assessment study. This study will identify the priority housing needs of the City, identify existing programs available to assist with those needs, detect which needs are going unmet and the development of effective strategies to address those needs.

**Funding:** \$2,000 in reprogrammed funds from unused CDBG prior years' funding

## Homeless Programs

The Lancaster Community Shelter provides homeless services to the persons located in Lancaster. The shelter is the only one of its kind in the entire Antelope Valley. There are currently 14 family transitional units that are utilized to provide temporary shelter to families in need as permanent housing is located. The \$199,834 CDBG allocation will provide assistance and support to homelessness programs including the shelter with maintenance, operations, labor, supplies and material that are needed to fully operate the transitional family units.

As part of the City's goals and strategies to end chronic homelessness, resources will be allocated to provide funding for eligible activities to address program objectives stated in the 2010-2015 Consolidated Plan. The City shall ensure that these resources/activities do not benefit moderate-income persons to the exclusion of low-income persons.

**2014–2015 Output:** Homeless Program services for 30 families

**Outcome Category:** Suitable Living Environment

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**Specific Indicators:** Activity will benefit approximately 30 families with suitable living environment for the purpose of providing transitional housing and like services.

**Goals Addressed:** S-1

**Funding:** \$199,834 in 2014–2015 CDBG funds

## Repayment of Section 108 Loan Programs

Through Section 108, HUD guarantees notes issued by units of general local government. Proceeds have financed economic revitalization and development activities that include housing and rehabilitation of privately owned buildings for residential purposes; expansion of for-profit businesses; financing and rehabilitation of low-income and public housing; acquisition, construction, or rehabilitation of neighborhood and community facilities; site improvement on community-owned land leased to a developer for a commercial or industrial development project; site development; purchase of land or buildings for economic development; and infrastructure development that includes street reconstruction and/or sewer system repairs.

**TABLE 2  
REPAYMENT OF SECTION 108 LOANS**

Activity	Total Amount of Loan	Previous Amount Paid	2014–2015 Repayment	Remaining Amount of Loan (Principal & Interest)
Fox Field Corridor	\$320,000	\$23,963	\$23,962	\$277,248.10
Mental Health Association	\$1,450,000	\$118,795	\$118,795	\$1,325,614.10
Children’s Center	\$1,500,000	\$126,480	\$126,480	\$1,555,565,.25
Rite Aid/Soccer/Fairgrounds	\$1,300,000	\$229,654	\$229,654	\$1,973,033
<b>Total</b>	<b>\$4,750,000</b>		<b>\$498,891</b>	

The following is a discussion of projects that were funded through Section 108 loans and will be repaid during the 2010–2015 Consolidated Plan period.

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## Industrial Infrastructure (Fox Field); Housing Site Property Acquisition (Safe Fairgrounds); and Recreational Facilities (Soccer Complex) \$229,654 in 2014–2015 CDBG funds

This \$3.1 million loan was secured for the purpose of meeting high priority community development needs outlined in the City's 2005–2009 Consolidated Plan and continued in the 2010–2015 Consolidated Plan. These priorities included job creation through economic development activities, acquisition of property for the purpose of providing affordable housing, and the elimination of blight through the construction of public facilities. All three projects have been completed; however, the following is a brief summary outlining each of the projects covered by this loan (see **Figure D-1** in **Appendix D** for a map of this project).

- a. Public improvements and economic development activities in the Fox Field Industrial Corridor (\$500,000) – Infrastructure improvements in support of retaining the new jobs created as a result of the Avenue H Overpass project (850 new jobs) and providing for future business expansion as well as attraction of other industrial/manufacturing businesses.
- b. Acquisition of state fairground property located at Division Street and East Avenue I for the construction of future affordable housing, a neighborhood park, and a retail center in a low/moderate-income area (\$1.3 million).
- c. Elimination of blighting conditions through the development of recreational facilities in Redevelopment Project Area No. 6 (\$1.3 million).

## Industrial Corridor Infrastructure \$23,962 in 2014–2015 CDBG funds

Job creation continues to be a high priority for the City of Lancaster and this Section 108 loan was used to assist the City in addressing a community development need. This \$320,000 loan was secured to assist the City of Lancaster with additional economic development activities and the construction of public improvements in the Fox Field Industrial Corridor. It was used to augment the \$500,000 in loan funding that was received through the \$3.1 million Section 108 loan. As previously stated, these improvements are completed and will continue to aid in bringing new industrial and manufacturing businesses to the area and create additional new jobs for low- and moderate-income residents (see **Figure D-2** in **Appendix D** for a map of this project).

## Children's Center \$126,480 in 2014–2015 CDBG funds

During the 2003 program year, the City received approval of its application for \$1.5 million in Section 108 loan funding for the construction of a new Antelope Valley Child Abuse Center (Children's Center) facility. This facility is located in a more convenient, centralized location within the City's North Downtown Neighborhood Revitalization/Transit Village



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project area. These Section 108 loan funds were used to support construction of the new 15,445 square foot facility (see **Figure D-3** in **Appendix D** for a map of this project).

The purpose of this loan is to meet the goal/priority need of providing neighborhood revitalization identified in the City's Strategic Plan in addition to supporting the "special needs" and youth populations along with addressing community development needs.

As part of the City's comprehensive, multiyear rehabilitation plan, resources will continue to be allocated to targeted areas of the City. The City shall ensure that these resources/activities do not benefit moderate-income persons to the exclusion of low-income persons, of which at least 51 percent exist in all the census tract areas that are under this project and as outlined in 24 CFR, Part 570.208(a)(1).

## **Mental Health Association \$118,795 in 2014–2015 CDBG funds**

In August 2003, the City received \$1.45 million in Section 108 loan funding for the relocation and expansion of the Antelope Valley Mental Health Association facility to a more centralized location within the City's North Downtown Neighborhood Revitalization/Transit Village project area. The Section 108 loan funds have been used to acquire the property needed for the construction of the new facility (see **Figure D-4** in **Appendix D** for a map of this project).

The purpose of this loan is to assist in meeting the goal/priority need of providing neighborhood revitalization identified in the City's Strategic Plan in addition to supporting the homeless and special needs populations along with addressing community development needs.

## V. GEOGRAPHIC DISTRIBUTION

The City's CDBG entitlement funds for the 2014 program year will be allocated toward projects/programs on a citywide basis to promote the revitalization of neighborhoods and to enhance the quality of life for its residents. The City has used CDBG Funds, HOME Funds, and Lancaster Redevelopment Agency funding to promote projects/programs to reduce blight and deterioration in geographically targeted neighborhoods within approved redevelopment project areas. The Lancaster Redevelopment Agency was the State's fourteenth (14<sup>th</sup>) largest agency. The City can no longer continue to make a significant impact in those targeted neighborhoods with the elimination of the redevelopment agency and its funding. The City's rationale is to assist more of its residents with the current available funding sources through innovative projects/programs serving persons on a citywide or area benefit basis. The beneficiaries of citywide projects/programs will need to meet the income criteria established for the specific program. Programs designed for area

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benefit will benefit service areas located primarily in residential areas where 51 percent or more of the persons are of low to moderate income level.

The City of Lancaster completed an analysis of race and ethnicity within its neighborhoods to determine if there were any areas of racial/ethnic minority concentration. Upon review of the census data applicable to the City's neighborhoods, it was determined that the City of Lancaster has two areas of minority or ethnic concentration, located in census tracts 9006.06 and 9007.04. The City will continue the evaluation for HUD-funded affordable housing developments within the City of Lancaster utilizing the following:

1. Is the proposed housing project in low-poverty and non-minority areas;
2. Is the proposed housing project mixed-income housing (market-rate-and low-income units);
3. Is the proposed housing project in family housing areas with no concentration of federal and/or state funded or other subsidized family housing units; and
4. Is the proposed housing project Family in areas with no concentration of low income family housing or other subsidized family housing units; and

The City of Lancaster will continue in the future to take such actions as are necessary to increase a range of housing choices. The City of Lancaster will avoid the promotion or perpetuation of racial/ethnic minority concentration that may come to exist within the City of Lancaster.

## V. HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

During the 2014 program year, the City will continue to meet its Consolidated Plan goals/priorities by funding projects, through various funding sources, that support the homeless and special needs households and promote job creation and training.

### ANTELOPE VALLEY HOMELESS COALITION

The City will continue its support of the regional Antelope Valley Homeless Coalition to meet the needs of the area's homeless and those threatened with homelessness. This coalition comprises regional service providers that offer a wide array of services to the homeless and "at risk" populations in the Antelope Valley.

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## LANCASTER COMMUNITY SHELTER

The Lancaster Community Shelter is the only dedicated facility that provides shelter and services for the homeless in the Antelope Valley Service Population Area (SPA 1). The shelter's sphere of influence includes the cities of Lancaster and Palmdale and the unincorporated areas of Los Angeles County.

The shelter property is owned by the City and leased to Grace Resources for \$1.00. Grace Resources entered into a management agreement to provide homeless services in July of 2011.

The City of Lancaster was awarded a \$1 million grant from the Los Angeles County Community Development Commission for the expansion of the existing Lancaster Homeless Shelter to construct 14 transitional housing units for families. Construction began in the 2007 program year and was completed in October 2008. The shelter now has a total of 16 units to assist persons in the Antelope Valley with transitional housing.

## WORK-SOURCE CALIFORNIA ANTELOPE VALLEY ONE-STOP CAREER CENTER

The City will continue to be an active partner in the Work-Source California Antelope Valley One-Stop Career Center, which provides training and employment support services to area job seekers.

In an effort to lower the chances of high-risk residents becoming homeless, the City, in conjunction with the One-Stop Career Center program, will continue to work with community organizations, area businesses, and training service providers to assist unemployed residents in obtaining both the training and support necessary to obtain and retain employment.

## ANTELOPE VALLEY CHILD ABUSE CENTER (CHILDREN'S CENTER)

The City will continue to assist the Antelope Valley Child Abuse Center (Children's Center), through the repayment of a Section 108 loan (\$1.5 million). The center has located its operations within the City's North Downtown Neighborhood Revitalization/Transit Village project area. The Antelope Valley Child Abuse Center provides an outpatient, nonresidential facility for the treatment of abused, neglected, and "at risk" children.

The center offers a child abuse treatment program for children of all ages known as the Family Preservation Program. This program is a multidisciplinary program involving the Department of Children and Family Services, Mental Health, and the Probation Department.

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The center's Home-Based Program offers school readiness for children ages 3 to 5 as well as family bonding. The Home-Based Program also targets children who only speak Spanish, those at risk for special education, and those children living in rural areas not accessible to public transportation or preschool educational opportunities.

## MENTAL HEALTH ASSOCIATION

The City will also continue to assist in the relocation and expansion of the Antelope Valley Chapter of the Mental Health Association (MHA) through the repayment of a Section 108 loan (\$1.45 million) obtained for this purpose. This loan will allow the Mental Health Association to relocate its operations within the City's North Downtown Neighborhood Revitalization/Transit Village project area. Relocating in this area will allow the MHA center to be in closer proximity not only to transportation but also to other support services for its clients.

The Mental Health Association offers a broad range of services to adults (from age 17) in the Antelope Valley. Its integrated services customize a range of mental health care, housing, employment, and money management services along with providing one-on-one case management support to its clients.

## VII. OTHER ACTIONS

During the 2014 program year, the City will continue to meet its Consolidated Plan goals/priorities by funding projects, through various funding sources, that provide for the elimination of blighting conditions in low/moderate-income areas; provide services to the needy; provide for enhanced public safety; provide for enhanced transportation services; support affordable housing needs; provide revitalization efforts in targeted low/mod-income neighborhoods; and promote job creation and training.

## PLANNED ACTIONS TO ADDRESS OBSTACLES TO MEETING UNDERSERVED NEEDS

Obstacles to meeting undeserved needs primarily fall into the categories of funding and staff availability. The bulk of financial assistance for delivery of services provided by the City comes from the City's General Fund. Gaps in this delivery system are primarily related to declining state and federal funding sources and to fluctuations in the level of economic and development growth that occurs within the community. The reason for this is that the primary source of revenue for the City is a direct result of economic and development growth through sales and property taxes.

The California state budget crisis, which has worsened since the 2003 program year, has impacted the City of Lancaster. In addition, the dissolution of the Lancaster Redevelopment Agency has impacted projects and programs that were once funded through tax increment

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revenues. In addition, building permits and other sources of revenue remain flat due to the housing and economic crisis.

The City will continue to determine priority housing and service needs by income group considering factors such as available resources, staff capacity, timing, and local political and community interests. As in the past, priority consideration will be given to those groups experiencing the most significant housing problems or where the most serious neighborhood problems exist.

To overcome current and projected financial obstacles in meeting underserved needs, the City will continue to aggressively pursue leveraging resources through public and private partnerships as well as searching for additional funding sources to augment CDBG funds in providing housing programs and services to the underserved segment of the community. As additional funding sources become available, those funds will be used to support ongoing programs as well as to finance additional programs.

## **Social Services**

To enhance its ongoing continuum of care for the needy as well as improve and expand the provision of social service benefits for the community, the City will work in partnership with local nonprofit organizations in order to increase the social service benefits available to the residents of the Antelope Valley.

**Children's Center** – During the 2003 program year, the City was awarded a Section 108 loan guarantee for \$1.5 million to support the construction of a new Antelope Valley Child Abuse Center (Children's Center). This organization provides services to the region's abused and neglected children. Construction began during the 2005 program year and was completed during the 2006 program year. This project is located in the North Downtown Neighborhood Revitalization/Transit Village project area (see **Figure D-3**).

The City has allocated \$126,480 for repayment of this Section 108 loan during the 2014 program year.

**Mental Health Association** – The City was awarded a Section 108 loan in the amount of \$1.45 million to assist with the relocation and expansion of the Antelope Valley Mental Health Association (MHA). The property acquisition phase of this project was completed during the 2005 program year. The cost of property acquisition was funded from the Redevelopment Agency's 20 percent set-aside housing budget in addition to the Section 108 loan funds. Construction was completed in the 2008 program year.

This project will support the needs of the mentally ill within not only the City of Lancaster but also the regional area with a larger facility that will be able to accommodate more services in a location that will be more easily accessible to MHA clients. The new Mental

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Health Association facility is located within the Downtown Revitalization/Transit Village area (see **Figure D-4**).

The City has allocated \$118,795 for repayment of this Section 108 loan during the 2014 program year.

**Regional Homeless Coalition** – The City will also continue its support of the Antelope Valley Homeless Coalition in meeting the needs of the area’s homeless and those threatened with homelessness.

**Lancaster Community Shelter** – The Lancaster Community Shelter is the only dedicated facility that provides shelter and services for the homeless in the Antelope Valley Service Population Area (SPA 1). Its jurisdiction includes the cities of Lancaster and Palmdale and the unincorporated areas of Los Angeles County.

Grace Resources has operated the Lancaster Community Shelter on behalf of the City of Lancaster since 2011 and will continue to operate the facility and administer supportive housing programs to include the additional 14 family units.

The City has allocated \$199,834 to provide assistance and support of homelessness programs including the shelter for maintenance, operations, labor, material and supplies during the 2014 program year.

**Ending Chronic Homelessness** - The City, through the Continuum of Care (CoC), is focused on breaking the cycle of chronic homelessness. CoC collaborative partnerships promote permanent housing for these chronically homeless individuals along with offering specialized, targeted supportive services for independent living. The average CoC is comprised of a cross-section of the local community; including non-profit organizations, homeless individuals, business leaders and faith-based organizations that provide a vast number of services to the community, which include: participating in LAHSA homeless counts; fundraising; homeless advocacy; educating the public on issues affecting the homeless, as well as the way these issues impact the general public; coordinating services among homeless service providers, resource providers, faith-based organizations, neighborhood representatives, business leaders, and any other interested parties. In addition, local collaborative partners, in conjunction with LAHSA, maintain the *Homeless Management Information System (HMIS)*, which can be used to track the movement of homeless individuals, strengthen case management services, identify gaps in services, and perform an assortment of other activities.

The City has taken the following action steps to end chronic homelessness:

Step #1: Know Who’s Homeless and What They Need

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- Conduct annual Homeless Counts in shelters and on the streets. The City was 1 of 31 cities in Los Angeles County to opt in to participate in the Count.
- Utilize the Homeless Management Information System (HMIS) to help better understand who's homeless and what they need through partnership with LAHSA and the Antelope Valley Access Center which is a collaborative of the Antelope Valley Homeless Coalition.

## Step #2: Create the Housing and Services to Help People Thrive

- Provide emergency and transitional housing through the Lancaster Community Shelter which is owned by the City of Lancaster. The Shelter is the only dedicated facility that provides shelter and services for the homeless in the Antelope Valley Service Population area (SPA 1). The Shelter is committed to the CoC concept and strives to utilize both internal and external resources to help the homeless move into transitional and permanent housing. The shelter has a total of 16 units to assist persons in the Antelope Valley with transitional housing. In addition, the Shelter participates in the Winter Shelter Program and Year Round Program with funding provided by LAHSA.
- Establish programs to support permanent housing and job training through faith based organizations. The City is also encouraging non-profit and for profit developers to develop affordable permanent housing for homeless veterans and homeless individuals in general. The City has conducted meetings with developers (non-profit and for profit) to discuss the development of permanent housing units for those individuals shifting from transitional housing.

## Step #3: Shift to a Housing First System

- Establish a system through which homeless people are back in permanent housing in less than 30 days and there are few requirements for eligibility. The City is in preliminary discussions with the CoC partners to establish a sustainable Housing First System program.

## Step #4: Get Involved, Involve Others

- Establish faith based partnerships to provide direct services to homeless individuals, join local and regional homeless coalitions to better coordinate with other local providers and use HMIS. The City is mobilizing its faith based organizations to advocate and support solutions to end chronic homelessness such as the Housing First System.

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The City of Lancaster will continue its goal to support efforts at the local, state and national level for resources and legislation to combat and end chronic homelessness.

## **Job Creation**

**Work-Source California Antelope Valley One-Stop Career Center** – The City will continue to be an active partner with the center providing employment support services to area residents.

**Fox Field Industrial Area Infrastructure** – In 1990 the City was awarded a Section 108 loan in the amount of \$320,000 to provide additional funding support to the \$500,000 loan (portion of \$3.1 million loan) that was used to add infrastructure in the Fox Field Industrial Corridor area in order to support current and future manufacturing and light industrial businesses. As a result of the infrastructure enhancements, new businesses continue to locate in this area.

Approximately 1,700 new jobs have already been created as a result of the City's economic development activities in the Fox Field Corridor.

The City has allocated \$23,962 for repayment of this Section 108 loan during the 2014 program year.

## **FOSTER AND MAINTAIN AFFORDABLE HOUSING**

The City's 2006–2014 Housing Element includes a number of important programs to facilitate the development of affordable housing in Lancaster. The City's housing goals/priorities continue to be those of furthering the provision of affordable, safe, healthy, and livable housing to its residents as well as providing safe neighborhoods. This includes providing affordable housing to extremely low-, low-, and moderate-income persons/families that experience housing cost burdens, live in deteriorated units, or require certain special services to maintain a satisfactory lifestyle.

During this program year, the City will continue its efforts to rehabilitate owner-occupied and renter-occupied dwellings and to provide for neighborhood revitalization within the North Downtown Neighborhood Revitalization/Transit Village project area for the purpose of providing a centralized, downtown public park, public service facilities, infrastructure improvements, and low- to moderate-income housing.

In addition to CDBG funds, other city funds are used to foster and maintain affordable housing throughout Lancaster. The following is a discussion of both CDBG-funded projects proposed for the 2014 program and other affordable housing projects/programs the City will be undertaking.



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## Housing Rehabilitation

**Rental Housing Rehabilitation** (City funded) – As part of the City’s Housing Restoration and Preservation Program, the Lancaster Housing Authority’s Housing and Neighborhood Revitalization Department will continue with the rehabilitation of rental housing units within redevelopment project areas with approved vision plans located in a low- and moderate-income area encompassing portions of 2010 Census Tract 9008.06 (see **Figure B-1**). Fund availability is dependent upon State and Los Angeles County allocations.

**Homeowner and Senior Citizen Home Improvement Programs.** Continue the Homeowner Home Improvement Program and the Senior Citizen Home Improvement Program designed to assist very low- to above moderate-income homeowners, as well as senior citizen homeowners, by providing loans to rehabilitate distressed properties. The following programs may be offered:

- Emergency Repair Loans
- Exterior Paint Loans
- Disability Access Loans
- Landscape Improvement Loans
- Senior and Homeowner Improvement Loans

Assistance will be provided if funding is available through the Lancaster Housing Authority.

## Affordable Housing Projects/Programs

**Support the construction of affordable for-sale and rental housing units for low- to moderate-income households.** The purpose of this objective is to provide affordable housing to meet the needs of low- to moderate-income households, to increase the home ownership base, and to revitalize neighborhoods through the pride of homeownership.

The Lancaster Housing Authority will assist with the developments of the following affordable housing units:

### Ownership

- 100 single-family residences located north of Avenue I and east of Division Street (Sky View)
- 100 single-family residences located north of Avenue H-8 and east of Division Street (Whit Carter)
- 40 single-family residences located in the Northeast Gateway Corridor (Old Fairgrounds housing project)

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- 77 single-family residences located in the Lowtree Neighborhood Project
- 200 townhomes located in the Lowtree Neighborhood Project
- 100 condominiums located in the Downtown Specific Plan project area (Arbor Downtown condominiums)
- 100 condominiums located on Avenue I in the North Downtown Transit Village project area

## Rental

- 40 apartments located in the Downtown Specific Plan project area (Arbor on Date apartments)

Construction and sale/rental of these new affordable units will be funded through HOME funds and other available funding sources.

**Homeowner Infill Program.** Homeowner Infill Program is designed to assist potential homebuyers with down-payment assistance, payment of closing costs, or a buy-down of their interest rate, to attain homeownership. This program will preserve ten (10) very low-, ten (10) low-, and nine (9) moderate-income residential homes by 2014 and will be funded through the Lancaster Housing Authority funds.

**Support the construction of affordable housing units for special needs households as well as the elderly population.** Continue the Homeowner Disabled Accessibility Program and the Senior Citizen Disabled Accessibility Program designed to assist very low- to moderate-income disabled homeowners as well as disabled senior citizen homeowners, by providing loans to retrofit principal residences to be physically accessible. The programs will provide assistance to twenty-four (24) very low-, sixteen (16) low-, and eight (8) moderate-income households, as well as sixty (60) very low-, twenty (20) low-, and sixteen (16) moderate-income senior households. Assistance will be provided through Lancaster Housing Authority Funds. Fund availability is dependent upon State and Los Angeles County allocations.

**Neighborhood Foreclosure Preservation Homeownership Program.** The goal of the program is to reclaim vacant, abandoned properties for affordable housing, to strengthen blocks and neighborhoods by eliminating the blighting effects of vacant properties, and to enforce the City codes and City building code requirements. The program is designed to preserve sustainable homeownership for Lancaster residents by reclaiming foreclosed homes as neighborhood assets. The foreclosure preservation program was funded through the use of Low and Moderate Income Housing Funds. The owner-occupied housing is for qualifying low- or moderate-income families. The foreclosure preservation program is used to improve and preserve the City's stock of affordable housing. This program will preserve ten (10) very low-, ten (10) low-, and nine (9) moderate-income residential homes by 2015.

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**Neighborhood Stabilization Program.** In September 2008, pursuant to the Housing and Economic Recovery Act of 2008, the U.S. Department of Housing and Urban Development (HUD) allocated a total of \$3.92 billion to the Neighborhood Stabilization Program (NSP1). In addition, due to the sustained foreclosure crisis, the City of Lancaster will receive \$2,364,566 from the U.S. Department of Housing and Urban Development's Neighborhood Stabilization Program 3 (NSP3) Grant pursuant to the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act). These programs, which is similar in nature to Lancaster's Neighborhood Foreclosure Preservation Home Ownership Program, assists cities with federal funds for the purpose of addressing the effects of abandoned and foreclosed properties in the nation's communities. The City of Lancaster received a NSP1 allocation of \$6,983,533 and NSP3 allocation of \$2,364,566 from HUD. These funds will be used to benefit persons of low-, moderate-, and middle-income in areas within the community with the greatest percentage of home foreclosures, homes financed by subprime mortgage-related loans, and areas likely to face a significant rise in the rate of home foreclosures. The goal of the program is to sustain the City's stock of affordable housing while addressing the blighting conditions caused by vacant and foreclosed homes.

Additional measures are identified and explained in detail in the City's Housing Element.

## REMOVE BARRIERS TO AFFORDABLE HOUSING

As defined by the Consolidated Plan regulations, a barrier to affordable housing is a public policy such as land use controls, property taxes, zoning ordinances, building codes, fees and charges, growth limits, and other policies.

The State of California requires each city and county to prepare a Housing Element to its general plan every five years. The Housing Element includes an analysis of constraints to housing and strategies to reduce or remove those constraints. Constraints that must be addressed include public policies and regulations that limit the availability of housing, particularly affordable housing. The City of Lancaster's 2006–2014 Housing Element has identified the following potential barriers or constraints to the development of affordable housing:

- Zoning for lower-income households
- Lack of infrastructure
- Provisions for a variety of housing types
- Land use controls
- Processing and permit procedures
- Constraints on persons with disabilities

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## PLANNED ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING

The Housing Rights Center will continue to provide fair housing services to the residents of Lancaster as well as review HMDA data to monitor changes in the City's housing distribution (Appendix E includes the Fair Housing Subrecipient Agreement).

Lancaster has taken a proactive approach to creating a climate for housing development. As noted above, the City has implemented multiple actions to create a supportive climate for the availability of affordable housing.

In addition, City officials, City staff, and community leaders are supportive of the affordable housing programs available to lower-income households as evidenced by the low- and moderate-income housing that has been created within the North Downtown Neighborhood Revitalization/Transit Village project area and other areas of the City. The City will continue, however, to examine its policies, ordinances, and procedures as they are introduced to identify and correct any future potential barriers to affordable housing opportunities.

## REDUCE LEAD-BASED PAINT HAZARDS

The City has a relatively young housing stock, with the majority having been constructed after 1980; therefore, there are fewer incidences of housing containing lead-based paint than in other areas of Los Angeles County. Data from the Los Angeles County Department of Public Health Childhood Lead Poisoning Prevention Program shows that, for the period 2005–2009, there were three reported cases of lead poisoning among children within the City of Lancaster and that none of these cases was attributable to lead paint. These numbers are lower than the seven cases reported during the period 2000–2004, and the seven cases reported during the period 1995–2000, of lead poisoning among children within the City of Lancaster. As a result, lead-based paint does not appear to be a significant problem in Lancaster.

However, to ensure compliance with 24 CFR Parts 35 and 24 and CFR 570, the City will continue to test for lead-based paint following state and federal requirements before demolition. The Housing staff, Building and Safety Official, and City inspectors will continue to look for potential lead-based paint problems when inspecting homes for the Housing Division. In addition, the Housing staff will continue to include disclosures on the hazards of lead-based paint in all contracts. The City will coordinate its efforts with the Los Angeles County Department of Public Health Lead Program by reporting to them all instances of structures containing lead-based paint.

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## **Lead Hazard Reduction**

The City of Lancaster will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented in 24 CFR 35 Subpart B. Compliance includes the following strategies.

### Housing Rehabilitation

All housing rehabilitation activities funded under this Plan will assess lead hazard risk before proceeding. This requirement applies to any work on structures constructed prior to January 1, 1978. The work will comply with the appropriate level of protection indicated in 24 CFR 35.100.

All work on homes constructed prior to January 1, 1978, will have a lead hazard risk assessment conducted as described at 24 CFR 35.110.

At the completion of any prescribed lead hazard reduction activities, a clearance examination is required as described at 24 CFR 35.110.

### Information and Education

Households that participate in housing activities under this Plan, including home purchase, rental assistance, or rehabilitation, will be given educational material regarding the hazards of lead-based paint, signs of lead poisoning, and strategies to reduce exposure. Materials will include the use of HUD/EPA publications such as "Protect Your Family from Lead in Your Home." Information will be provided in multiple languages.

### Blood Testing

In conjunction with housing programs, public health programs, or other programs conducted under this Plan, children occupying housing constructed prior to January 1, 1978, will be tested for elevated blood lead levels.

### Monitoring

At least annually, the City will monitor the reporting of cases of child lead poisoning by the Los Angeles County Health Department. The results may be used to modify the current strategies and/or develop new programs.

## **ANTI-POVERTY STRATEGY**

The priorities and objectives outlined in various sections of the Strategic Plan component represent the City's five-year program for addressing the housing and economic needs of the community, particularly lower-income families and individuals, including those who are homeless or threatened with homelessness as well as those with special needs. As a result,

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many of the City's priorities and objectives are aimed at reducing, to the extent possible, the number of poverty-level families and individuals taking into consideration the many factors over which the City has no control (e.g., reduction in funding resources, severe economic recessions, company downsizing).

The cumulative effects of the City's and Lancaster Housing Authority's efforts result in the direct preservation and provision of housing. This is particularly true for those activities which preserve and produce housing units intended for lower-income families and individuals together with the coordinated programs undertaken with other public agencies, service providers, and private industry. These efforts will incrementally assist in the reduction of the number of poverty-level families through the provisions of housing and services and, along with the concentrated efforts of the City and the Lancaster Housing Authority to improve economic and development expansion, the opportunity for gainful employment will be increased and opened to targeted income groups.

## DEVELOP INSTITUTIONAL STRUCTURE

The primary components of the institutional structure continue to be the Lancaster Housing Authority and the City of Lancaster. While several nonprofit organizations provide ancillary support to the City's housing and economic development efforts, the vast majority of the financial assistance and other efforts are provided by these two governmental agencies. The solvency of the Lancaster Housing Authority and the City of Lancaster has been, and will continue to be, the major strength of the permanent housing delivery system.

Both the City and the Lancaster Housing Authority have a long history of commitment to addressing the housing needs of the community. The continuation of this commitment is evidenced by the long-range housing programs the City has outlined in its five-year Consolidated Plan, by the programs outlined in the City's General Plan, and by the adopted Redevelopment Plans of the various redevelopment project areas within the City.

The City of Lancaster completed its comprehensive Housing Needs Assessment in the 2006 program year. From the results of the assessment, a strategic plan to meet the City's housing needs has been created, specific housing program requirements have been identified, and partnerships with appropriate support agencies are being developed.

The City of Lancaster will continue its participation in the regional Antelope Valley Homeless Coalition. This partnership provides a coordinated effort, in conjunction with the Los Angeles Homeless Services Authority (LAHSA), for funding and the study of a variety of issues related to the homeless population, housing needs, public services, and overall enhancement of the region's Continuum of Care.

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The City of Lancaster also will continue its partnership with Grace Resources for the operation of the Lancaster Community Shelter. In addition, the City will provide financial and staff assistance for the maintenance of the facility.

In addition to housing efforts, the City will continue to maintain partnerships with outside agencies in its economic development and job creation efforts. The Greater Antelope Valley Economic Alliance and the Los Angeles Economic Development Commission, along with the real estate and broker communities, all work closely with the City to bring new industry to the city in order to create local jobs for area residents.

To enhance these efforts and provide support to the many needs of the housing and service providers, City staff will continue to work closely with the Fair Housing Center to maintain and promote fair housing services available to all residents as well as work with the Regional Homeless Coalition and the Los Angeles Homeless Services Authority to meet the needs of its “at risk” residents.

All of these efforts support the major statutory goals of Lancaster’s Consolidated Plan and are being realized through various long-term projects during the 2014 program year, such as the North Downtown Neighborhood Revitalization/Transit Village Project, the Northeast Gateway Corridor Project, which includes sub-project areas consisting of Piute, Mariposa and Desert View, the Lowtree Neighborhood Revitalization Project, and a multitude of additional revitalization projects that are currently underway. (see **Appendix B**).

## COORDINATION BETWEEN PUBLIC AND PRIVATE HOUSING AND SOCIAL SERVICE AGENCIES

The City recognizes the importance of coordinating its planning efforts with other public and private service agencies in order to accomplish the programs necessary to meet the community’s needs of providing decent housing, providing a suitable living environment, and expanding economic opportunities particularly for low/moderate-income persons.

As identified throughout this Action Plan document, the City of Lancaster attempts to coordinate housing, public services, and economic development efforts with other public agencies, nonprofit agencies, private developers, and community organizations for the construction of low-income housing, enhanced social services for the “at risk” population, and increased employment opportunities. This year the City will continue to enhance coordination efforts in the following ways:

- Implementing an Economic Development Strategic Plan
- Meeting with outside nonprofit agencies and local community organizations for input
- Working with private developers

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- Working with training and employment organizations
- Monitoring recipients of City programs and organizations receiving funding
- Reviewing applications, including interviews with applicants, participating in City programs
- Holding neighborhood meetings
- Receiving citizen input on citywide issues
- Recommending funding allocations to City Council

## FOSTER PUBLIC HOUSING IMPROVEMENTS AND RESIDENT INITIATIVES

The City of Lancaster does not have a Public Housing Authority and does not have public housing units within the City other than Section 8 housing which is administered through the Los Angeles County Housing Authority.

One of the most important activities in fostering all housing improvements, as well as public housing improvements, is the City's participation and assistance in working with private industry, nonprofit organizations, and local residents to facilitate development projects that will benefit the community and provide additional affordable and safe housing opportunities for qualifying individuals and/or families.

## MONITORING STANDARDS AND PROCEDURES

### **Project Monitoring**

Monitoring of the City's programs and activities is not just a regulatory process or a fact-finding mission. Rather, it involves effective communication and cooperative, problem-solving relationships to help ensure success.

### Project Monitoring Process

Upon award of grant funds, Lancaster Housing Authority staff (the "staff") will develop individual monitoring schedules for each project that may include elements of the following items:

- **Desk Monitoring.** Staff reviews copies of case files to ensure complete and accurate documentation relative to (i) client eligibility; (ii) property eligibility; (iii) appropriate activity funding; and (iv) compliance with program requirements (i.e., environmental review).
- **Performance Reports.** Staff requires that performance reports be prepared to assess the progress and help ensure project timeliness. For capital projects and



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public service grants, reports are to be prepared quarterly. Housing program reports will be obtained based upon program operations.

- **Annual On-site Reviews.** Staff shall determine as-needed site reviews of projects to assess staff capabilities and case file review.

The three items listed above will assist in providing a picture of each program's progress. For housing projects, the staff will provide additional monitoring procedures that will provide the following assurances:

- Ensure consistency with stated objectives and ensure that no less than 70 percent of CDBG funds used during the program year go toward activities that benefit low- and moderate-income persons.
- Ensure each activity meets the criteria for one or more of the national objectives.
- Comply with all regulatory eligibility requirements for each activity.
- Comply with regulations regarding displacement pertaining to Consolidated Plan.
- Comply with all applicable laws and program requirements.
- Ensure production and accountability.
- Evaluate organizational and project performance.
- Achieve success through (i) pre-award screening, risk assessment, and orientation; (ii) strongly written agreements; (iii) performance standards and program objectives; and (iv) defined monitoring of activities, as needed.

## Monitoring Staff

The City of Lancaster periodically reports on the progress of each project, and staff will have the following monitoring duties:

- Oversee the planning and budgeting process to ensure that projects and programs are consistent with the City's Consolidated Plan identifying high- and possibly medium-priority objectives and grant requirements. Staff will also provide technical guidance regarding affirmative marketing and fair housing practices.
- Provide technical assistance regarding program structure, income requirements, and document compliance, as needed, and review monthly expenditure reports. Staff should perform quarterly drawdowns in HUD's Integrated Disbursement and Information System (IDIS) against the appropriate grant. For IDIS, staff will review all program statistical reports and update the appropriate IDIS fields from setup to completion of each project and activity. Regular updating and draws will help to ensure CDBG timeliness and compliance with deadlines. Staff will review

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for timeliness of expenditures to ensure the annual May 2<sup>nd</sup> deadline ratio requirement of 1.5 is met at the following intervals:

March 2<sup>nd</sup> - 1.58 ratio expended

October 2<sup>nd</sup> - 2.00 ratio expended

- Staff will perform environmental reviews and Davis Bacon monitoring, as needed.
- Regularly review project invoicing to ensure timeliness of payments of any and all project-related expenditure.
- Provide technical guidance regarding all housing construction, demolition, and rehabilitation projects ensuring the correct number of units, timeliness in build-out, and approval of payments. For new construction, ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion.
- Provide monitoring orientation with all affected staff, subrecipients, contractors, and partners, if applicable, and establish monitoring visits, as needed. The monitoring orientation includes the timing for monitoring visits. Projects without significant problems or findings are subject to receive annual or semiannual monitoring visits, while new or complex projects will receive monitoring on a quarterly basis. Staff will monitor subrecipients' activities pursuant to 24 CFR 84 and 85, 24 CFR 570.501-503 to ensure program performance and financial system compliance with applicable federal requirements.

## Consolidated Plan Monitoring

The City of Lancaster understands that monitoring the Consolidated Plan and the annual activities must be carried out regularly to ensure that statutory and regulatory requirements are met and that, wherever appropriate, information submitted to HUD is correct and complete.

To ensure that the City's CDBG program further meets the Plan's goals, the strategies, objectives, and activities are incorporated into its work plan. Staff will measure the achievement of the Plan's goals by the same standards used to evaluate all CDBG programs and activities.

Staff will appraise its diverse operations and controls and determine whether (i) risks are identified and reduced; (ii) acceptable policies and procedures are followed; (iii) established standards are met; (iv) resources are used efficiently and economically; and ultimately that (v) specific program objectives are achieved.

Staff will prepare the required HUD documentation and reports, including the Consolidated Annual Performance and Evaluation Report (CAPER). Using a citizen participation and

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consultation processes, the CAPER describes each year's performance regarding Consolidated Plan strategies, objectives, actions, and projects.

## Monitoring Strategy

As the lead agency for the CDBG program, the Lancaster Housing Authority is refining monitoring procedures to ensure that projects have measurable outcomes. This refinement will allow assessment of progress toward the specified goals and objectives of the individual projects, as well as ensuring long-term compliance with all applicable program regulations and statutes. Staff will publish any proposed significant changes to monitoring standards and procedures in a future annual Action Plans.

## VIII. PUBLIC HOUSING

The City of Lancaster does not have a public housing authority. Public housing issues and assistance are handled through the County of Los Angeles.

## IX. SOURCES OF FUNDS

### CDBG SOURCES

Implementation of the Consolidated Annual Action Plan, in regard to funding, is not based solely upon the yearly CDBG entitlement. Various other funding sources are used in conjunction with CDBG funds to include the City's general funds, state funds, school district funds, and county funds.

The CDBG entitlement allocation for Program Year 2014–2015 is in the amount of \$1,327,711 plus \$252,000 in reprogrammed funds from unused CDBG funds from prior years' funding. The City of Lancaster has allocated \$598,820 to various programs designed to address blighting conditions and promote conservation. Section 108 loan repayments account for \$498,891 of the CDBG entitlement. The remainder of CDBG funds is for administrative activities to include \$30,000 for fair housing services and \$200,000 for administration and planning. The Lancaster City Council reviews CDBG activities and funding to ensure that community needs are best served (**Appendix G** includes the HUD required Table 3Cs that include a description of each of the proposed projects to be funded this year).

## X. HOME PROGRAM FUNDS

The City of Lancaster does not participate in the federal HOME program. The City will be applying for state HOME funds to be awarded during the 2014 program year.

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## XI. CITIZEN COMMENTS

A public comment/review period notice (**Appendix I**) outlining the proposed use of funds for the Consolidated Plan's annual Action Plan for the 2014-2015 program year was published April 7, 2014 allowing for a 30-day review/comment period ending May 7, 2014. This notice was made in compliance with HUD guidelines and the City of Lancaster's approved Citizen Participation Plan (see **Appendix A** of the 2010 – 2015 Consolidated Plan). No comments were received during the public comment/review period.

A notice of public hearing on the proposed annual Action Plan for the 2014-2015 program year was published in compliance with HUD guidelines and the City of Lancaster's approved Citizen Participation Plan (see **Appendix A** of the 2010 – 2015 Consolidated Plan).

A public hearing was held May 13, 2014 to receive public comment on the proposed 2014-2015 Consolidated Plan's One-Year Action Plan and receive City Council action. No comments were received during the public hearing held on May 13, 2014.

**Appendix J** includes the HUD requirement application certifications and SF 424 documentation.

## XII. OTHER COMMENTS

None.

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## **APPENDICES**

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**APPENDIX A – LOW INCOME AND MINORITY  
DISTRIBUTION MAPS**

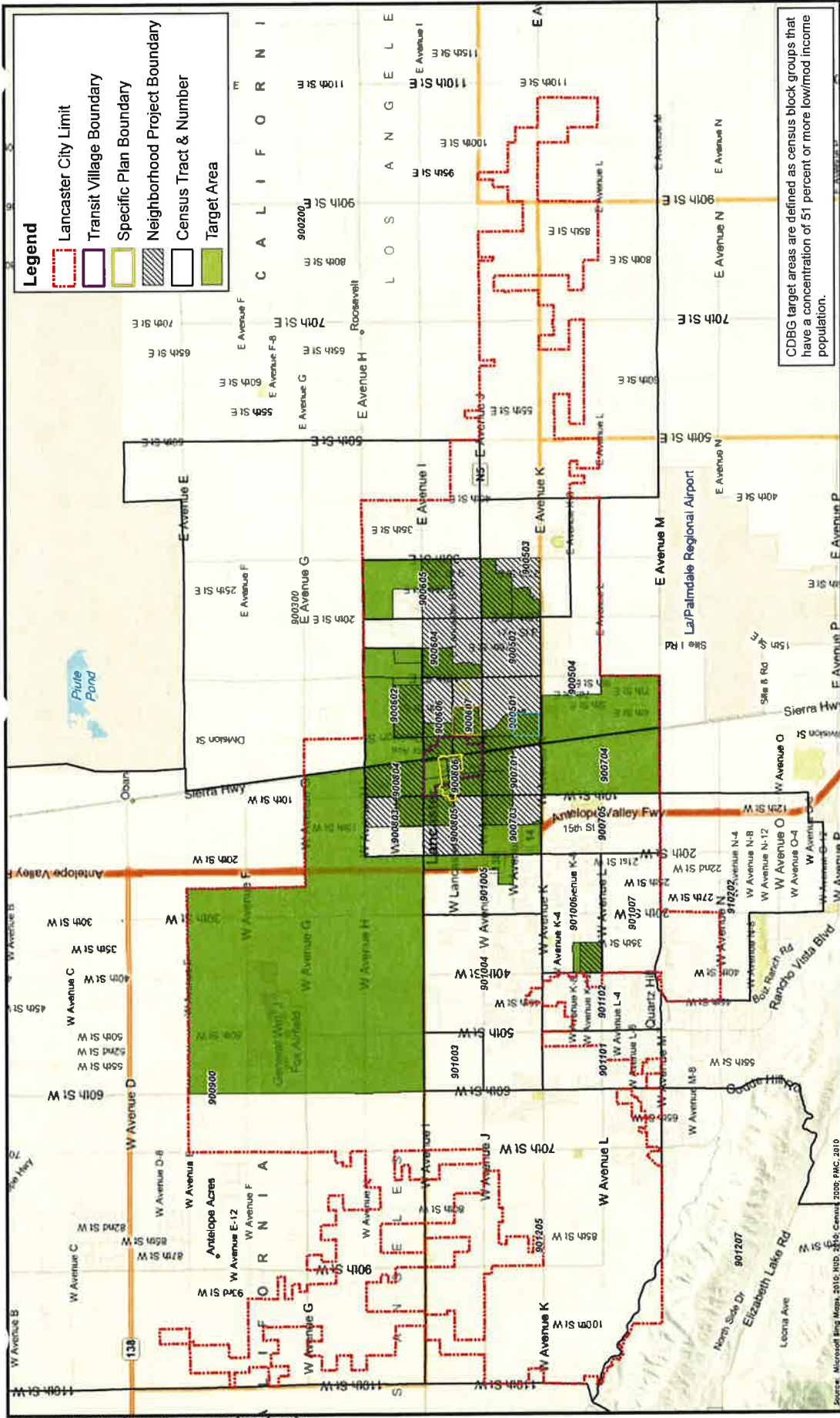
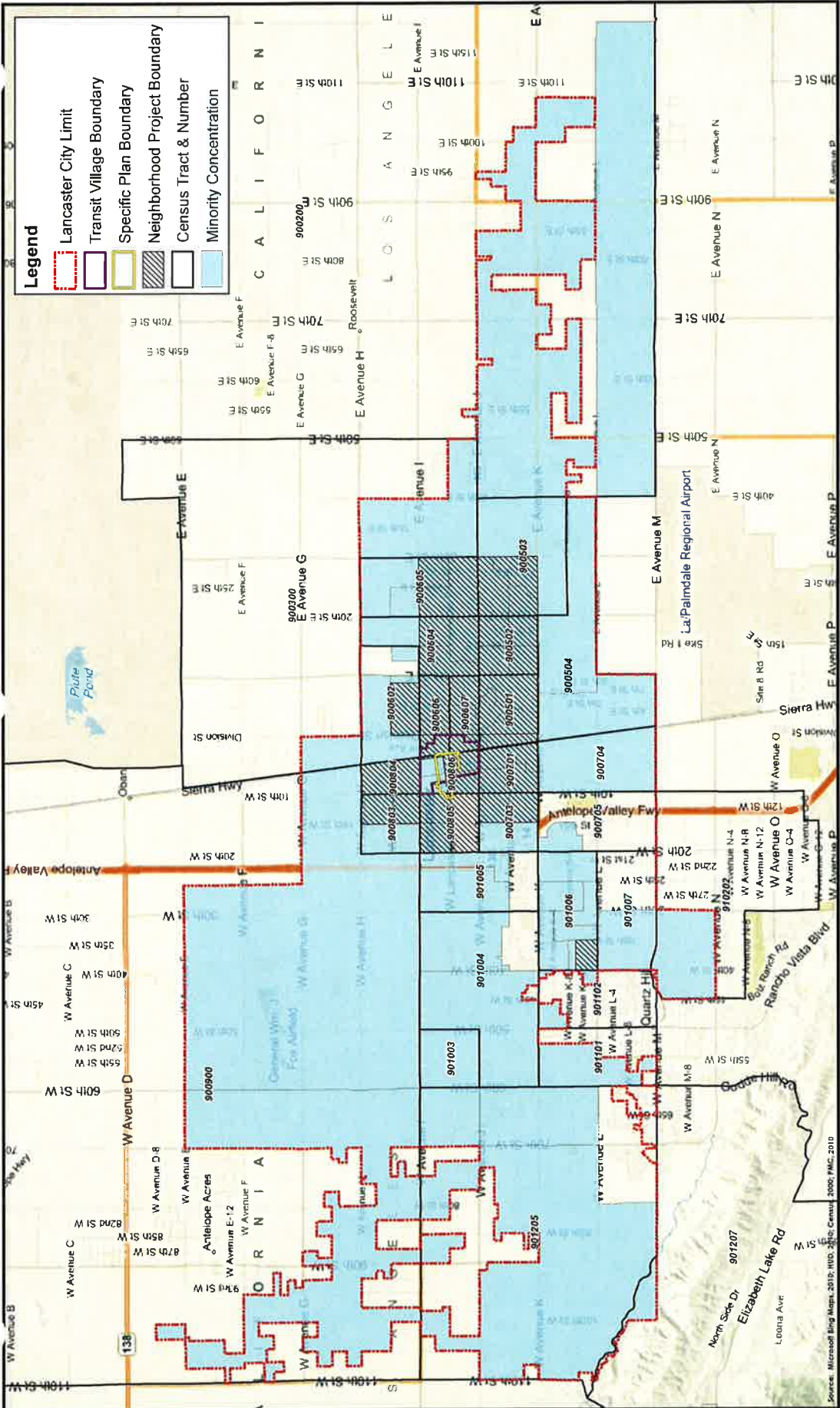


Figure A-1  
CDBG Target Area  
PMC

CDBG target areas are defined as census block groups that have a concentration of 51 percent or more low/mod income population.



**Figure A-2**  
 Minority Concentration  
 PMC

Source: Microsoft Bing Maps, 2010; HUD, 2000; Census 2000; PMC, 2010



**APPENDIX B – NEIGHBORHOOD PROJECT  
MAPS**

**Neighbourhood Project Status**


- Active
- Pending
- North Downtown Transit Village
- Downtown Lancaster Specific Plan
- City Limits

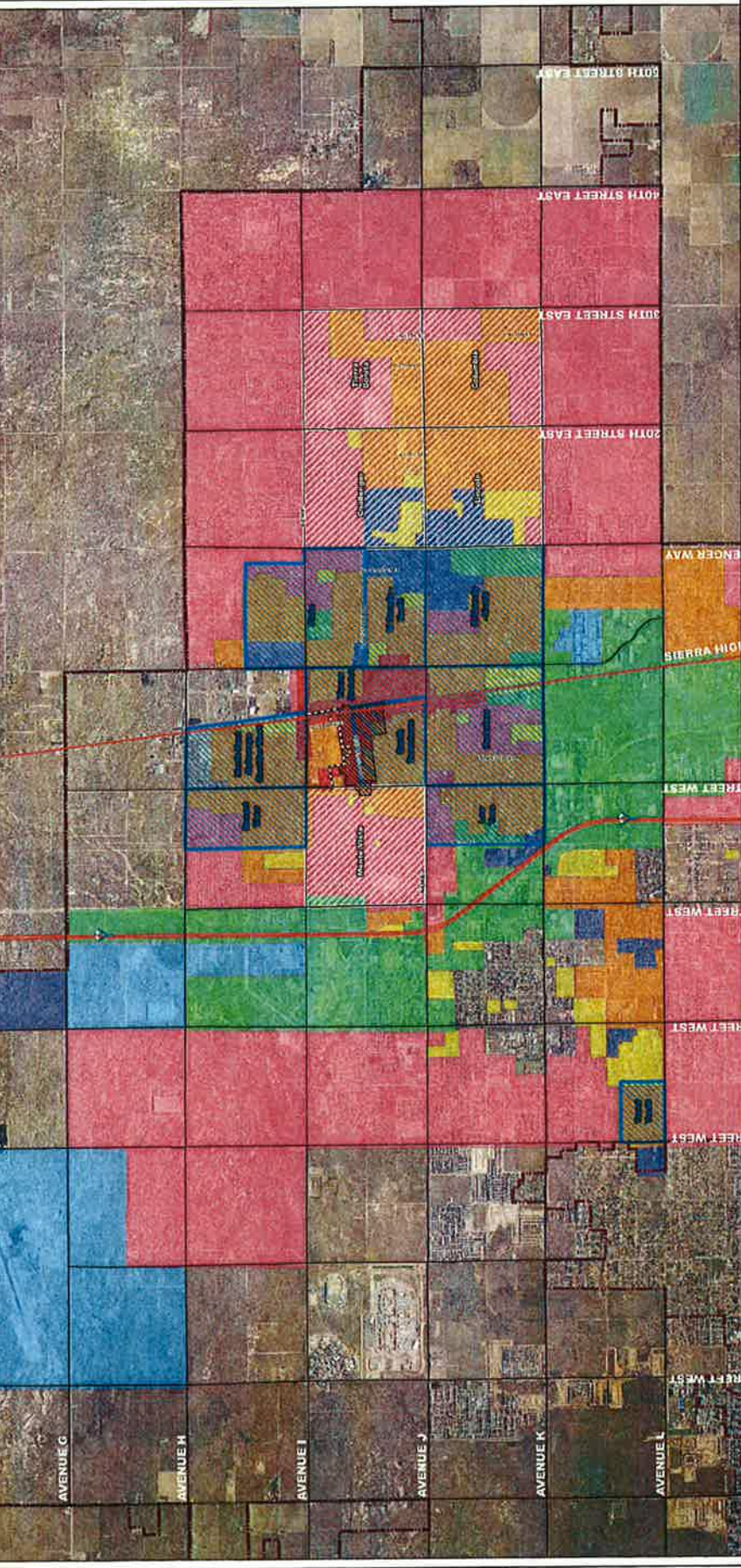
**Redevelopment Zones**

- Amargosa Project Area
- CBD Project Area
- CBD Project Area-Residential Project Area
- Fordfield Project Area

**Project Area No.**

- Project Area No. 5
- Project Area No. 6
- Project Area No. 7
- Residential Project Area


  
 0 1,000 2,000 Feet

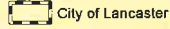
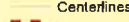

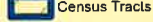
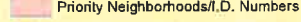
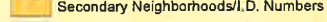
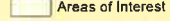


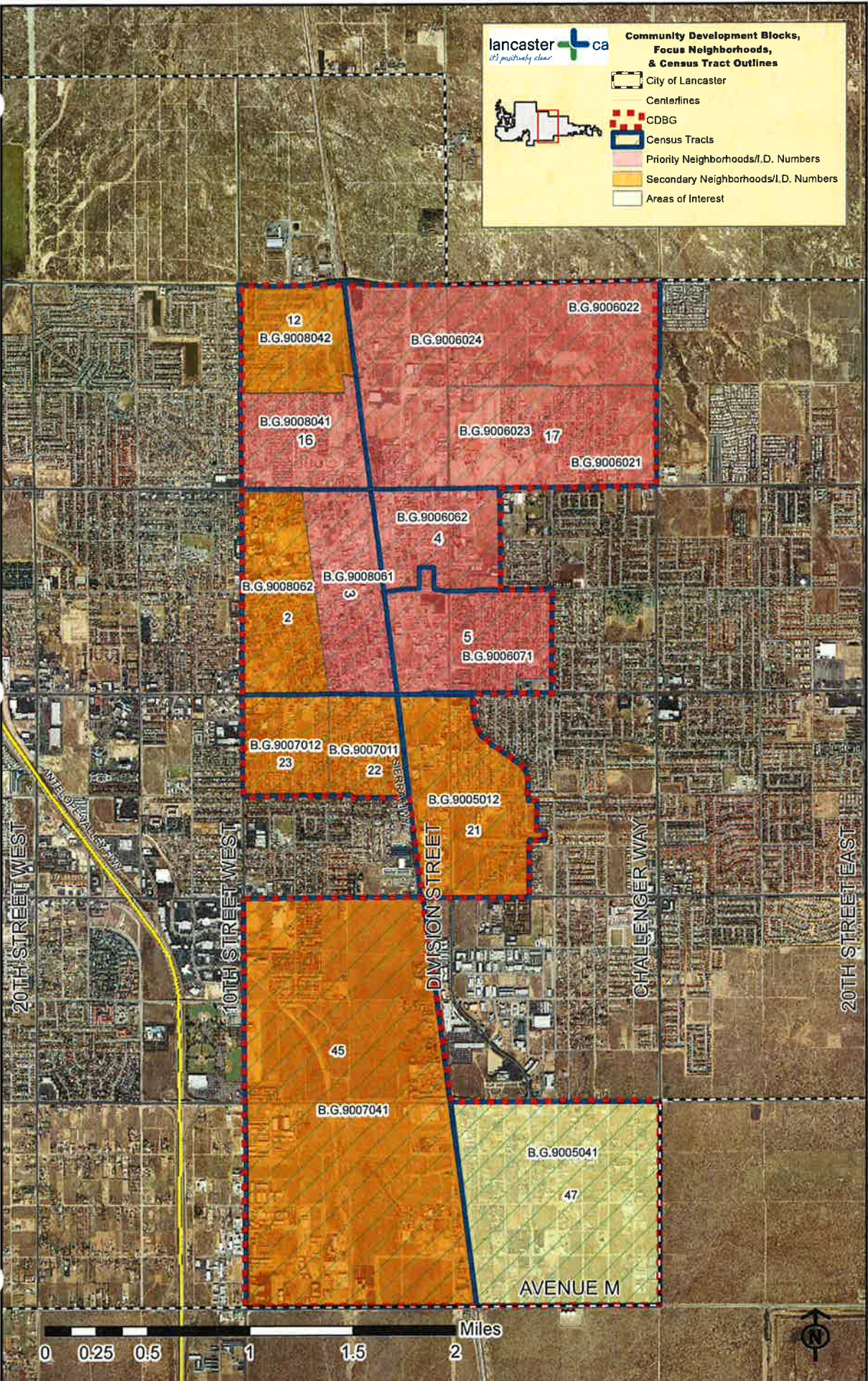
# Tierra Bonita Park



©1997-2006 AirPhotoUSA

**APPENDIX C – CODE ENFORCEMENT PROJECT  
MAPS**

-  City of Lancaster
-  Centerlines
-  CDBG
-  Census Tracts
-  Priority Neighborhoods/I.D. Numbers
-  Secondary Neighborhoods/I.D. Numbers
-  Areas of Interest



**APPENDIX D – SECTION 108 LOAN PROJECT  
MAPS**

# City of Lancaster — Old Fairgrounds, Foxfield, Soccer Complex



— Census Tracts

# City of Lancaster – Foxfield Infrastructure



— Census Tracts



# City of Lancaster – Children’s Center



**Census Tracts**

**Low/Mod 9008.06 Average 81.6%**

# City of Lancaster – MHA



**Census Tract**

**Low/Mod 9008.06 Average 81.6%**

**APPENDIX E – FAIR HOUSING SUBRECIPIENT  
AGREEMENT**

**STAFF REPORT**  
**City of Lancaster**

CC 13
05/13/14
MVB MVB

Date: May 13, 2014

To: Mayor Parris and City Council Members

From: Elizabeth Brubaker, Director Housing & Neighborhood Revitalization EB

Subject: **Approval of a Sub-Recipient Agreement with the Housing Rights Center for Fair Housing Services**

---

**Recommendation:**

Approve the Sub-Recipient Agreement between the City of Lancaster and the Housing Rights Center to provide fair housing services to the residents of Lancaster for the 2014 Community Development Block Grant (CDBG) Program Year.

**Fiscal Impact:**

The amount of \$30,000 is to be allocated from 2014 CDBG entitlement funds.

**Background:**

All municipalities receiving CDBG funding are required to maintain fair housing programs in order to affirmatively further fair housing pursuant to the Code of Federal Regulations as outlined in § 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

The City's existing Sub-Recipient Agreement ("Agreement") with the Housing Rights Center stipulates under Section 9 that the Agreement can be renewed on an annual basis (July 1 through June 30), by the mutual written consent of both parties. As a result, a letter was received from the Executive Director of the Housing Rights Center, dated April 15, 2014, stating their desire to continue to provide fair housing services to the City of Lancaster.

In compliance with Federal Regulations Title 24, Part 570, Section 570.503, HUD requires that the City of Lancaster (the "Recipient") enter into a written agreement with the Housing Rights Center (the "Sub-Recipient") in order for the City to grant its entitlement funds to the sub-recipient for providing fair housing services.

EB:dh

**CDBG SUBRECIPIENT AGREEMENT  
(Fair Housing Services)**

**ORIGINAL**

This **CDBG SUBRECIPIENT AGREEMENT (Fair Housing Services)** (“Agreement”) is made and entered into as of May 13, 2014, by and between the **CITY OF LANCASTER**, a municipal corporation and charter city (“City”), and **SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER dba HOUSING RIGHTS CENTER**, a California nonprofit public benefit corporation (“Subrecipient”).

**RECITALS**

A. City has applied for and received funds (“CDBG Funds”) from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, 42 U.S.C. Section 5301, *et seq.*, (as amended, the “HCD Act”), and the regulations promulgated thereunder at 24 CFR part 570 (“CDBG Regulations”; and, together with the HCD Act, the “CDBG Program”).

B. Pursuant to 42 U.S.C. 5304(b), City has certified to the U.S. Department of Housing and Urban Development (“HUD”), among other things, that City will affirmatively further fair housing.

C. The CDBG Regulations, in particular 24 CFR 570.601(a)(2) and 24 CFR 91.225(a)(1), describe the City’s obligation to affirmatively further fair housing (AFFH) as follows: City must (1) undertake fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, (2) take appropriate actions to overcome the effects of any impediments identified through that analysis, and (3) maintain records reflecting the analysis and actions in this regard (collectively, “AFFH Obligations”).

D. City’s fair housing obligations additionally include compliance with Section 109 of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Section 504 of the Rehabilitation Act of 1973, as amended, and Title VIII of the Civil Rights Act of 1968 (collectively, “Fair Housing Laws”).

E. City wishes to engage the Subrecipient to assist the City by providing fair housing counseling services to residents of the City of Lancaster, in order to satisfy City’s AFFH Obligations and assist City in its compliance with Fair Housing Laws. City will compensate Subrecipient for the Services (defined below) using CDBG Funds in accordance with the CDBG Program.

F. Pursuant to 24 CFR 570.201(e), CDBG Funds may be used to provide fair housing counseling services, provided that such activities meet the national objective to benefit low- and moderate-income families, pursuant to 24 CFR 570.200(a)(2), which may be demonstrated by ensuring that not fewer than 51% of the persons served by such housing counseling services are persons whose family income does not exceed the low and moderate income limit, or otherwise in accordance with 24 CFR 570.208(a)(2).

G. City has engaged Subrecipient to provide the Services described herein, or similar services, in the 2013/14 CDBG Program Year and prior years.

H. City and Subrecipient now desire to enter into this Agreement to provide for City to transfer CDBG Funds to Subrecipient to enable Subrecipient to perform the Services required by this Agreement, all in accordance with the CDBG Program.

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

## **ARTICLE 1 SCOPE OF SERVICES**

**1.1 Statement of Work.** Subrecipient shall provide fair housing counseling services to implement and satisfy City's AFFH Obligations and assist City in its compliance with the Fair Housing Laws as described below in this Section 1.1 and as further described in the "Proposal" submitted by Subrecipient to City, dated May 1, 2014, a copy of which is attached hereto as Attachment No. 2 and incorporated herein (collectively, the "Services"). In connection with the Services, Subrecipient shall comply with the Subrecipient Handbook for CDBG Funding ("Subrecipient Handbook") prepared by the Agency, which Subrecipient acknowledges it has received from City.

(a) Maintenance of a telephone hotline and to provide fair housing counseling to City residents by telephone and in-person. Walk-ins must be welcome at City Hall and maintained by Subrecipient during designated hours. Subrecipient shall maintain an 800 number and a TTY number. The telephone hotline and walk-in service shall be staffed by trained, bilingual fair housing counselors that will determine whether discrimination is a factor in the client's concerns and, in any event, provide guidance appropriate to respond to the client's inquiry or concerns.

(b) Hold monthly clinics at Lancaster City Hall or such other location as may be approved by City for the purpose of conducting outreach and training activities.

(c) Investigation of complaints received through the telephone hotline maintained by Subrecipient and/or from walk-in clients and provision of counseling services regarding such complaints, based on the results of the investigation. Case investigations may include testing, surveys, on-site visits, witness statements and document requests and reviews, as described in more detail in the Proposal.

(d) Outreach services to provide information, training and counseling to tenants and landlords, including press releases, fair housing newsletters, workshops, other media, development of informational materials regarding fair housing issues, property management and landlord training events, booths at community festivals and other events, special events, and collaborations with other organizations including the Los Angeles Times Fair Housing Advertising Task Force and Call to Action.

(e) Monitoring of landlord compliance with laws and fair housing practices based on the results of mediation and/or other legal actions resulting from prior discriminatory or noncompliant activities.

(f) Legal services including transactional and advisory services and litigation of housing discrimination cases on behalf of low and moderate income households. Mediation of disputes between landlords and tenants, prospective housing purchasers and sellers and/or lenders,

and regarding other housing-related disputes, regardless of whether discrimination is a factor in the dispute.

(g) Prepare and disseminate printed materials in English, Armenian, Cantonese, Korean, Mandarin, Russian, Spanish and American Sign Language to provide low and moderate income households with information regarding housing availability, counseling services and training events.

(h) Subrecipient shall employ or contract with staff proficient in the following languages: English, Armenian, Cantonese, Korean, Mandarin, Russian, Spanish and American Sign Language.

(i) Subrecipient acknowledges that City is negotiating an Agreement for Voluntary Compliance (“VCA”) with HUD relating to City’s compliance with various requirements of the Fair Housing Laws. Pursuant to the terms of the VCA, when executed by City and HUD, City may be required to comply with certain outreach, monitoring, reporting and/or recordkeeping or other requirements to implement the Fair Housing Laws. Subrecipient hereby agrees to take all reasonable efforts, within the scope of the Budget, to assist City in its compliance with such requirements of the Fair Housing Laws as set forth in the VCA. Specifically, Subrecipient agrees to collect and report data on the race (American Indian/Alaskan Native, Asian, Black, Native Hawaiian/Pacific Islander and/or White) and ethnicity/national origin (Hispanic/Latino or Non Hispanic/Latino) characteristics of participants or beneficiaries using a method consistent with “OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines” (dated August 13, 2002). City shall provide Subrecipient with a copy of the executed VCA, when available, if City desires Subrecipient to modify any Services and/or add Services to assist in City’s compliance with the VCA.

## **1.2 Performance Goals.**

(a) Counseling Services. Subrecipient shall maintain physical, open office hours and telephone hotline hours from at least 8:30 a.m. to 5:00 p.m. Monday through Friday. Counseling services shall additionally be provided at monthly walk-in clinics to be held at Lancaster City Hall or other locations in the City approved by City.

(b) Investigation. Subrecipient shall investigate every complaint received by Subrecipient that Subrecipient determines may involve discrimination of any kind prohibited by federal laws.

(c) Outreach and Education. Subrecipient shall present not fewer than one annual workshop, hold not fewer than one walk-in clinic per month, disseminate not fewer than one annual newsletter, hold not fewer than one annual landlord training event, and participate in not fewer than one annual fair housing fair and/or other special event at which trainings, outreach efforts, and/or counseling services are conducted, all within the City and during the Term of this Agreement.

(d) Legal Services. Continue to retain not fewer than three staff attorneys available to litigate housing discrimination cases determined to be meritorious by Subrecipient, provide legal advice and guidance to City residents, evaluate legal compliance of landlords in connection with investigations of complaints, and train Subrecipient staff members regarding fair housing laws and other housing and anti-discrimination laws.

**1.3 National Objectives.** Subrecipient certifies that the Services meet the National Objectives of the CDBG Program by benefiting low- and moderate-income persons. In the performance of the Services, Subrecipient shall require information on family size and income of all households assisted by Subrecipient to verify that at least 51% of the clientele served by Subrecipient under this Agreement are persons whose family income does not exceed the low and moderate income limit, in accordance with 24 CFR 570.208(a)(2)(B).

**1.4 Performance Monitoring.** City will monitor the performance of the Subrecipient against the goals and performance standards set forth in Section 1.2 above. From time to time, City shall be entitled to audit and review Subrecipient's performance of the Services to verify adequate performance of the Services and compliance with the HCD Act and this Agreement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated in accordance with Section 4.10.

## **ARTICLE 2 TIME OF PERFORMANCE**

**2.1 Term.** Services of the Subrecipient shall start on the 1<sup>st</sup> day of July, 2014 and end on the 30<sup>th</sup> day of June, 2015 ("Term"). The Term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG Funds or other CDBG assets, including program income.

## **ARTICLE 3 BUDGET AND PAYMENTS**

**3.1 Budget.** Subrecipient has submitted a budget to City for approval; a copy of the Subrecipient's fiscal year 2014-15 budget for the Services is attached as Attachment No. 1 and incorporated herein. Any amendments to the approved budget for the Services must be approved by the City's Director of Housing & Neighborhood Revitalization or her authorized designee ("Housing Director"). In the event this Agreement is extended past the initial one-year Term, Subrecipient shall prepare and submit to the Housing Director for approval annual budgets for each year during which this Agreement remains in effect. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City.

**3.2 Payments.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$30,000.00. Drawdowns for the payment of eligible expenses for Services, including general administrative expenses, shall be made based on the line item budget specified in Section 3.1 herein and in accordance with Subrecipient's performance of the Services. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**3.3 Requests for Payments.** To receive each payment under this Agreement, Subrecipient shall submit to the City a Subrecipient Reimbursement Request in substantially the form included in the Subrecipient Handbook and such other and supporting documentation as may be requested by the City to verify Subrecipient's performance of the Services for which the payment is requested.



**3.4 Accounting.** Subrecipient shall, upon request, provide City with an accounting report, in form and content reasonably satisfactory to City, of any funds disbursed by City pursuant to Section 3.2.

## **ARTICLE 4 GENERAL CONDITIONS**

**4.1 General Compliance.** The Subrecipient agrees to comply with all CDBG Regulations, including subpart K thereof, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**4.2 Independent Contractor.** In performing under this Agreement, Subrecipient is and shall at all times be acting and performing as an independent contractor to City, performing its duties in accordance with its own judgment. City shall neither have nor exercise any control or direction over the methods by which Subrecipient performs its work and function nor shall City have the right to interfere with such freedom or action or prescribe rules or otherwise control or direct the manner in which such services are performed. The sole interest of the City in the Services performed by the Subrecipient is that such Services be performed in a legal, competent, efficient, and satisfactory manner. Nothing contained herein shall cause the relationship between the parties to this Agreement to be that of employer and employee. Subrecipient shall not have the authority to obligate City to any contract, obligation, or undertaking whatsoever and shall make no representation, either oral or in writing, except those expressly set forth in the materials provided by City.

**4.3 Hold Harmless.** The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

**4.4 Insurance.** Without limiting City's right to indemnification set forth in Section 4.3, Subrecipient shall secure prior to commencing the performance of any Services under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

(a) Required Insurance. Subrecipient shall secure and maintain the following coverage:

- (i) Workers' Compensation Insurance as required by California statutes;
- (ii) Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent Contractor's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form; and

(iii) Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

The Director, with the consent of City's Risk Manager, is hereby authorized to modify the requirements set forth above in the event he determines that a modification, whether an increase or decrease, is in City's best interest.

(b) Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

"This insurance shall not be canceled or allowed to lapse without at least ten (10) days' prior written notice given to the City Clerk of the City of Lancaster, 44933 Fern Avenue, Lancaster, CA 93534."

"It is agreed that any insurance maintained by the City of Lancaster shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for workers' compensation, shall contain the following clause:

"The City of Lancaster, its officials, agents, employees, representative, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Lancaster."

Subrecipient hereby agrees to waive subrogation which any insurer of the Subrecipient may acquire from the Subrecipient by virtue of the payment of any loss. If requested by City, Subrecipient agrees to obtain and deliver to City an endorsement from Subrecipient's general liability and automobile insurance insurer to effect this waiver of subrogation.

(c) Property Insurance. Subrecipient shall further comply with the insurance requirements of 24 CFR 84.31. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(d) Required Certificates and Endorsements. Prior to commencement of any Services under this Agreement, the Subrecipient shall deliver to City (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above, and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by City, it shall be the Subrecipient's responsibility to see that City receives documentation, acceptable to City, which sustains that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, City reserves the right at any time to demand, and to receive within a reasonable time period, certified copies of any insurance policies required under this Agreement, including endorsements effecting the coverage required by these specifications.

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

(i) Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

(ii) Order the Subrecipient to stop work under this Agreement and/or withhold any payment(s) which become due to the Subrecipient hereunder until the Subrecipient demonstrates compliance with the requirements hereof; or

(iii) Terminate this Agreement.

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

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

**4.5 City Recognition.** The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**4.6 Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile transmission, or (vi) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice. Service shall be deemed conclusively made at the time of service if personally served; upon confirmation of receipt if sent by facsimile transmission; the next business day if sent by overnight courier and receipt is confirmed by the signature of an agent or employee of the party served; the next business day after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by express mail; and three (3) days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail.

Subrecipient:           Housing Rights Center  
                                  3255 Wilshire Boulevard, Suite 150  
                                  Los Angeles, California 90010  
                                  Attn:                    Chancela Al-Mansour, Executive Director  
                                  Fax No.:               (213) 381-8555

City: City of Lancaster  
44933 North Fern Avenue  
Lancaster, California 93534  
Attn: Elizabeth Brubaker  
Fax No.: (661) 723-6274

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

**4.7 Amendment and Waiver.** This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any representations or warranties or with any provision of this Agreement. No waiver by any party of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for non-compliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such compliance or breach.

**4.8 Entire Agreement.** This Agreement (including all Attachments attached hereto) embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to the subject matter.

**4.9 Governing Law.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California.

**4.10 Termination.**

(a) Termination for Cause. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(i) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(ii) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

(iii) Ineffective or improper use of funds provided under this Agreement;

or

(iv) Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

(b) Termination for Convenience. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of

partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

## ARTICLE 5 ADMINISTRATIVE REQUIREMENTS

### 5.1 Financial Management.

(a) Accounting Standards. Subrecipient agrees to comply with 24 CFR 84.21 through 84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

(b) Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### 5.2 Documentation and Recordkeeping.

(a) Records to be maintained. Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, that are pertinent to the Services to be funded under this Agreement. Such records shall include but not be limited to:

- (i) Records providing a full description of each activity undertaken;
- (ii) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, specifically including records documenting that at least 51% of the clientele served by Subrecipient under this Agreement are persons whose family income does not exceed the low and moderate income limit;
- (iii) Records required to determine the eligibility of activities;
- (iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (v) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (vi) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
- (vii) Other records necessary to document compliance with the CDBG Program.

(b) Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or

other actions that involve any of the records cited and that have started before the expiration of the four-year period, then all pertinent records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

(c) Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

(d) Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to Services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

(e) Close Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG Funds, including program income.

(f) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and OMB Circular A-133.

### **5.3 Reporting and Payment Procedures.**

(a) Program Income. The Subrecipient shall prepare and deliver to City monthly reports declaring all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

(b) Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient, including the Subrecipient Reimbursement Request form required by the Subrecipient Handbook, and consistent

with the approved budget and other pertinent City policies concerning payments. All payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

(c) Quarterly Progress Reports. Subrecipient shall submit quarterly progress reports to the City on or before each April 15 (for January through March), July 15 (for April through June), October 15 (for July through September), and January 15 (for October through December) in the form, content, and frequency as required by the Subrecipient Handbook or as otherwise directed by City. Such reports shall include information regarding the income of individuals served by Subrecipient to satisfy the requirements of 24 CFR 570.208(a)(2)(B) and evidence satisfaction of the national objective set forth at 24 CFR 570.200(a)(2). Such reports shall describe Subrecipient's activities during the prior quarter.

#### **5.4 Procurement.**

(a) Compliance. The Subrecipient shall comply with current City policy (including as stated in the Subrecipient Handbook) concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All CDBG program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

(b) OMB Standards. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 and the Subrecipient Handbook.

(c) Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with CDBG Funds provided under this Agreement.

**5.5 Use and Reversion of Assets.** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the City any CDBG Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) In all cases in which equipment acquired, in whole or in part, with CDBG Funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to City for the CDBG Program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**ARTICLE 6**  
**PERSONNEL & PARTICIPANT CONDITIONS**

**6.1 Civil Rights.**

(a) Compliance. The Subrecipient agrees to comply with the Lancaster Municipal Code, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and the applicable non-discrimination provisions in Section 109 of the HCDA Act.

(c) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602.

(d) Section 504. The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

**6.2 Affirmative Action.**

(a) Executive Order 11246. The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

(b) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(c) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or



worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(e) Subcontract Provisions. The Subrecipient will include the provisions of Sections 6.1, Civil Rights, and 6.2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### **6.3 Employment Restrictions.**

(a) Prohibited Activity. The Subrecipient is prohibited from using CDBG Funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(b) Labor Standard. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

(c) Prevailing Wage. The Subrecipient agrees that, to the extent applicable, all contractors engaged under contracts for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement shall comply with the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 and California Labor Code Section 1720, *et seq.* governing the payment of wages and ratio of apprentices and trainees to journey workers. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(d) Section 3 Clause. The Subrecipient agrees, to the extent applicable, to comply with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. The Subrecipient further agrees to include the following language in all subcontracts for construction, demolition or rehabilitation work executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

## 6.4 Conduct.

(a) Assignment. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

(b) Subcontracts.

(i) Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

(ii) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(iii) Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(iv) Selection Process. The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

(c) Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(d) Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

(i) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by CDBG Funds.

(ii) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by CDBG Funds if a conflict of interest, real or apparent, would be involved.

(iii) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the

CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

(e) Lobbying. The Subrecipient hereby certifies that:

(i) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

(iii) It will require that the language of paragraph (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

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

(f) Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## **ARTICLE 7 DISPUTE RESOLUTION**

**7.1 Mediation and Conciliation.** Any controversy between City and Subrecipient arising out of or relating to this Agreement, or involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either City or Subrecipient served on the other, be submitted to a nonbinding mediation by a mediation or conciliation service mutually agreeable to Subrecipient and City, prior to submitting such controversy to arbitration pursuant to Section 7.2. The decision of the mediator or conciliator shall not be binding on either party, and exercising the provisions of this Section 7.1 shall not prevent either party to this Agreement from subsequently pursuing arbitration of the dispute or controversy as provided in Section 7.2.


**7.2 Arbitration.** Except as provided in Section 7.1, any controversy between City and Subrecipient arising out of or relating to this Agreement, or involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall, on the written request of either City or Subrecipient served on the other, be submitted to arbitration; any such arbitration shall comply with and be governed by the provisions of the California Arbitration Act (Cal. Civil Proc. Code §§ 1280 – 1294.2). City and Subrecipient shall mutually agree upon one person to hear and determine the dispute and, if the parties are unable to agree, then a judge’s decision shall be final and conclusive upon both parties. The cost of arbitration shall be divided equally among the parties. Any arbitral award, where appropriate, may be enforced by a court of competent jurisdiction through injunctive or other equitable relief, as well as relief at law (*e.g.*, damages). City and Subrecipient shall each be entitled, as a matter of right, to apply to a court of competent jurisdiction for temporary, interim, provisional, or partial injunctive relief (*e.g.*, temporary restraining order or preliminary injunction) during or prior to any arbitration proceedings. Neither this provision nor the exercise by either City or Subrecipient of its rights hereunder shall constitute a waiver by either City or Subrecipient of any other rights hereunder which it may have to damages or otherwise.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

**CITY:**

**CITY OF LANCASTER,**  
a municipal corporation and charter city


By:   
Mark V. Bozigian  
City Manager

**ATTEST:**


By:   
Geri K. Bryan, CMC  
City Clerk

**APPROVED AS TO FORM:**

**STRADLING YOCCA CARLSON & RAUTH**


By:   
Allison E. Burns  
City Attorney

**APPROVED BY DIRECTOR:**

By:   
Elizabeth Brubaker  
Director, Housing &  
Neighborhood Revitalization

**SUBRECIPIENT:**

**SOUTHERN CALIFORNIA HOUSING RIGHTS  
CENTER dba HOUSING RIGHTS CENTER,**  
a California nonprofit public benefit corporation

By:   
Chancela Al-Mansour,  
Executive Director

**ATTACHMENT NO. 1**

**BUDGET**

**[To be inserted]**

## Exhibit 4a

### FY 2014-2015 Budget Plan

**SO. CAL. HOUSING RIGHTS CENTER  
BUDGET PLAN  
FISCAL YEAR ENDING JUNE 30, 2015**

	FY 14 - 15 Budget	%
<b>Income Sources:</b>		
Los Angeles City contract	680,000	30.90%
Los Angeles County contract	200,000	9.36%
HUD FHIP Project	324,980	15.21%
Group A Cities contract	321,205	15.04%
Group B Cities contract	246,305	11.53%
Non-CDBG contracts	20,000	0.94%
Attorney's Services	325,000	15.22%
Management Trainings	16,000	0.75%
Interest Income	2,500	0.12%
Miscellaneous Income	20,000	0.94%
<b>TOTAL INCOME</b>	<b>2,135,990</b>	<b>100.00%</b>
<b>Personnel Expenses:</b>		
Salaries	1,375,244	
Payroll taxes	118,898	
Medical Benefits	138,397	
Retirement Benefits	48,845	
<b>Total Personnel Costs</b>	<b>1,681,384</b>	<b>78.72%</b>
<b>Indirect Costs:</b>		
Single Audit	10,000	
Payroll Processing	5,152	
Testing	20,300	
Tester Training	1,200	
Travel and Mileage	11,900	
Rent/Moving	152,615	
Office Parking	23,409	
Office Supplies	20,850	
Equipment Lease	25,965	
Equipment Maintenance	1,400	
Computer Maintenance	24,540	
Telephone	25,025	
Postage and Mailing	12,000	
Insurance	20,750	
Public Information and Advertising	11,750	
Internet and Website	9,600	
Subscription and Memberships	1,650	
Meetings and Trainings	3,750	
Taxes and Licenses	750	
Documents Disposal	500	
<b>Total Indirect Costs</b>	<b>383,106</b>	<b>17.94%</b>
<b>NonReimbursable Expenses</b>		
General and Board Expenses	20,000	
Litigation and Program Expenses	51,500	
<b>Total NonReimbursable Expenses</b>	<b>71,500</b>	<b>3.35%</b>
<b>TOTAL EXPENSES</b>	<b>2,135,990</b>	<b>100.00%</b>
<b>BUDGET OVER (SHORTFALL)</b>	<b>0</b>	<b>0.00%</b>
(April 14, 2014)	=====	=====

**ATTACHMENT NO. 2**

**SUBRECIPIENT'S PROPOSAL TO PROVIDE FAIR HOUSING SERVICES**

**[Attached on Following Pages]**

Attachment No. 2-1



---

**Proposal to**

**City of Lancaster**

**For**

**Fair Housing Services**

**Submitted by:**

**Housing Rights Center  
3255 Wilshire Blvd., Suite 1150  
Los Angeles, CA 90010  
(213) 387-8400  
(800) 477-5977  
TTY# (213) 201-0867  
[www.housingrightscenter.org](http://www.housingrightscenter.org)**

**May 1, 2014**

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**Section 1**

**Cover Letter**

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April 15, 2014

City of Lancaster  
Department of Housing and Neighborhood Revitalization  
44933 North Fern Avenue  
Lancaster, California 93534  
Attn: Brigitte Ligons

RE: FY 2014-2015 Fair Housing Services to the City of Lancaster

To Whom It May Concern:

The Housing Rights Center would like to provide fair housing services to the City of Lancaster for the Fiscal Year 2014-2015 for the proposed amount of **\$29,003**. The attached proposal contemplates that the Housing Rights Center would continue to provide fair housing services for the City of Lancaster for the period of July 1, 2014 through June 30, 2016.

The Housing Rights Center mailing address is 3255 Wilshire Blvd., Suite 1150, Los Angeles, CA 90010.

I, Chancela Al-Mansour, am the contract person who is authorized to make representations for the bidder.

Please feel free to contact me should you have any questions.

Thank you,

Chancela Al-Mansour  
Executive Director  
Housing Rights Center  
3255 Wilshire Blvd., Suite 1150  
Los Angeles, CA 90010  
[calmansour@housingrightscenter.org](mailto:calmansour@housingrightscenter.org)  
Tel.: (800) 477-5977, ext. 1111



## **Section 2**

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## **Section 3**

# **Executive Summary**

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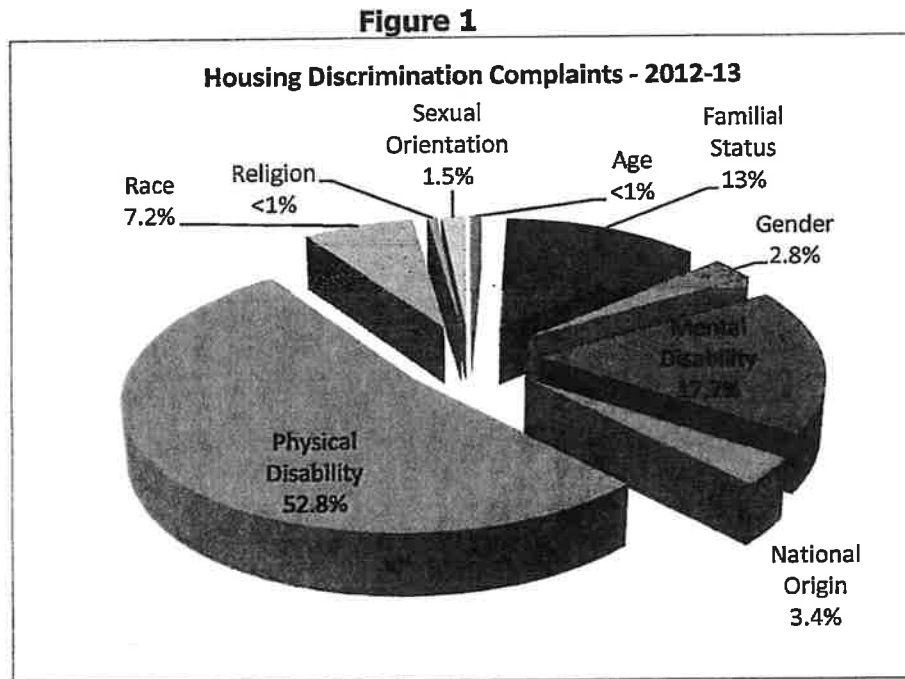
### Section 3. Executive Summary

This year, the Southern California Housing Rights Center (dba Housing Rights Center) celebrates our 46th anniversary. Since our inception in 1968, HRC's goals have been to work with individuals, communities and local groups to enforce fair housing laws so that a tangible remedy will be available to every person injured by housing discrimination.

In pursuing these goals, the Housing Rights Center has distinguished itself as a premier fair housing agency. We are the largest community-based fair housing agency in the United States, offering the widest and most comprehensive array of fair housing services. During our 46-year history, the Housing Rights Center has pioneered the development of investigative procedures and reports and has been called on many times by the media to provide expert knowledge on fair housing issues.

The Housing Rights Center proposes to provide a comprehensive *Fair Housing Program* for the City of Lancaster during from July 1, 2014 through June 30, 2016. To this end, HRC will offer services from our four core programs: (1) Tenant/Landlord Counseling; (2) Discrimination Complaint Investigation; (4) Outreach and Education; and (5) Legal Services.

HRC investigates housing discrimination complaints brought under both State and Federal fair housing laws. From **July 1, 2012 to June 30, 2013**, HRC received 1,656 housing discrimination inquiries. We opened and thoroughly investigated 549 housing discrimination cases. (Figure 1)



HRC found sufficient evidence of discrimination to warrant enforcement activity in 70% of the 549 cases from Program Year 2012-2013. Regarding the outcomes of our investigations, HRC successfully conciliated 43% of our cases, which typically meant that the clients were able



to retain their housing, 1% was referred to HRC's Litigation Department, 1% was referred to the California Department of Fair Employment & Housing, and 11% of HRC's 2012-2013 discrimination cases were closed at the client's request.



## **Section 4**

## **Work Plan**

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## **Section 4: Work Plan**

The following contains a description of the activities described in the "Scope of Work" section of the proposed contract (Section IV):

### **A. Housing Discrimination Complaint Services**

The Housing Rights Center's Investigations Department conducts thorough and efficient investigations with the goal of achieving the most favorable results available for our clients. We track complaint data and outcomes accurately and efficiently.

*Please see Exhibit 1: Complaint Process Flowchart*

#### **1. Inquiries**

HRC's Counseling Department staff is trained to provide counseling on landlord/tenant, fair housing, and predatory lending issues. We conduct periodic training to assure that staff is current on changes to the law.

In order to screen our calls for fair housing issues, HRC's Counselors are trained to ask basic questions that are likely to reveal potential discrimination without prompting the caller to prematurely identify discrimination as the cause. When the Counselor suspects discrimination may be a factor in the caller's problem, the Counselor will complete the Discrimination Inquiry components of the intake database, in which we obtain contact and site information, as well as demographic information about the client.

The Counseling Director then refers the inquiry to the Director of Investigations ("DOI"), who will review the basic allegation and assign the inquiry to one of several Case Analysts ("CA"). The CAs conduct a more thorough phone interview with the client who has alleged discriminatory practices. The CAs have experience with the many forms of discrimination and periodically receive training to spot new and emerging fair housing issues.

If the CA determines there is cause to suspect discrimination has occurred or is occurring, he or she will schedule an intake interview with the client. Every effort is made to conduct these interviews in person. If a client is disabled or otherwise unable to come in to the office, the CA will make arrangements for a home visit or telephone intake interview. The interview might also be conducted by telephone where time is of the essence.

#### **2. Housing Discrimination Complaints**

##### **a. Discrimination Case Intake**

HRC's intake form gives us a comprehensive picture of the rental scenario and is the first step toward launching an investigation. The intake form includes all contact information for the client, demographic data, and tenancy information. Key information about the complaint address is also gathered, including the names and addresses of the owner, management company, and on-site manager, whether the building is rent controlled or stabilized, the number of vacancies in the building (useful for testing), and how units at the complaint address are advertised for rental or sale. Finally, the intake form requires that the client provide a signed narrative of his or her experience, which describes the alleged discriminatory practice or practices in context and in chronological order. Upon completion of the intake, a case number is assigned and the CA and DOI meet again to discuss case investigation strategy.

## **b. Case Investigation**

HRC uses five (5) principal methods when investigating complaints of housing discrimination. While paired testing and surveying are the most common, all methods can be an important part of gathering evidence and each is used as appropriate.

**i. Testing:** Every effort is made to initiate testing in cases where it is appropriate as soon as possible after intake. Typically, this is within 2 or 3 days of the initial complaint. A concerted effort is made to test immediately in complaints by a prospective renter of a refusal to rent. HRC has designed standardized report forms to elicit information gathered during tests. The forms require testers to provide a comprehensive narrative of their experience in addition to detailed specific information. The Case Analyst compares and analyzes the reports. HRC's staff conducts both sales and rental testing.

HRC conducts quarterly tester training sessions and periodic tester refresher classes to keep our longtime testers current on new procedures.

**ii. Surveys:** When testing of the kind described above is not possible or appropriate, for example, if there are no vacancies or because the allegation is by an in-place tenant complaining of harassment, we will often conduct surveys of other tenants at the complaint address. This is often the case where the apartment building has only a small number of units and tenant turnover is minimal. HRC seeks comprehensive information from those surveyed about their tenancy, as well as their general impressions about the conditions at the complaint address, with specific attention to the issues raised in the complaint. When other tenants of the same protected class as the client report similar treatment, surveys provide strong evidence of a pattern or practice of discrimination and become invaluable in conciliation efforts and/or settlement negotiations.

**iii. On-site Visits:** On-site visits by HRC staff can be an important investigative tool when the physical conditions of the rental premises are at issue. This is often the case in an investigation of alleged disability discrimination. Physical evidence (photographs and diagrams) will verify the lack of an accommodation, such as a ramp, and the feasibility of installation.

**iv. Witness Statements:** Clients frequently have witnesses who can verify elements of their allegation. HRC interviews the witness and documents the information provided in signed and dated declarations. As with surveys, this sort of corroborating evidence is key in subsequent efforts to resolve the housing issue.

**v. Document requests and review:** When building a case, HRC seeks to maintain a complete file of the tenant and landlord's interaction. We will obtain rental agreements, advertisements, notices, and any correspondence that has been exchanged. HRC also conducts respondent property searches. This helps us determine whether there are other testing options, which can assist in establishing a pattern and practice of discrimination.

## **c. Findings**

Once HRC has concluded our investigation, we make a determination about the strength of the evidence that corroborates the client's allegation of discrimination, assigning the case one of three possible findings. The strongest finding, "Sustains Allegation" (SA), is given to those cases for which we have obtained sufficient evidence to pursue diligent advocacy and/or legal remedies for the client. When the evidence we have obtained partially supports the allegation, or is otherwise inadequate for us to take further steps, we designate a finding of "Inconclusive Evidence" (IE) of discrimination. When HRC's investigation reveals that the complaint lacked merit as a fair housing violation, we make a finding of "No Evidence of Discrimination" (NED).

#### **d. Resolution of Complaint**

If HRC's investigation finds evidence supporting the allegation of discrimination, we work with the client to achieve his or her goal. At the intake interview, the CA will have explained the available options to the client and determined the client's goals. This fundamental question drives the investigation, and results in our office pursuing one of the following actions:

##### **i. Conciliation**

This is often HRC's first step in trying to resolve the problem. When conciliating a complaint, we act as advocates for the client. Typically, we contact the respondent by letter and detail the basis of the allegation, the results of our investigation, the applicable law, and a proposed solution. If the client's goal is to secure the housing at issue, this will be our first priority. These "demand letters" give the respondent an early opportunity to avert further action. It also serves to put the respondent on notice that HRC has and will continue to intervene on the client's behalf.

Occasionally, a respondent is unaware that a violation of fair housing law has occurred and is willing to make a good faith effort to correct the problem. HRC obtains that assurance in writing and continues to monitor the situation. When the client feels that the issue is resolved, the case is closed as "Successfully Conciliated" (SC).

There are times, however, when a respondent is unwilling to consider conciliation. As before, HRC presents the client with his remaining options. If there is strong evidence of discrimination, we encourage the client to consider legal remedies.

##### **ii. Referral to a Government Administrative Agency**

Another option for clients is to file with the California Department of Fair Employment and Housing (DFEH). When a client chooses this option, HRC cooperates with the government agency through document sharing. We also track the resolution of these referred cases.

##### **iii. Referral to an Attorney and Continued Investigation**

When HRC has gathered evidence sustaining an allegation of discrimination, and the respondent has been unwilling to conciliate the matter or the client's stated goal is litigation, we pursue the appropriate legal remedies. HRC's Legal Department is able to represent clients in federal and state fair housing litigation. Although HRC continues to collaborate with several private attorneys who specialize in fair housing cases, our Staff Attorneys are able to provide our clients with ongoing legal assistance.

When the alleged discrimination practice implicates housing policy or gives HRC an opportunity to highlight an issue of particular importance, HRC will join as a plaintiff.

#### **3. Legal Staff**

HRC maintains a legal department staffed with three attorneys licensed to practice law in state and federal courts, as well as a legal assistant to support the department with its filing and case management needs.

The legal department will provide the following services:

**a. Legal Representation:** The department will provide legal representation to clients and to HRC when evidence exists to support a meritorious claim of housing discrimination.

**b. Investigation support:** The department will provide case analysis of discrimination complaints and guidance in investigation strategy for HRC's Investigation Department staff as needed.

**c. Staff Training:** The department will conduct periodic training of investigation and counseling staff members on fair housing and other housing law issues of note.

**d. Landlord/Tenant Law:** The department will provide expertise in landlord/tenant law as needed.

#### **4. General Housing and Landlord/Tenant Referrals**

HRC provides telephone and in-person counseling to both tenants and landlords regarding their respective rights and responsibilities under California law and local city ordinances. For example, staff members commonly cite specific civil codes that pertain to the client's matter and/or provide sample letters that discuss a particular issue. Tenant/landlord counseling not only facilitates housing-rights education of residents, but also serves to empower them in their efforts to achieve fair housing for themselves and in their communities. In HRC's database, we refer to these calls as "resolved" since we have provided the caller the information required to resolve the issue on their own.

When Counselors determine that a particular client's matter is outside the scope of our agency's services, we provide appropriate referral information. Using referral books compiled by HRC, staff members provide clients with agency names, phone numbers, and addresses in that client's locality. These referral lists are updated regularly to verify that the services continue to be provided. These agencies include, but are not limited to, local housing authorities, health and building & safety departments, and other social service providers.

### **B. Fair Housing and Landlord/Tenant Outreach Services**

HRC will continue to implement a citywide fair housing Outreach Program that will create greater public awareness of fair housing throughout the City and address specific needs of the protected classes listed in federal, state, and local fair housing laws. HRC will facilitate large citywide outreach activities and increase the opportunities for media exposure while also focusing resources on targeted outreach regarding specific issues.

#### **1. Press Releases**

HRC will submit press releases to inform the community of upcoming fair housing workshops in the City. Large newspapers such as the *Los Angeles Times* will be contacted when HRC has a large event, settles a case, releases a report on fair housing, or for any type of newsworthy event. Targeted community newspapers will be contacted to publicize fair housing and advertise HRC's services.

#### **2. Fair Housing Newsletters**

HRC currently publishes an annual HRC Bulletin that we distribute throughout the City. We also developed a bi-annual newsletter for property owner and managers that was well received where it was distributed. We can replicate this for the City of Lancaster. HRC is also in the process of developing a monthly e-newsletter. Thereafter we will distribute the e-newsletter on a monthly basis. It will include current events in fair housing and recent achievement by HRC.

#### **3. Annual Fair Housing and Housing Rights Workshops**

HRC will continue to host one Fair Housing Workshop and one Housing Rights Workshop in Lancaster. Our presentation consists of a comprehensive overview of fair housing law, and information about landlord/tenant law, including general information about lease vs. month-to-month agreements, repairs, security deposits and evictions. At these presentations, we will distribute agency literature to which participants can refer when specific issues arise.

#### **4. Assist Tenants and Landlords with Housing Questions**

HRC will continue our tenant/landlord counseling program. Our housing counselors are available Monday through Friday from 8:30am to 5:00pm to answer questions about housing issues.

#### **5. Media**

HRC will use all media tools available to publicize fair housing and HRC's services. HRC will contact local media outlets and request that they publish or air public service announcements ("PSA's") about fair housing laws and HRC's services. Each month HRC will submit a public service announcement regarding the monthly walk-in clinic at Lancaster City Hall. We will also submit public service announcements about upcoming workshops.

## **6. Development and Distribution of Materials**

HRC staff will develop and distribute materials in the City that describe how housing injustices arise, the applicable laws that protect against housing discrimination and ways to prevent housing inequity. Our materials and programs will be offered to a variety of audiences such as housing professionals (e.g., landlords, property managers, and realtors), tenants, prospective homebuyers, city employees, and other non-profit organizations. Depending on the audience, the written materials will be translated by HRC staff and volunteers into Armenian, Cantonese, Mandarin, Korean, Russian or Spanish. Materials will be distributed during neighborhood visits and mailings throughout the City ensuring that all residents have access to fair housing information and services. HRC will distribute at least 1,200 pieces of literature during the year.

## **7. Property Management and Landlord Training**

HRC conducts quarterly Fair Housing Certification Training seminars for housing industry professionals at our main office in Los Angeles. These seminars are tailored to provide detailed analysis of fair housing law and interpretation, with specific information on discrimination against families with children, people with disabilities, sexual harassment, hate crimes, and advertising.

## **8. Booths**

HRC will staff booths at community festivals, apartment owners' association annual events, resource fairs and other events as they occur. We have developed eye-catching poster boards and banners that have proven helpful in drawing attendees to our booths.

## **9. Special Events**

HRC will hold an annual special event in the County of Los Angeles. The event will not only bring together residents to discuss fair housing, but will also raise public awareness of fair housing issues and services generally. HRC will conduct our annual *Housing Rights Summit* in April that will bring together fair housing groups, social service providers, community members, and government entities to address fair housing and other related issues, such as homelessness, community development and affordable housing. Persons not directly involved in fair housing will bring a fresh perspective to ways of addressing fair housing impediments and gain a new understanding of connections between fair housing and other issues.

## **10. Collaborative Efforts**

HRC will continue to actively participate in several coalitions. Specifically, we will continue our role on the Los Angeles Times Fair Housing Advertising Task Force and with Call to Action.

### C. Lancaster Client Statistics

From July 1, 2007 to June 30, 2013, HRC assisted 3,636 Lancaster residents with housing discrimination and general housing complaints.

#### Lancaster Direct Services for Past Five Fiscal Years

	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	Total
<b>Direct Services</b>							
General Housing	578	669	666	543	434	423	<b>3,313</b>
Discrimination Complaints	53	56	55	62	61	36	<b>323</b>
<b>Total</b>	<b>631</b>	<b>725</b>	<b>721</b>	<b>605</b>	<b>495</b>	<b>459</b>	<b>3,636</b>
<b>Discrimination Complaint Outcomes</b>							
Sustains Allegation	12	8	7	14	8	4	<b>53</b>
Inconclusive Evidence	2	3	4	3	11	8	<b>31</b>
No Evidence of Disc.	0	0	0	0	0	0	<b>0</b>
Counseled	34	43	42	34	31	20	<b>204</b>
Referred	5	2	2	10	11	4	<b>34</b>
Pending	0	0	0	1	0	0	<b>1</b>
<b>Total</b>	<b>53</b>	<b>56</b>	<b>55</b>	<b>62</b>	<b>61</b>	<b>36</b>	<b>323</b>
<b>Case Dispositions</b>							
Successful Conciliation	11	6	4	7	4	4	<b>36</b>
No Enforcement Possible	2	3	4	10	14	7	<b>40</b>
Referred to Litigation	0	0	1	0	0	0	<b>1</b>
Client Withdrew	1	2	2	0	0	1	<b>6</b>
Referred to DFEH	0	0	0	1	0	0	<b>1</b>
Counseled	34	43	42	34	31	20	<b>204</b>
Referred	5	2	2	10	11	4	<b>34</b>
Pending	0	0	0	0	1	0	<b>1</b>
<b>Total</b>	<b>53</b>	<b>56</b>	<b>55</b>	<b>62</b>	<b>61</b>	<b>36</b>	<b>323</b>





# **Section 5**

## **Contractor Capabilities**

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## **Section 5: Contractor Capabilities**

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### **A. Mission Statement and Organizational History**

The Housing Rights Center (HRC) is the largest non-profit civil rights organization in the United States dedicated to securing the right to equal access in housing. HRC's mission is to actively support and promote fair housing to the end that all persons have the opportunity to secure the housing they desire and can afford, without discrimination based on their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income, or other characteristics protected by law.

Following the currents of rigorous social reform, the Housing Rights Center was founded in 1968, the same year Congress passed the Fair Housing Act. The Fair Housing Act committed all governments, federal, state, and local, to the goals of equal access in housing. HRC has addressed the challenges of housing discrimination without interruption since that time, and continues to expand and diversify its services and programs to meet the growing needs and ever changing issue of fair housing.

In addition to the City of Lancaster, HRC's service area includes Los Angeles and Ventura Counties including the cities of: Alhambra, Baldwin Park, Carson, Culver City, Glendale, Glendora, Hawthorne, Inglewood, Los Angeles, Montebello, Monterey Park, Oxnard, Palmdale, Pasadena, Pico Rivera, Pomona, Redondo Beach, Rosemead, San Buenaventura, Simi Valley, West Covina, and Whittier. Through a unified contract with the County of Los Angeles we serve the cities of Agoura Hills, Altadena, Arcadia, Avalon, Azusa, Bell, Bell Gardens, Beverly Hills, Bradbury, Calabasas, Cerritos, Claremont, Commerce, Covina, Cudahy, Culver City, Diamond Bar, Duarte, East Los Angeles, El Segundo, Hawaiian Gardens, Hermosa Beach, Irwindale, La Canada/Flintridge, La Habra Heights, La Mirada, La Puente, La Verne, Lawndale, Lennox, Lomita, Malibu, Manhattan Beach, Marina Del Rey, Maywood, Monrovia, Rancho Palos Verdes, Rolling Hills Estates, San Dimas, San Fernando, San Gabriel, San Marino, Santa Fe Springs, Sierra Madre, Signal Hill, South El Monte, South Pasadena, Temple City, Torrance, Walnut, Westlake Village and West Hollywood. Through a unified contract with the County of Ventura, we serve the cities of Camarillo, Fillmore, Moorpark, Ojai, Port Hueneme, Santa Paula, Simi Valley and Thousand Oaks.

*Please see Exhibit 2: List of References*

### **B. Services and Programs Offered**

HRC operates with a full-time staff of twenty-eight employees and offers services in English, Armenian, Cantonese, Korean, Mandarin, Russian, Spanish, and American Sign Language. HRC has established a four-part fair housing program in order to meet the needs of the communities we serve and to address the many aspects of housing inequity. This program includes: (1) Telephone and Walk-in Counseling Services; (2) Discrimination Complaint Intake and Investigation; (3) Outreach and Education; and (4) Legal Services. There are no other agencies within our service areas that provide similar services. HRC maintains three full-time offices (in Los Angeles, the San Fernando Valley and Pasadena) and provides regular clinics in the City of Lancaster at Lancaster City Hall.

#### **1. Telephone and Walk-In Counseling Services**

The majority of clients HRC assist initiate contact via telephone. To ensure proper service, Housing Counselors are available daily to provide assistance to telephone and walk-in clients Monday through Friday from 8:30 a.m. to 5:00 p.m. Callers who reach the agency after service

hours will be contacted the next day, or on Monday if the message is left on a weekend. HRC also has a toll-free 800 number and a TTY number for the hearing impaired.

HRC Housing Counselors can assist clients in several ways. Housing Counselors provide general information and materials on the California Civil Code and other applicable laws; provide clients with referrals to other organizations or city agencies such as Legal Aid or the Health Department. Housing Counselors also screen client calls for possible discrimination issues. Our Housing Counselors are extensively trained on how to screen all general inquiries for housing discrimination. As such, Housing Counselors are highly experienced in identifying housing discrimination. At the first sign of a claim of discrimination, the client's inquiry is referred to the Director of Investigations to determine whether the complaint should be further investigated.

## **2. Discrimination Complaint Investigation**

The discrimination complaint investigation begins at the intake phase. Once a client contacts HRC, a housing counselor interviews the client to determine what type of problem he or she may have. At the first sign of a claim of discrimination, the client's inquiry is referred to the Director of Investigations.

If the Director of Investigations determines that a full investigation should be conducted, she or a member of her Investigations Team will conduct outside factual research. This gathering of information may include administering tests (sending out testers) to identify any discriminatory actions by housing personnel, conducting interviews of witnesses (e.g., neighbors, family members, or property personnel) and organizing studies or surveys to identify any discriminatory history that may exist in the client's area. Once sufficient factual evidence is obtained, the investigator can identify the type of discrimination that may be involved and potential solutions for the client. The Director of Investigations and her team work closely with the client to best achieve that client's goals.

## **3. Outreach and Education**

HRC has established effective outreach and education programs. We continuously develop and distribute written materials that describe the applicable laws that protect against housing discrimination and ways to prevent housing injustices. Additionally, we present fair housing law workshops and programs to our target audiences to teach communities how to stop housing inequity problems.

Our materials and programs are offered to a variety of audiences such as property personnel (e.g. landlords, property managers, and realtors), tenants, prospective homebuyers, code enforcement personnel, police officers, city employees, and other non-profit organizations. Depending on the audience, the written materials and presentations can be translated by staff into Armenian, Cantonese, Korean, Mandarin, Spanish or Russian. Last program year, 3% of Lancaster clients sought assistance in Spanish.

Since April 2000, HRC has hosted the annual *Housing Rights Summit*, which brings together fair housing groups, social service providers, community members, and government to address fair housing and other housing issues that intersect with fair housing such as housing for people with disabilities, community development and affordable housing. This year's 15<sup>th</sup> Annual Housing Rights Summit: "Bridging the Gap" will be held on April 17, 2014. Expert panelists will discuss the exploitation of children and people of color, loss of equity and re-segregation in communities of color, and complex housing laws dealing with the hoarding of medical marijuana.

HRC's website, [www.housingrightscenter.org](http://www.housingrightscenter.org), includes comprehensive fair housing information and resources, descriptions of our services, and the ability to submit questions by email. Our website also features a fair housing blog which is updated regularly with news on fair housing laws and cases. Additionally, HRC has a comprehensive social media presence through

the use of Facebook and Twitter. We welcome the City to provide a link to HRC's website on the City's website.

#### **4. Legal Services**

HRC has three staff attorneys who are able to litigate housing discrimination cases. Although we always look to a variety of creative legal and non-legal solutions to housing problems, we have found litigation to be highly effective to stop instances of discrimination and to educate a broader audience about the illegality of housing discrimination. In the last three years alone, HRC has litigated nearly 70 housing discrimination cases.

#### **C. Organization Profile**

HRC has mobilized a highly effective and diverse staff reflective of the communities we serve. We have the capacity to provide fair housing services in seven languages in addition to English: Armenian, Cantonese, Korean, Mandarin, Russian, Spanish, and American Sign Language.

We have organized the agency into several departments, each with a department head who will directly train and supervise their respective teams. The Executive Director will hold monthly Management Team meetings with leaders of each department to discuss program supervision, maintenance, and development.

These Departments include:

1. A **Counseling Department** team of five Counselors and a Director who will field all housing calls, screening clients for fair housing issues, and provide information and referrals for tenant/landlord issues.

2. An **Investigation Department** team of six Case Analysts and a Director who will promptly and thoroughly respond to, investigate, and resolve allegations of housing discrimination.

3. A **Legal Department** team of three attorneys and a legal assistant who will provide legal services to our clients; provide expert support to other staff on investigations and landlord/tenant issues; conduct training sessions for staff and other attorneys; and engage in legislative advocacy.

4. An **Outreach & Education Department** team of three Coordinators and a Director who will implement a comprehensive citywide outreach program that is based on community needs.

5. An **Executive and Financial Department** that is responsive and accountable.

*Please see Exhibit 3: Principal Staff Resumes*

#### **D. Documentation and Performance Reports**

##### **a. Database**

HRC has developed a comprehensive complaint management database, which tracks all counseling and discrimination case data. It is networked among all staff computers, allowing for the easy exchange of information. HRC also uses an outreach database, which tracks and compiles all staff activities.

##### **b. Documentation of Requests for Assistance**

The complaint database described above has a reporting component that will make the production of statistics and other diagnostic data accurate and efficient. Statistical reports will include all demographic and complaint issue data, which will facilitate the analysis of trends and emerging needs.

##### **c. Documentation of Discrimination Complaints**

HRC will continue our practice of maintaining complete and organized case files. Our case files adhere to a strict format, which facilitates case management and review. Although portions of case files will be generated from the database, such as intake forms, case files will include all relevant documents and materials produced in the investigation and resolution of our cases.

**e. Fiscal and Programmatic Reports**

In developing the reporting component of the complaint database, HRC will incorporate all statistical data requested by the City. These statistical reports will be provided to the City, along with our monthly program reports. At a minimum, components of the monthly reports will include statistical data, complaint descriptions, and summaries of all outreach activities. Monthly financial reports will also be provided, which will itemize expenses charged to the contract.

**f. Financial Status of HRC**

*Please see Exhibit 4a: FY 2014-2015 Budget Plan and Exhibit 4b: Statements of Financial Position.*



## **Section 6**

### **Costs**

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## **Section 6 - COSTS**

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*Please see Attachment 1: Proposal Costs*

*Please see Exhibit 4a: FY 2014-2015 Budget Plan  
4b: Statements of Financial Position*

*Please see Exhibit 5: Proposed Fee*



## **Section 7**

# **Additional Data & Attachments**

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**Section 7 – Additional Data & Attachments**

**Attachment 1: Proposal Costs**

ATTACHMENT 1

CITY OF LANCASTER  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FAIR HOUSING PROGRAM

PROPOSAL COSTS

FY 2014-15

DIRECT COSTS

23,150.00

INDIRECT COSTS

5,853.00

TOTAL COSTS

29,003.00

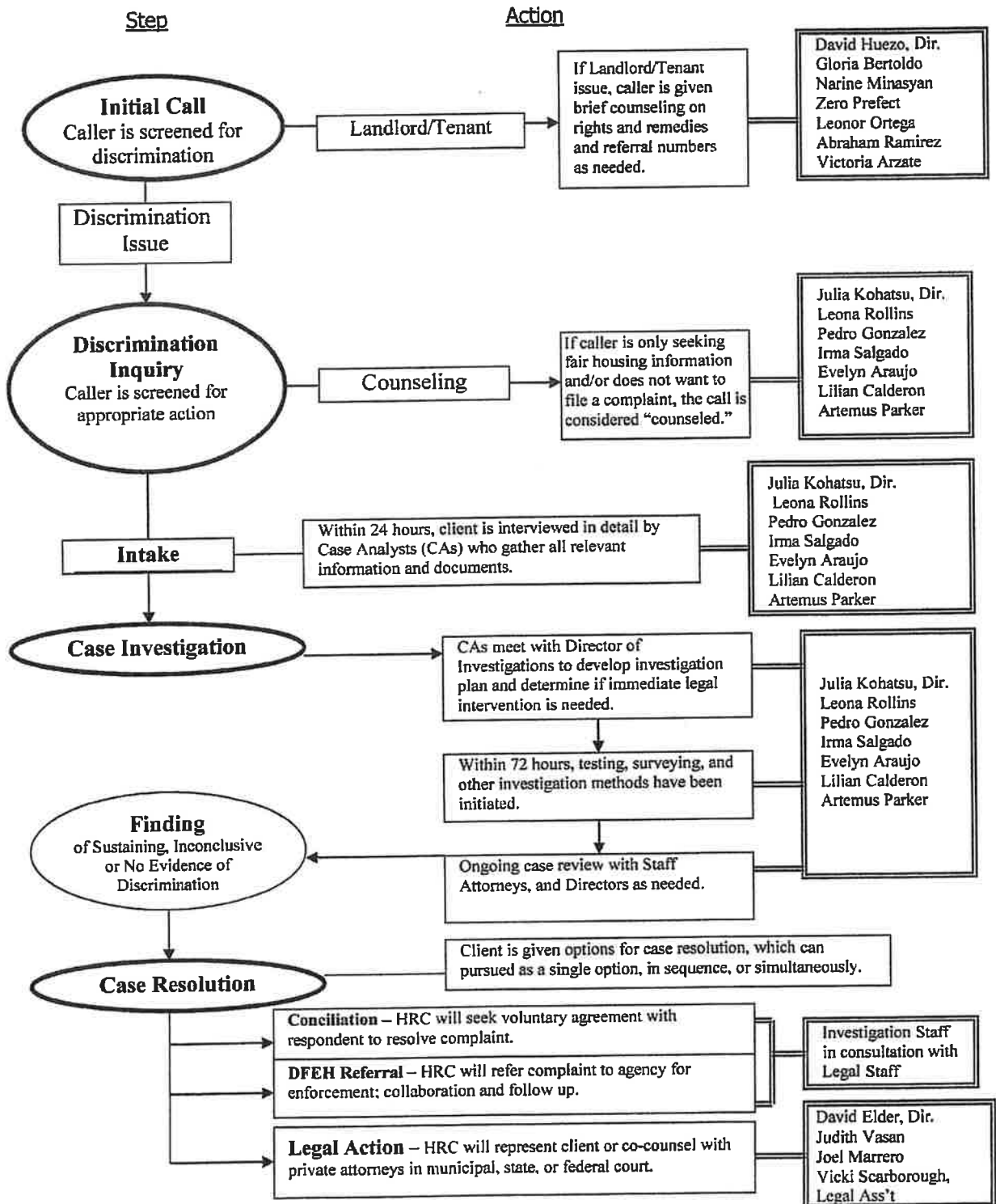
Signed

Title

Date

*Ch. Alk*  
Chancellor Al-MANSOUR, Executive Director  
April 15, 2014

**Exhibit 1  
Housing Rights Center - Complaint Process Flowchart**



Updated March 17, 2014

**Exhibit 2**  
**List of References**

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**1. City of Los Angeles**

**Amelia Medina**

L.A. City Housing + Community Investment Department  
Program Operations Division  
1200 W. 7th Street, 6th Floor  
Los Angeles, CA 90017  
**(213) 744-9099**  
**amelia.medina@lacity.org**

**2. City of Monterey Park**

**Albert Ramirez**, Housing Program & Grants Administration Coordinator  
Community Redevelopment  
City of Monterey Park  
320 W. Newmark Ave.  
Monterey Park, CA 91754  
(626) 307-1384  
**aramirez@montereypark.ca.gov**

**3. City of Oxnard**

**Karl Lawson**, Compliance Services Manager  
City of Oxnard – Housing Department  
435 South D Street  
Oxnard, CA 93030  
(805) 385-8095  
**karl.lawson@ci.oxnard.ca.us**

## **Exhibit 3**

### **Housing Rights Center – Principal Staff Resumes**

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#### **Administration**

**Chancela Al-Mansour, Executive Director**, joined HRC in November of 2010 after having been actively involved in fair housing advocacy for 18 years. For 16 years, Al-Mansour worked at Neighborhood Legal Services of Los Angeles County as a Directing Attorney, Supervising and Staff Attorney in the housing unit. She supervised the HPRP (homeless prevention) work with L.A. City and L.A. County and she litigated hundreds of cases involving landlord-tenant, housing element, mortgage fraud and fair housing laws. Al-Mansour has extensive experience litigating fair housing cases involving familial status, disability and race, producing training and resource materials, and training attorneys in state and federal fair housing law. In private practice, she and her law partner filed the landmark *Roommates.com* case, and litigated cases involving predatory lending and fraudulent mortgage broker practices. She was also an attorney with the Western Center on Law and Poverty. She served as President of the Fair Housing Congress of Southern California. Al-Mansour graduated from Vassar College and University of California at Davis School of Law.

#### **Litigation Department**

**David Elder, Director of Litigation**, has been a trial attorney for 20 years, representing clients in a variety of litigation including civil and criminal. Before coming to HRC, Elder was a consulting attorney for 6 years at the Fair Housing Council of the San Fernando Valley, and represented fair housing agencies in more than 40 litigation cases. He has obtained jury verdicts against housing providers for familial status and disability discrimination, including awards for punitive damages. Elder has participated in both DFEH and HUD proceedings, as well as negotiations and settlements in more than 200 housing cases. Elder earned a Bachelor's degree from the University of Kentucky, and his Juris Doctorate at Western State University.

#### **Investigations Department**

**Julia Kohatsu, Director of Investigations**, has been investigating housing discrimination complaints since 2000. Ms. Kohatsu began working with the Westside Fair Housing Council under a special project with an outside law firm, and became a Case Analyst in January 2001. Before joining the Housing Rights Center, Ms. Kohatsu worked at Neighbor to Neighbor and as an organizer for UFCW. Ms. Kohatsu is a graduate of UCLA with a B.A. in sociology. Ms. Kohatsu is fluent in Spanish.

#### **Education and Outreach Department**

**Marisol Arzate, Director of Education and Outreach** joined the Housing Rights in 2008 as a Housing Counselor, and became a Case Analyst in December 2008 until her appointment as Director of Education and Outreach in April 2010. Ms. Arzate graduated from the University of California Berkeley with a Bachelor of Arts degree in Liberal Studies. For two years, Ms Arzate was a staff writer and lead researcher for the campus news publication, *The Roundup*. Ms. Arzate is fluent in Spanish.

#### **Counseling Department**

**David Huezo, Director of Counseling**, began working for the Housing Rights Center in January 2009 as a Housing Counselor, and was soon promoted to Case Analyst until March 2010 when he became Project Director of the Fair Housing Initiative Program, a HUD systemic testing project. Since September 2010, Mr. Huezo has been HRC's Counseling Director. He completed a 40-hour Mediation Certification Training in November 2010 at the Loyola Law School Center for Conflict Resolution. Mr. Huezo has a Bachelor of Science degree in Criminal Justice from the California State University Los Angeles. Mr. Huezo is fluent in Spanish.

Southern California Housing Rights Center  
 Statements of Activities  
 February 28, 2014

	Actual First 8 Months 2/28/14	Budget First 8 Months 2/28/14	Budget Fiscal Year 2013/2014
<b>Revenues and supports:</b>			
Grant and contract income	1,222,694	1,260,596	1,841,758
Program trainings	11,780	12,500	25,000
Contribution	6,150	0	0
Attorney's services	184,932	190,000	285,000
Interest	582	2,750	5,500
Miscellaneous income	17,277	7,500	15,000
<b>Total revenues and supports</b>	<b>1,443,415</b>	<b>1,473,346</b>	<b>2,172,258</b>
<b>Expenses:</b>			
<b>Program Services</b>			
CDBG-Fair Housing Program	1,119,142	1,122,655	1,706,700
Fair Housing Initiative Program	237,826	247,020	381,843
Special Projects	86,809	102,990	110,240
<b>Total Program Services</b>	<b>1,443,777</b>	<b>1,472,665</b>	<b>2,198,783</b>
<b>Support Services</b>			
Management and General	26,880	13,335	20,000
<b>Total Support Services</b>	<b>26,880</b>	<b>13,335</b>	<b>20,000</b>
<b>Total Expenses:</b>	<b>1,470,657</b>	<b>1,486,000</b>	<b>2,218,783</b>
Increase in total net assets	-27,241	-12,654	-46,525
Add: Prior period adjustment			
<b>Net assets, beginning of year</b>	<b>1,218,762</b>	<b>1,218,762</b>	<b>1,218,762</b>
<b>Net assets, end of year</b>	<b>1,191,521</b>	<b>1,206,108</b>	<b>1,172,237</b>

**Southern California Housing Rights Center  
Statement of Cash Flows  
February 28, 2014**

	<u>Current FY 2/28/14</u>
<b>Cash flows from operating activities:</b>	
Changes in net assets	-27,241
<b>Changes in operating assets and liabilities:</b>	
Depreciation	0
(Increase) decrease in assets	
Contracts receivable	199,931
Case-related receivables	21,764
Deposits and prepaid expenses	1,581
Allowance for uncollectible accounts receivable	0
Increase (decrease) in liabilities	
Accounts Payable and accrued expenses	-17,180
Accrued payroll and related liabilities	-4,412
Cash disb. Held in excess of bank balance	-19,135
<b>Net cash provided / (used) by operating activities</b>	<u>155,308</u>
Net increase/(decrease) in cash and cash equivalents	155,308
<b>Cash and cash equivalents - beginning of the year</b>	<u>411,890</u>
<b>Cash and cash equivalents - end of the fy/12-31-13</b>	<u><u>567,198</u></u>

## **Exhibit 5**

### **Proposed Fee**

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The costs to provide the City of Lancaster with the Fair Housing Program are below.

2014/15: \$29,003

2015/16: \$29,802

**APPENDIX F – LANCASTER COMMUNITY  
SHELTER SUBRECIPIENT AGREEMENT**



**STAFF REPORT**  
**City of Lancaster**

Date: May 13, 2014  
To: Mayor Parris and City Council Members  
From: Elizabeth Brubaker, Director Housing & Neighborhood Revitalization  
Subject: **Approval of a Sub-Recipient Agreement with Grace Resources for Administration of the Lancaster Homeless Shelter**

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**Recommendation:**

Approve the Sub-Recipient Agreement between the City of Lancaster and Grace Resources to provide administration services of the Lancaster Homeless Shelter for the 2014 Community Development Block Grant (CDBG) Program Year.

**Fiscal Impact:**

The amount of \$135,000 is to be allocated from the 2014 CDBG entitlement funds.

**Background:**

The Lancaster Community Shelter ("Shelter") was built by community volunteers and the Lancaster Redevelopment Agency in 1989 and fourteen transitional family units were added in 2008. The Shelter is the only one of its kind to provide shelter, food and case management services to homeless men, women, and children in the Antelope Valley. The Shelter provides year round emergency shelter programs (including emergency housing during cold weather from November to March), and transitional housing programs. The Shelter is committed to the Continuum of Care Concept and strives to utilize both internal and external resources to help the homeless move into transitional and permanent housing.

In compliance with Federal Regulations Title 24, Part 570, Section 570.503, HUD requires that the City of Lancaster (the "Recipient") enter into a written agreement with Grace Resources (the "Sub-Recipient") in order for the City to grant its entitlement funds to the sub-recipient for providing administration services.

**CDBG SUBRECIPIENT AGREEMENT  
(Lancaster Community Shelter)**

This **CDBG SUBRECIPIENT AGREEMENT** ("Agreement") is made and entered into as of May 13, 2014, by and between the **CITY OF LANCASTER**, a municipal corporation and charter city ("City"), and **GRACE RESOURCE CENTER**, a California nonprofit public benefit corporation ("Operator").

**RECITALS**

A. The former Lancaster Redevelopment Agency ("Agency") and Operator previously entered into an Operating Agreement (Lancaster Community Shelter) ("Operating Agreement") and Lease Agreement (Lancaster Community Shelter) ("Lease Agreement"), both dated as of June 28, 2011, pursuant to which (1) the Agency conveyed a leasehold interest in that certain emergency and transitional shelter commonly referred to as the Lancaster Community Shelter, which is located at 44611 Yucca Avenue in the City of Lancaster and includes all buildings and other improvements thereon and therein (collectively, the "Premises") and (2) Operator agreed to operate and manage emergency and transitional housing for men, women, and children at the Premises, including the operation and management of temporary housing accommodations and social services for homeless individuals and families until permanent housing alternatives become available.

B. Pursuant to ABx1 26, enacted on June 28, 2011, the Agency was dissolved as of February 1, 2012. Pursuant to Health & Safety Code Section 34176, all housing assets of the Agency, including the Premises, the Operating Agreement and the Lease Agreement, were transferred and assigned to the Lancaster Housing Authority.

C. City has applied for and received funds ("CDBG Funds") from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383, 42 U.S.C. Section 5301, *et seq.* ("CDBG Program").

D. City wishes to engage the Operator to assist the City in utilizing such CDBG Funds.

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

**ARTICLE 1  
SCOPE OF SERVICES**

**1.1 Scope of Services.** Operator has managed, operated and coordinated, and shall continue to manage, operate and coordinate, all activities at the Lancaster Community Shelter and the Premises during the entire current Term of the Operating Agreement (currently July 1, 2013 through June 30, 2014) ("Services"). In connection with the Services, Operator shall comply with all requirements of the Operating Agreement, the Lease Agreement and the HCD Act and all other requirements of this Agreement. In addition, Operator shall perform the Services in accordance with the Subrecipient Handbook for CDBG Funding ("Subrecipient Handbook") prepared by the Agency, which Operator acknowledges it has received from City.

**1.2 National Objectives.** Operator certifies that the Services meet the National Objectives of the CDBG Program by benefiting low- and moderate-income persons, specifically

homeless persons presumed to be principally low and moderate income persons pursuant to 24 CFR 570.208(a)(2)(A).

**1.3 Levels of Accomplishment – Goals and Performance Measures.** Operator agrees to operate the Premises in a manner that will serve a minimum of 40 families and 300 adults per year.

**1.4 Performance Monitoring.** City will monitor the performance of the Operator against the goals and performance standards set forth above, including compliance with the Operating Agreement and Lease. From time to time, City shall be entitled to audit and review Operator's performance of the Services in accordance with the terms of the Operating Agreement, and as may be otherwise appropriate to verify adequate performance of the Services and compliance with the HCD Act and this Agreement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Operator within a reasonable period of time after being notified by the City, termination procedures will be initiated in accordance with Section 4.10.

## **ARTICLE 2 TIME OF PERFORMANCE**

**2.1 Term.** Services of the Operator shall start on the 1<sup>st</sup> day of July, 2014 and end on the 30<sup>th</sup> day of June, 2015 ("Term"). The Term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Operator remains in control of CDBG Funds or other CDBG assets, including program income.

## **ARTICLE 3 BUDGET AND PAYMENTS**

**3.1 Budget.** Operator has submitted a budget to City for approval; a copy of the Operator's fiscal year 2013-14 budget for the Services is attached as Attachment No. 1 and incorporated herein. Eligible costs included in the budget include case management, maintenance & repair, and administration for single men, single women, families and transitional units. Any amendments to the approved budget for the Services must be approved by the City's Director of Housing & Neighborhood Revitalization or her authorized designee ("Housing Director"). In the event this Agreement is extended past the initial one-year Term, Operator shall prepare and submit to the Housing Director for approval annual budgets for each year during which this Agreement remains in effect. The City may require a more detailed budget breakdown than the one contained herein, and the Operator shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. If indirect costs are charged, the Operator will develop an indirect cost allocation plan for determining the appropriate subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

**3.2 Payments.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$135,000.00. Drawdowns for the payment of eligible expenses for Services, including general administrative expenses, shall be made based on the line item budget specified in Section 3.1 herein and in accordance with Operator's performance of the Services. Payments may be contingent upon certification of the Operator's financial management system in accordance with the standards specified in 24 CFR 84.21.

**3.3 Requests for Payments.** To receive each payment under this Agreement, Operator shall submit to the City a Subrecipient Reimbursement Request in substantially the form included in the Subrecipient Handbook and such other and supporting documentation as may be requested by the City to verify Operator's performance of the Services for which the payment is requested.

**3.4 Accounting.** Operator shall, upon request, provide City with an accounting report, in form and content reasonably satisfactory to City, of any funds disbursed by City pursuant to Section 3.2.

#### **ARTICLE 4 GENERAL CONDITIONS**

**4.1 General Compliance.** The Operator agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Operator does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Operator does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Operator also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Operator further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**4.2 Independent Contractor.** In performing under this Agreement, Operator is and shall at all times be acting and performing as an independent contractor to City, performing its duties in accordance with its own judgment. City shall neither have nor exercise any control or direction over the methods by which Operator performs its work and function nor shall City have the right to interfere with such freedom or action or prescribe rules or otherwise control or direct the manner in which such services are performed. The sole interest of the City in the Services performed by the Operator is that such Services be performed in a legal, competent, efficient, and satisfactory manner. Nothing contained herein shall cause the relationship between the parties to this Agreement to be that of employer and employee. Operator shall not have the authority to obligate City to any contract, obligation, or undertaking whatsoever and shall make no representation, either oral or in writing, except those expressly set forth in the materials provided by City.

**4.3 Hold Harmless.** The Operator shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Operator's performance or nonperformance of the services or subject matter called for in this Agreement.

**4.4 Insurance and Bonding.** Operator shall comply with all insurance requirements set forth in the Operating Agreement and Lease Agreement and all bonding and insurance requirements of 24 CFR 84.31 and 84.48. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Operator shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**4.5 City Recognition.** The Operator shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this

Agreement shall be prominently labeled as to funding source. In addition, the Operator will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**4.6 Notices.** Any approval, disapproval, demand, document or other notice (“Notice”) which any party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile transmission, or (vi) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice. Service shall be deemed conclusively made at the time of service if personally served; upon confirmation of receipt if sent by facsimile transmission; the next business day if sent by overnight courier and receipt is confirmed by the signature of an agent or employee of the party served; the next business day after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by express mail; and three (3) days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail.

Operator: Grace Resource Center  
45134-A Sierra Highway  
Lancaster, California 93534  
Attn: Steve Baker  
Fax No.: 661-940-5274

With Copy To: Grace Resource Center  
44611 Yucca Avenue  
Lancaster, California 93534  
Attn: Steve Baker  
Fax No.: 661-940-5274

City: City of Lancaster  
44933 North Fern Avenue  
Lancaster, California 93534  
Attn: Elizabeth Brubaker  
Fax No.: 661-723-6274

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

**4.7 Amendment and Waiver.** This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party’s compliance with any representations or warranties or with any provision of this Agreement. No waiver by any party of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for non-compliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such compliance or breach.

**4.8 Entire Agreement.** This Agreement, along with the Lease Agreement and the Operating Agreement, embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to the subject matter. In the event of a conflict between this Agreement, on one hand, and the Lease Agreement and/or Operating Agreement, on the other hand, the provisions of this Agreement shall control; provided, if it is possible to comply with the requirements of all three agreements, the parties shall do so.

**4.9 Governing Law.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California.

**4.10 Termination.**

(a) Termination for Cause. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Operator materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(i) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(ii) Failure, for any reason, of the Operator to fulfill in a timely and proper manner its obligations under this Agreement;

(iii) Ineffective or improper use of funds provided under this Agreement;

or

(iv) Submission by the Operator to the City reports that are incorrect or incomplete in any material respect.

(b) Termination for Convenience. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Operator, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

**ARTICLE 5  
ADMINISTRATIVE REQUIREMENTS**

**5.1 Financial Management.**

(a) Accounting Standards. Operator agrees to comply with 24 CFR 84.21 through 84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

(b) Cost Principles. Operator shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## **5.2 Documentation and Recordkeeping.**

(a) Records to be maintained. Operator shall maintain all records required by the federal regulations specified in 24 CFR 570.506, that are pertinent to the Services to be funded under this Agreement. Such records shall include but not be limited to:

- (i) Records providing a full description of each activity undertaken;
- (ii) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (iii) Records required to determine the eligibility of activities;
- (iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (v) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (vi) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
- (vii) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(b) Retention. The Operator shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then all pertinent records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

(c) Client Data. The Operator shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

(d) Disclosure. The Operator understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Operator's responsibilities with respect to Services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

(e) Close Outs. The Operator's obligation to the City shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Operator has control over CDBG Funds, including program income.

(f) Audits and Inspections. All Operator records with respect to any matters covered by this Agreement shall be made available to the City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Operator within 30 days after receipt by the Operator. Failure of the Operator to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Operator hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and OMB Circular A-133.

### **5.3 Reporting and Payment Procedures.**

(a) Program Income. The Operator shall prepare and deliver to City monthly reports declaring all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Funds made available under this Agreement. The use of program income by the Operator shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Operator may use such income during the Term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

(b) Payment Procedures. The City will pay to the Operator funds available under this Agreement based upon information submitted by the Operator, including the Subrecipient Reimbursement Request form required by the Subrecipient Handbook, and consistent with the approved budget and other pertinent City policies concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Operator, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Operator accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Operator.

(c) Progress Report. Operator shall submit regular progress reports to the City in the form, content, and frequency as required by the Subrecipient Handbook or as otherwise directed by City.

### **5.4 Procurement.**

(a) Compliance. The Operator shall comply with current City policy (including as stated in the Subrecipient Handbook) concerning the purchase of equipment and shall maintain



inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All CDBG program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

(b) OMB Standards. Unless specified otherwise within this agreement, the Operator shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48 and the Subrecipient Handbook.

(c) Travel. The Operator shall obtain written approval from the City for any travel outside the metropolitan area with CDBG Funds provided under this Agreement.

**5.5 Use and Reversion of Assets.** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Operator shall transfer to the City any CDBG Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) In all cases in which equipment acquired, in whole or in part, with CDBG Funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Operator for activities under this Agreement shall be (a) transferred to City for the CDBG Program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

## ARTICLE 6 PERSONNEL & PARTICIPANT CONDITIONS

### 6.1 Civil Rights.

(a) Compliance. The Operator agrees to comply with the Lancaster Municipal Code, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) Nondiscrimination. The Operator agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and the applicable non-discrimination provisions in Section 109 of the HCDA Act.

(c) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602.

(d) Section 504. The Operator agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

## **6.2 Affirmative Action.**

(a) Executive Order 11246. The Operator agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

(b) Women- and Minority-Owned Businesses (W/MBE). The Operator will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Operator may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(c) Notifications. The Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Operator's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that it is an Equal Opportunity or Affirmative Action employer.

(e) Subcontract Provisions. The Operator will include the provisions of Sections 6.1, Civil Rights, and 6.2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## **6.3 Employment Restrictions.**

(a) Prohibited Activity. The Operator is prohibited from using CDBG Funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(b) Labor Standard. The Operator agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Operator agrees to comply with the Copeland Anti-Kick Back

Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Operator shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

(c) Prevailing Wage. The Operator agrees that, to the extent applicable, all contractors engaged under contracts for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement shall comply with the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 and California Labor Code Section 1720, *et seq.* governing the payment of wages and ratio of apprentices and trainees to journey workers. The Operator shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(d) Section 3 Clause. The Operator agrees, to the extent applicable, to comply with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. The Operator further agrees to include the following language in all subcontracts for construction, demolition or rehabilitation work executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

#### **6.4 Conduct.**

(a) Assignment. The Operator shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Operator from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

(b) Subcontracts.

(i) Approvals. The Operator shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

(ii) Monitoring. The Operator will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(iii) Content. The Operator shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(iv) Selection Process. The Operator shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

(c) Hatch Act. The Operator agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(d) Conflict of Interest. The Operator agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

(i) The Operator shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by CDBG Funds.

(ii) No employee, officer or agent of the Operator shall participate in the selection, or in the award, or administration of, a contract supported by CDBG Funds if a conflict of interest, real or apparent, would be involved.

(iii) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Operator, or any designated public agency.

(e) Lobbying. The Operator hereby certifies that:

(i) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(iii) It will require that the language of paragraph (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Operators shall certify and disclose accordingly:

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

(f) Religious Activities. The Operator agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Operator represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes that is supervised or controlled by or in connection with a religious or denominational institution or organization. Operator represents, warrants and covenants that, in connection with its operation of the Lancaster Community Shelter upon the Premises:

(i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion, other than as allowed by law;

(ii) It will not discriminate against any person applying for services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(iii) It will require no religious instruction or counseling;

(iv) The portion of Premises upon which Operator operates the Lancaster Community Shelter shall contain no sectarian or religious symbols or decorations; provided, however, that nothing in this subparagraph shall apply to the manner of dress or personal articles worn or displayed by staff members of Operator or its subcontractors.

## **ARTICLE 7 DISPUTE RESOLUTION**

**7.1 Mediation and Conciliation.** Any controversy between City and Operator arising out of or relating to this Agreement, or involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either City or Operator served on the other, be submitted to a nonbinding mediation by the Christian Conciliation Service, or such other mediation or conciliation service as Operator and City mutually agree, prior to submitting such controversy to arbitration pursuant to Section 7.2. The decision of the mediator or conciliator shall not be binding on either party, and exercising the provisions of this Section 7.1 shall not prevent either party to this Agreement from subsequently pursuing arbitration of the dispute or controversy as provided in Section 7.2.


**7.2 Arbitration.** Except as provided in Section 7.1, any controversy between City and Operator arising out of or relating to this Agreement, or involving the construction or application of

any of the terms, provisions, or conditions of this Agreement, shall, on the written request of either City or Operator served on the other, be submitted to arbitration; any such arbitration shall comply with and be governed by the provisions of the California Arbitration Act (Cal. Civil Proc. Code §§ 1280 – 1294.2). City and Operator shall mutually agree upon one person to hear and determine the dispute and, if the parties are unable to agree, then a judge's decision shall be final and conclusive upon both parties. The cost of arbitration shall be divided equally among the parties. Any arbitral award, where appropriate, may be enforced by a court of competent jurisdiction through injunctive or other equitable relief, as well as relief at law (*e.g.*, damages). City and Operator shall each be entitled, as a matter of right, to apply to a court of competent jurisdiction for temporary, interim, provisional, or partial injunctive relief (*e.g.*, temporary restraining order or preliminary injunction) during or prior to any arbitration proceedings. Neither this provision nor the exercise by either City or Operator of its rights hereunder shall constitute a waiver by either City or Operator of any other rights hereunder which it may have to damages or otherwise.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

**CITY:**

**CITY OF LANCASTER,**  
a municipal corporation and charter city

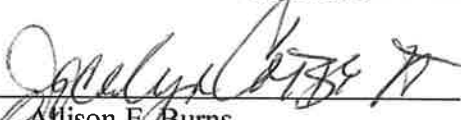
By:   
Mark V. Bozigian  
City Manager

**ATTEST:**

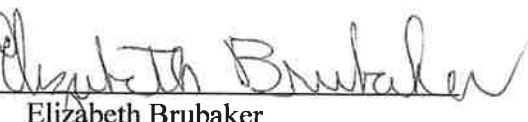
By:   
Geri K. Bryan, CMC  
City Clerk

**APPROVED AS TO FORM:**

**STRADLING YOCCA CARLSON & RAUTH**

By:   
Allison E. Burns  
City Attorney

**APPROVED BY DIRECTOR:**

By:   
Elizabeth Brubaker  
Director, Housing &  
Neighborhood Revitalization

**OPERATOR:**

**GRACE RESOURCE CENTER,**  
a California nonprofit public benefit corporation

By:   
Steve Baker  
Executive Director

**ATTACHMENT NO. 1**

**BUDGET**

**[To be inserted]**



**GRACE RESOURCES PROJECTED BUDGET 2014-2015**  
**LANCASTER COMMUNITY SHELTER**

	<b>DONATIONS</b>	<b>LAHSA YRP INCOME</b>	<b>LAHSA WSP INCOME</b>	<b>CDBG INCOME</b>	<b>TOTAL INCOME</b>
SHELTER INCOME	\$ 120,000.00	\$ 76,479.00	\$ 81,255.00	\$ 135,000.00	\$ 412,734.00
SHELTER EXPENSES	NOT COVERED BY GRANTS				TOTAL EXPENSES
Accounting Service	\$ 1,760.00				\$ 1,760.00
Food	\$ 5,240.00	\$ 3,057.00	\$ 8,411.00		\$ 16,708.00
Gas	\$ 1,120.00				\$ 1,120.00
Health Insurance	\$ 28,600.00				\$ 28,600.00
Hotel Voucher	\$ 17,600.00	\$ 20,000.00			\$ 37,600.00
Insurance	\$ 37,000.00	\$ 740.00	\$ 11,843.00		\$ 49,583.00
Laundry/Maintenance	\$ 6,600.00				\$ 6,600.00
Facility Maintenance	\$ 11,000.00	\$ 2,949.00	\$ 3,505.00	\$ 60,000.00	\$ 77,454.00
Miscellaneous	\$ 3,300.00				\$ 3,300.00
Office	\$ 3,300.00				\$ 3,300.00
Other	\$ 3,300.00	\$ 4,347.00	\$ 5,600.00		\$ 13,247.00
Payroll:	\$ 95,000.00				\$ 95,000.00
Administration		\$ 1,010.00			\$ 17,975.00
Attendant				\$ 13,500.00	\$ 6,336.00
Case Management		\$ 8,785.00	\$ 13,226.00	\$ 61,500.00	\$ 83,511.00
Director			\$ 10,831.00		\$ 10,831.00
Food Service					-
Facility Maintenance					-
Operations		\$ 9,791.00	\$ 6,336.00		\$ 16,127.00
Security		\$ 23,000.00	\$ 4,297.00		\$ 27,297.00
Transportation			\$ 3,505.00		\$ 3,505.00
Payroll Tax	\$ 9,500.00				\$ 9,500.00
Supplies	\$ 3,500.00				\$ 3,500.00
Training	\$ 4,400.00				\$ 4,400.00
Trash Service	\$ 8,000.00				\$ 8,000.00
Utilities	\$ 39,600.00	\$ 2,800.00	\$ 3,900.00		\$ 46,300.00
Vehicle	\$ 1,500.00				\$ 1,500.00
<b>TOTAL EXPENSE</b>	<b>\$ 280,320.00</b>	<b>\$ 76,479.00</b>	<b>\$ -</b>	<b>\$ 135,000.00</b>	<b>\$ 573,054.00</b>

**APPENDIX G – PROPOSED PROJECTS**

**(TABLE 3Cs)**

<b>14-01</b>		<b>CDBG Administration</b>	
<b>Description:</b> Funds will be used to oversee and ensure that all CDBG-funded projects comply with applicable federal regulations, perform community outreach, collaborate with partner agencies, and file all necessary reports with U.S. HUD.			
<b>Eligibility</b>		<b>Requested Funding</b>	
HUD Matrix Code:	(21A) CDBG Administration	CDBG	\$200,000
Eligibility Citation:	570.206	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$0
End Date:	6/30/2015	Total:	\$200,000
<b>Location / Service Area / Beneficiaries:</b>		<b>Administered By:</b>	
Location: N/A Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

<b>14-02</b>		<b>Fair Housing Services</b>	
<b>Description:</b> Funds will be used to provide all Lancaster residents with fair housing services, including training, counseling, testing, mediation, informational printed materials, community outreach, and on-site clinics.			
<b>Eligibility</b>		<b>Requested Funding</b>	
HUD Matrix Code:	(21D) Fair Housing Activities	CDBG	\$30,000
Eligibility Citation:	570.206	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	500 Persons	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$0
End Date:	6/30/2015	Total:	\$30,000
<b>Location / Service Area / Beneficiaries:</b>		<b>Administered By:</b>	
Services Available Citywide Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Chancela Al-Monsour Housing Rights Center 520 S. Virgil Ave., Suite 400 Los Angeles, CA 90020	
		Phone: 1-800-477-5977	

**14-03****108 Loan Repayment: Fox Field Infrastructure/Corridor**

**Description:** Funds will be used to repay a \$320,000 loan that was used for public improvements to the Fox Field Industrial area. The improvements have been completed and will aid in attracting new industrial and manufacturing businesses to the area expanding economic and job creation opportunities.

Eligibility		Requested Funding	
HUD Matrix Code:	(19F) Section 108 Loan Repayment	CDBG	\$23,962
Eligibility Citation:	570.705(c)	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$0
End Date:	6/30/2015	Total:	\$23,962
Location / Service Area / Beneficiaries:		Administered By:	
Various sites Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

**14-04****108 Loan Repayment: Mental Health Association Relocation**

**Description:** Funds will be used to repay a \$1.45 million loan that was used to acquire property for the new site of the Antelope Valley Mental Health Association within the North Downtown Neighborhood Revitalization/Transit Village project area.

Eligibility		Requested Funding	
HUD Matrix Code:	(19F) Section 108 Loan Repayment	CDBG	\$118,795
Eligibility Citation:	570.705(c)	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$0
End Date:	6/30/2015	Total:	\$118,795
Location / Service Area / Beneficiaries:		Administered By:	
North Downtown Revitalization Area: SW Corner of Jackman St. and Sierra Highway Help the homeless? Yes Help persons with HIV / AIDS? No Help persons with Special Needs? Yes		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

**14-05****108 Loan Repayment: Antelope Valley Children's Center**

**Description:** Funds will be used to repay a \$1.5 million loan that will be used to construct a 14,445 square foot Antelope Valley Child Abuse Center within the City's North Downtown Neighborhood Revitalization/Transit Village project area.

Eligibility		Requested Funding	
HUD Matrix Code:	(19F) Section 108 Loan Repayment	CDBG	\$126,480
Eligibility Citation:	570.705(c)	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$0
End Date:	6/30/2015	Total:	\$126,480
Location / Service Area / Beneficiaries:		Administered By:	
North Downtown Revitalization Area: NW Corner of Jackman Street and Fern Avenue Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? Yes		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

<b>14-06</b>		<b>108 Loan Repayment: Economic Development / Housing Site Acquisition / Public Facilities</b>	
<b>Description:</b> Funds will be used to repay a \$3.1 million loan that was used for multiple purposes, including economic development (\$500,000), acquisition of property for housing (\$1.3 million), and the elimination of blight through the construction of recreational facilities (\$1.3 million).			
<b>Eligibility</b>		<b>Requested Funding</b>	
HUD Matrix Code:	(19F) Section 108 Loan Repayment	CDBG	\$229,654
Eligibility Citation:	570.705(c)	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$0
End Date:	6/30/2015	Total:	\$229,654
<b>Location / Service Area / Beneficiaries:</b>		<b>Administered By:</b>	
Various sites Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	



**14-07 Code Enforcement Officer I**

**Description:** Funds will be allocated for the salary and overhead costs related to hiring of additional code enforcement staff within a targeted area of the City. This effort is being provided to help promote social and physical revitalization of an older area of the City whose duties will be to help reverse the declining conditions and recent trends of deterioration within the neighborhood utilizing \$109,576 new entitlement funds plus \$13,229 in reprogrammed CDBG funds from previous years'.

Eligibility		Requested Funding	
HUD Matrix Code:	(15) Code Enforcement	CDBG	\$109,576
Eligibility Citation:	570.202(c)	HOME	\$0
National Objective:	LMA	ESG	\$0
Accomplishment Goal:	To continue the allocation of resources to help in the reversal of blighting conditions and correct code violation in City's target area.	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$13,229 (Reprogrammed)
End Date:	6/30/2015	Total:	\$122,805
Location / Service Area / Beneficiaries:		Administered By:	
Census Tracts 9005.01, 9005.04, 9006.02, 9006.06, 9006.07, 9008.04, 9008.06, 9007.01, and 9007.04 Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

**14-08 Code Enforcement Officer II**

**Description:** Funds will be allocated for the salary and overhead costs related to hiring of additional code enforcement staff within a targeted area of the City. This effort is being provided to help promote social and physical revitalization of an older area of the City whose duties will be to help reverse the declining conditions and recent trends of deterioration within the neighborhood utilizing \$109,576 new entitlement funds plus \$13,229 in reprogrammed CDBG funds from previous years'.

Eligibility		Requested Funding	
HUD Matrix Code:	(15) Code Enforcement	CDBG	\$109,576
Eligibility Citation:	570.202(c)	HOME	\$0
National Objective:	LMA	ESG	\$0
Accomplishment Goal:	To continue the allocation of resources to help in the reversal of blighting conditions and correct code violations in City's target area.	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$13,229 (Reprogrammed)
End Date:	6/30/2015	Total:	\$122,805
Location / Service Area / Beneficiaries:		Administered By:	
Census Tracts: 9007.01, 9007.04, 9008.04, 9008.06 Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

<b>14-09</b>		<b>Veteran's Down Payment Assistance Program</b>	
<b>Description:</b> Funding to provide direct assistance with down payment toward the purchase of primary residences to veterans who are of low to very low income.			
<b>Eligibility</b>		<b>Requested Funding</b>	
HUD Matrix Code:	(13) Direct homeownership assistance	CDBG	\$134,834
Eligibility Citation:	570.201(n)	HOME	\$0
National Objective:	LMH	ESG	\$0
Accomplishment Goal:	To improve affordability issues for LMI veterans.	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$0
End Date:	6/30/2015	Total:	\$134,834
<b>Location / Service Area / Beneficiaries:</b>		<b>Administered By:</b>	
Census Tract: City wide Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

**14-10 Homelessness Services**

**Description:** Funding to support assistance to homelessness services including costs associated with the operation and maintenance of the shelter facility to include labor supplies and material in order to provide the City's homeless with services to find permanent supportive housing and end chronic homelessness.

Eligibility		Requested Funding	
HUD Matrix Code:	(05) Public Service	CDBG	\$199,834
Eligibility Citation:	570.201(e)	HOME	\$0
National Objective:	LMC	ESG	\$0
Accomplishment Goal:	To provide assistance and support to homelessness programs including the shelter with maintenance, operations, labor supplies and materials.	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$0
End Date:	6/30/2015	Total:	\$199,834
Location / Service Area / Beneficiaries:		Administered By:	
Census Tract: City wide Help the homeless? Yes Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

**14-11****Tierra Bonita Park Improvements**

**Description:** Fund rehabilitation improvements including installation of new ADA compliant playground equipment, pedestrian fitness trail and stationary exercise equipment utilizing \$45,000 new entitlement funds plus \$190,000 in reprogrammed CDBG funds from previous years' to a service area comprised primarily of low to moderate income persons where physical fitness and recreational opportunities are limited.

Eligibility		Requested Funding	
HUD Matrix Code:	(03F) Parks and Recreational Facilities	CDBG	\$45,000
Eligibility Citation:	570.201(c)	HOME	\$0
National Objective:	LMA	ESG	\$0
Accomplishment Goal:	To provide improved access to neighborhood facilities.	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$190,000 (Reprogrammed)
End Date:	6/30/2015	Total:	\$235,000
Location / Service Area / Beneficiaries:		Administered By:	
Census Tract: 9006.05 Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

<b>14-12</b>	<b>Update of Studies</b>
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**Description:** Funding to cover costs associated with the preparation of the Fair Housing Analysis of Impediment Study, 2015-2020 Consolidated Plan, and Housing Needs Assessment Study utilizing a total of \$35,542 in reprogrammed CDBG funds from previous years'.

Eligibility		Requested Funding	
HUD Matrix Code:	(21A) CDBG Administration	CDBG	\$0
Eligibility Citation:	570.206	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2014	Other:	\$35,542 (Reprogrammed)
End Date:	6/30/2015	Total:	\$35,542
Location / Service Area / Beneficiaries:		Administered By:	
Census Tract: N/A Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

**APPENDIX H – ANNUAL HOUSING GOALS**

**(TABLE 3B)**

**TABLE 3B ANNUAL HOUSING COMPLETION GOALS**

ANNUAL AFFORDABLE RENTAL HOUSING GOALS (SEC. 215)	Annual Expected Number Completed	Resources used during the period			
		CDBG	HOME	ESG	HOPWA
Acquisition of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Sec. 215 Rental Goals</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC. 215)</b>					
Acquisition of existing units	2	✓		<input type="checkbox"/>	<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of existing units	12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Homebuyer Assistance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Sec. 215 Owner Goals</b>	14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ANNUAL AFFORDABLE HOUSING GOALS (SEC. 215)</b>					
Homeless		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-Homeless	14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Needs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Sec. 215 Affordable Housing</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ANNUAL HOUSING GOALS</b>					
Annual Rental Housing Goal		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal	14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Annual Housing Goal</b>	14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For the purpose of identification of annual goals, an assisted household is one that will receive benefits through the investment of Federal funds, either alone or in conjunction with the investment of other public or private funds.



**APPENDIX I – PUBLIC NOTICES**

# AFFIDAVIT OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Los Angeles

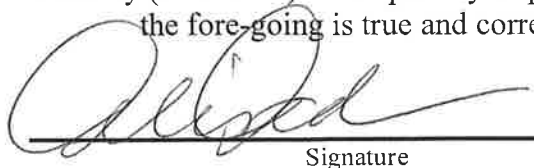
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## LEGAL NOTICE CDBG

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the **Antelope Valley Press**, a newspaper of general circulation, printed and published daily in the City of Palmdale, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under date of October 24, 1931, Case Number 328601; Modified Case Number 657770 April 11, 1956; also operating as the Ledger-Gazette, adjudicated a legal newspaper June 15, 1927, by Superior Court decree No. 224545; also operating as the Desert Mailer News, formerly known as the South Antelope Valley Foothill News, adjudicated a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California on May 29, 1967, Case Number NOC564 and adjudicated a newspaper of general circulation for the City of Lancaster, State of California on January 26, 1990, Case Number NOC10714, Modified October 22, 1990; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

April 7, 2014

I certify (or declare) under penalty of perjury that the fore-going is true and correct.

  
Signature

Dated: April 7, 2014

Executed at Palmdale, California



37404 SIERRA HWY., PALMDALE CA 93550  
Telephone (661)267-4112/Fax (661)947-4870

APR08'14AM10:34:03-CLERK

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LEGAL NOTICE  
CITY OF LANCASTER  
NOTICE OF PUBLIC COMMENT/REVIEW PERIOD  
PROPOSED USE OF FUNDS  
CONSOLIDATED PLAN ANNUAL ACTION PLAN  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM  
2014 PROGRAM YEAR

The City of Lancaster is soliciting public review and comment on the proposed use of Community Development Block Grant funds as well as the 2014 Draft of the Consolidated Annual Action Plan for the 2014 Program Year, beginning July 1, 2014, in compliance with the U. S. Department of Housing and Urban Development Community Block Grant funding requirements.

The public review period begins April 7, 2014, which is at least 30-days as required by Federal regulations. The City of Lancaster must receive all comments on these documents by May 7, 2014.

The Consolidated Plan Annual Action Plan is updated annually and submitted to the Department of Housing and Urban Development (HUD) to enable the City of Lancaster to administer approximately \$1.3 million in annual federal formula block grant funds to benefit low and moderate-income persons.

The Consolidated Annual Action Plan for the 2014 Program Year has been prepared to address the objectives and needs as established in the City's Five Year Consolidated Plan. For the 2014 Program Year beginning July 1, 2014, the City of Lancaster proposes the following Community Development Block Grant (CDBG) projects incorporating the following funding sources:  
New entitlement funds: \$1,327,711

- Project No. 14-01** - Program Administration - To cover the direct costs associated with administration of the CDBG Program. Project Budget: \$200,000
- Project No. 14-02** - Fair Housing Services - To cover the contract costs associated with providing federally-required fair housing services. Project Budget: \$30,000
- Project No. 14-03** - Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in public improvement and economic development leading to job creation for low/moderate-income persons. Project Budget: \$23,962
- Project No. 14-04** - Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in property acquisition for the construction of a new Mental Health Association facility within the Downtown Revitalization/Transit Village project area. Project Budget: \$118,795
- Project No. 14-05** - Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in the construction of a new Children's Center of the Antelope Valley facility within the Downtown Revitalization/Transit Village project area. Project Budget: \$126,480
- Project No. 14-06** - Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in public improvements and economic development activities; acquisition of property for the construction of affordable housing; and elimination of blighting conditions through the development of recreational facilities. Project Budget: \$229,654
- Project No. 14-07** - Code Enforcement Officer (I) - To cover costs incurred by a Code Enforcement Officer who will focus resources on targeted areas of the City. Project Budget: \$109,576
- Project No. 14-08** - Code Enforcement Officer (II) - To cover costs incurred by a Code Enforcement Officer who will focus resources on targeted areas of the City. Project Budget: \$109,576
- Project No. 14-09** - Veteran's Down Payment Assistance - Funding to provide assistance with down payment toward the purchase of primary residences to veterans who are of low to very low income. Project Budget: \$134,834
- Project No. 14-10** - Lancaster Community Shelter - To cover costs associated with the operation and maintenance of the facility to include labor supplies and material. Project Budget: \$134,834
- Project No. 14-11** - Tierra Bonita Park - Rehabilitate and enhance recreational and physical fitness opportunities to a service area comprised of primarily of persons of low and moderate income. Project Budget: \$110,000 new entitlement funds plus \$190,000 in reprogrammed CDBG funds
- Project No. 14-12** - To cover costs associated with the preparation of the Fair Housing Impediment Study and the 2015-2020 Consolidated Plan. Project Budget: \$42,000 in reprogrammed CDBG funds

The 2014 Program Year Action Plan Summary is available April 7, 2014, for public review on the City of Lancaster's web site ([www.cityoflanasterca.org](http://www.cityoflanasterca.org)); at the Los Angeles County Public Library; the Lancaster Senior Center; United States Post Office; and at Lancaster City Hall, Department of Housing and Neighborhood Revitalization, 44933 Fern Avenue. Copies are also available to entities or individuals unable to access one of the above sources. Written comments may be submitted via facsimile (661-723-6274), or mailed to Lancaster City Hall, 44933 Fern Avenue, Lancaster, CA 93534, attention Ms. Brigitte Ligons.

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Dated: April 7, 2014  
GERI K. BRYAN, CMC, City Clerk  
City of Lancaster  
Published: April 7, 2014 - Antelope Valley Press

LEGAL NOTICE  
CITY OF LANCASTER  
NOTICE OF PUBLIC COMMENT/REVIEW PERIOD  
PROPOSED USE OF FUNDS  
CONSOLIDATED PLAN ANNUAL ACTION PLAN  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
2014 PROGRAM YEAR

The City of Lancaster is soliciting public review and comment on the proposed use of Community Development Block Grant funds as well as the 2014 Draft of the Consolidated Annual Action Plan for the 2014 Program Year, beginning July 1, 2014, in compliance with the U. S. Department of Housing and Urban Development Community Block Grant funding requirements.

The public review period begins April 7, 2014, which is at least 30-days as required by Federal regulations. The City of Lancaster must receive all comments on these documents by May 7, 2014.

The Consolidated Plan Annual Action Plan is updated annually and submitted to the Department of Housing and Urban Development (HUD) to enable the City of Lancaster to administer approximately \$1.3 million in annual federal formula block grant funds to benefit low and moderate-income persons.

The Consolidated Annual Action Plan for the 2014 Program Year has been prepared to address the objectives and needs as established in the City's Five Year Consolidated Plan. For the 2014 Program Year beginning July 1, 2014, the City of Lancaster proposes the following Community Development Block Grant (CDBG) projects incorporating the following funding sources:  
New entitlement funds: \$1,327,711

1. **Project No. 14-01** – Program Administration - To cover the direct costs associated with administration of the CDBG Program. Project Budget: \$200,000
2. **Project No. 14-02** – Fair Housing Services - To cover the contract costs associated with providing federally-required fair housing services. Project Budget: \$30,000
3. **Project No. 14-03** – Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in public improvement and economic development leading to job creation for low/moderate-income persons. Project Budget: \$23,962
4. **Project No. 14-04** – Repayment of Section 108 Loan Guarantee – To repay a loan secured to assist in property acquisition for the construction of a new Mental Health Association facility within the Downtown Revitalization/Transit Village project area. Project Budget: \$118,795
5. **Project No. 14-05** – Repayment of Section 108 Loan Guarantee – To repay a loan secured to assist in the construction of a new Children's Center of the Antelope Valley facility within the Downtown Revitalization/Transit Village project area. Project Budget: \$126,480
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9. **Project No. 14-09** – Veteran’s Down Payment Assistance – Funding to provide assistance with down payment toward the purchase of primary residences to veterans who are of low to very low income. Project Budget: \$134,834

10. **Project No. 14-10** – Lancaster Community Shelter -- To cover costs associated with the operation and maintenance of the facility to include labor supplies and material. Project Budget: \$134,834

11. **Project No. 14-11** – Tierra Bonita Park – Rehabilitate and enhance recreational and physical fitness opportunities to a service area comprised of primarily of persons of low and moderate income. Project Budget: \$110,000 new entitlement funds plus \$190,000 in reprogrammed CDBG funds

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GERI K. BRYAN, CMC  
City Clerk  
City of Lancaster

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-

Published:

- Antelope Valley Press (Public Notices)

Posted:

- Lancaster City Hall  
- Lancaster Library  
- Lancaster Senior Center  
- U.S. Post Office

# AFFIDAVIT OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Los Angeles

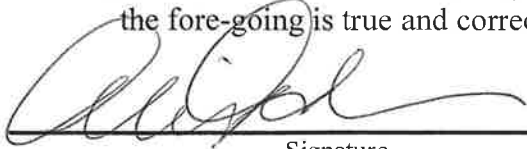
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## NOTICE OF PUBLIC COMMENT/REVIEW PERIOD USE OF FUNDS

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the **Antelope Valley Press**, a newspaper of general circulation, printed and published daily in the City of Palmdale, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under date of October 24, 1931, Case Number 328601; Modified Case Number 657770 April 11, 1956; also operating as the Ledger-Gazette, adjudicated a legal newspaper June 15, 1927, by Superior Court decree No. 224545; also operating as the Desert Mailer News, formerly known as the South Antelope Valley Foothill News, adjudicated a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California on May 29, 1967, Case Number NOC564 and adjudicated a newspaper of general circulation for the City of Lancaster, State of California on January 26, 1990, Case Number NOC10714, Modified October 22, 1990; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

April 15, 2014

I certify (or declare) under penalty of perjury that the fore-going is true and correct.



Signature

Dated: April 15, 2014

Executed at Palmdale, California



37404 SIERRA HWY., PALMDALE CA 93550  
Telephone (661)267-4112/Fax (661)947-4870

The space above for filing stamp only

LEGAL NOTICE  
CITY OF LANCASTER  
NOTICE OF PUBLIC COMMENT/REVIEW PERIOD  
PROPOSED USE OF FUNDS  
CONSOLIDATED PLAN ANNUAL ACTION PLAN  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM  
2014 PROGRAM YEAR

The City of Lancaster is soliciting public review and comment on the proposed use of Community Development Block Grant funds as well as the 2014 Draft of the Consolidated Annual Action Plan for the 2014 Program Year, beginning July 1, 2014, in compliance with the U. S. Department of Housing and Urban Development Community Block Grant funding requirements.

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Dated: April 11, 2014  
GERI K. BRYAN, CMC  
City Clerk  
Publish: 4/15/14

LEGAL NOTICE  
CITY OF LANCASTER  
NOTICE OF PUBLIC COMMENT/REVIEW PERIOD  
PROPOSED USE OF FUNDS  
CONSOLIDATED PLAN ANNUAL ACTION PLAN  
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2014 PROGRAM YEAR

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GERI K. BRYAN, CMC  
City Clerk  
City of Lancaster

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Published:

- Antelope Valley Press (Public Notices)

Posted:

- Lancaster City Hall  
- Lancaster Library  
- Lancaster Senior Center  
- U.S. Post Office

# AFFIDAVIT OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Los Angeles

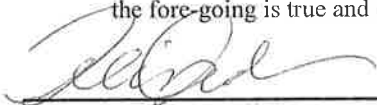
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## NOTICE OF PUBLIC HEARING CDBG

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the **Antelope Valley Press**, a newspaper of general circulation, printed and published daily in the City of Palmdale, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under date of October 24, 1931, Case Number 328601; Modified Case Number 657770 April 11, 1956; also operating as the **Ledger-Gazette**, adjudicated a legal newspaper June 15, 1927, by Superior Court decree No. 224545; also operating as the **Desert Mailer News**, formerly known as the **South Antelope Valley Foothill News**, adjudicated a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California on May 29, 1967, Case Number NOC564 and adjudicated a newspaper of general circulation for the City of Lancaster, State of California on January 26, 1990, Case Number NOC10714, Modified October 22, 1990; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

May 3, 2014

I certify (or declare) under penalty of perjury that  
the fore-going is true and correct.



Signature

Dated: May 5, 2014

Executed at Palmdale, California

*Valley Press*

37404 SIERRA HWY., PALMDALE CA 93550  
Telephone (661)267-4112/Fax (661)947-4870

*This space is for filing stamp only.*

LEGAL NOTICE  
CITY OF LANCASTER  
NOTICE OF PUBLIC HEARING  
PROPOSED CONSOLIDATED PLAN ANNUAL ACTION PLAN  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM 2014 PROGRAM YEAR

Notice is hereby given that the City Council of the City of Lancaster will conduct a public hearing to accept comments and suggestions on the Consolidated Plan proposed Action Plan for the use of Community Development Block Grant (CDBG) funds for the 2014 Program Year, beginning July 1, 2014, as part of its compliance with the U. S. Department of Housing and Urban Development Community Block Grant funding requirements.

DATE OF PUBLIC HEARING: May 13, 2014  
TIME OF HEARING: 5:00 a.m.  
LOCATION OF HEARING: Council Chambers  
Lancaster City Hall  
44933 Fern Avenue

All interested persons are invited to attend the hearing to comment on the proposed Action Plan for the City's FY-2014 CDBG Program. Any member of the public unable to attend the public hearing may submit comments and recommendations, in writing, to the City of Lancaster, CDBG Program, 44933 Fern Avenue, Lancaster, CA 93534, ATTN: Brigitte Ligons, CDBG Administrator, or call the Department of Housing and Neighborhood Revitalization at (661) 723-6121 with comments relative to this public hearing. The primary objective of the City of Lancaster's CDBG Program is to benefit low and moderate-income persons.

For the 2014 Program Year, beginning July 1, 2014, the City of Lancaster proposes the following Community Development Block Grant (CDBG) projects incorporating the following funding sources:

1. **Project No. 14-01** - Program Administration - To cover the direct costs associated with administration of the CDBG Program. Project Budget: \$200,000
2. **Project No. 14-02** - Fair Housing Services - To cover the contract costs associated with providing federally-required fair housing services. Project Budget: \$30,000
3. **Project No. 14-03** - Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in public improvement and economic development leading to job creation for low/moderate-income persons. Project Budget: \$2,562
4. **Project No. 14-04** - Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in property acquisition for the construction of a new Mental Health Association facility within the Downtown Revitalization/Transit Village project area. Project Budget: \$18,795
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12. **Project No. 14-12** - To cover costs associated with the preparation of the Fair Housing Analysis of Impediment Study, 2015-2020 Consolidated Plan, and Housing Needs Assessment. Project Budget: \$62,000 in reprogrammed CDBG funds. New entitlement funds: \$1,327,711

The City of Lancaster certifies that it has given maximum feasible priority to activities which benefit low- and moderate-income families in the development of the City's Proposed Use of Funds. For the 2014 Program Year, the City proposes to spend 70% of CDBG funds allocated (excluding those for grant administration), on new projects that will primarily benefit low- and moderate-income persons as outlined in the City of Lancaster's five-year Consolidated Plan.

It is the intention of the City of Lancaster that no activity funded under the CDBG Program will result in the displacement of individuals or businesses. If displacement should occur, the City shall abide by Department of Housing and Urban Development regulations pertaining to displacement and relocation.

Citizens interested in reviewing the proposed Action Plan may visit Lancaster City Hall, 44933 Fern Avenue, Lancaster, CA 93534, or call Ms. Brigitte Ligons, CDBG Program Administrator, at (661) 723-6121 during regular business hours (8:00 a.m. - 5:00 p.m., Monday - Thursday, and 8:00 a.m. - 5:00 p.m. Friday). The Action Plan is also available on the City's web site at [www.cityoflanasterca.org](http://www.cityoflanasterca.org).

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Dated: May 2, 2014  
GERI K. BRYAN, CMC, City Clerk  
City of Lancaster  
Published: Saturday, May 3, 2014 - Antelope Valley Press



LEGAL NOTICE  
CITY OF LANCASTER  
NOTICE OF PUBLIC HEARING  
PROPOSED CONSOLIDATED PLAN ANNUAL ACTION PLAN  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
2014 PROGRAM YEAR

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DATE OF PUBLIC HEARING:	May 13, 2014
TIME OF HEARING:	5:00 p.m.
LOCATION OF HEARING:	Council Chambers Lancaster City Hall 44933 North Fern Avenue

All interested persons are invited to attend the hearing to comment on the proposed Action Plan for the City's FY 2014 CDBG Program. Any member of the public unable to attend the public hearing may submit comments and recommendations, in writing, to the City of Lancaster, CDBG Program, 44933 North Fern Avenue, Lancaster, CA 93534, ATTN: Brigitte Ligons, CDBG Administrator, or call the Department of Housing and Neighborhood Revitalization at (661) 723-6121 with comments relative to this public hearing. The primary objective of the City of Lancaster's CDBG Program is to benefit low and moderate-income persons.

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It is the intention of the City of Lancaster that no activity funded under the CDBG Program will result in the displacement of individuals or businesses. If displacement should occur, the City shall abide by Department of Housing and Urban Development regulations pertaining to displacement and relocation.

Citizens interested in reviewing the proposed Action Plan may visit Lancaster City Hall, 44933 North Fern Avenue, Lancaster, CA 93534, or call Ms. Brigitte Ligons, CDBG Program Administrator, at (661) 723-6121 during regular business hours (8:00 a.m. - 6:00 p.m., Monday – Thursday, and 8:00 a.m. – 5:00 p.m. Friday). The Action Plan is also available on the City's web site at [www.cityoflanasterca.org](http://www.cityoflanasterca.org).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this public meeting please contact the City Clerk Department at (661)723-6020. TDD users may call the California TDD Relay Service at 1-800-735-2922. Services such as American Sign Language interpreters, a reader during the meeting, auxiliary aids, large print copies of the agenda and/or translation assistance for non-English speakers are available upon reasonable and timely request. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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GERI K. BRYAN, CMC  
City Clerk  
City of Lancaster

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Published: - Antelope Valley Press (Public Notices)

Posted: - Lancaster City Hall  
- Lancaster Library  
- Lancaster Senior Center

**STAFF REPORT**  
**City of Lancaster**

PH 1
05/13/14
MVB

Date: May 13, 2014

To: Mayor Parris and City Council Members

From: Elizabeth Brubaker, Director Housing & Neighborhood Revitalization EFB

Subject: **Approval of the Community Development Block Grant (CDBG) 2014 Program Year Action Plan**

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**Recommendation:**

Approve the proposed projects described herein for the City of Lancaster's 2014 One-Year Action Plan application to be submitted to the United States Department of Housing and Urban Development.

**Financial Impact:**

Fiscal impact is estimated at \$1,327,711 new Community Development Block Grant (CDBG) entitlement funds.

**Background:**

The City of Lancaster has been a CDBG entitlement community since 1986 and receives an annual grant for developing viable urban communities that encompasses decent housing and a suitable living environment, and expanded economic opportunities, primarily for low- and moderate-income persons. The proposed One-Year Action Plan is intended to provide a summary of proposed program activities, eligibility criteria, and funding levels for the 2014 CDBG program year. All programs and/or projects submitted in the Plan are in compliance with the U.S. Department of Housing and Urban Development (HUD) guidelines for eligible activities.

The Annual Action Plan Executive Summary for CDBG entitlement funds for the 2014 program year is available for review in the Department of Housing and Neighborhood Revitalization. In accordance with Title 24 CFR part 91, this Annual Action Plan Executive Summary outlines the needs, resources, priorities and proposed activities to be undertaken with respect CDBG funding.

In order to proceed with the City's One-Year Action Plan Application, which serves as the formal document to the U.S. Department of Housing and Urban Development for CDBG funding, it is necessary for the City Council to take public testimony on proposed projects.

Proposed Projects for the 2014 Program Year:

1. Planning / Administration	\$200,000
2. Fair Housing Services	\$30,000
3. Repayment of Section 108 Loan --	\$229,654
a. Industrial Infrastructure (Fox Field);	
b. Housing Site Property Acquisition- (Fairgrounds);	
c. Recreational Facilities -(Soccer Complex)	
4. Repayment of Section 108 Loan - (Industrial Corridor Infrastructure)	\$23,962
5. Repayment of Section 108 Loan - (Mental Health Association)	\$118,795
6. Repayment of Section 108 Loan - (Children's Center)	\$126,480
7. Code Enforcement Officers I	\$109,576
8. Code Enforcement Officers II	\$109,576
9. Veteran's Down Payment Assistance	\$134,834
10. Homelessness Services	\$199,834
11. Tierra Bonita Park Rehabilitation	\$45,000
12. Tierra Bonita Park Rehabilitation (\$190,000 in reprogrammed CDBG funds)	
13. Fair Housing Analysis of Impediment Study, 2015-2020 Consolidated Plan, Housing Needs Assessment (\$62,000 in reprogrammed CDBG funds)	

Total Project Funding .....\$1,327,711

The public was given the opportunity to review and comment on the Draft Consolidated Annual Action Plan which outlined the proposed use of funds for the 2014-15 program year for a period of at least 30-days starting on April 7, 2014 and ending May 7, 2014 in accordance with HUD guidelines and the City of Lancaster's approved Citizen Participation Plan of the 2010 – 2015 Consolidated Plan.

The list of proposed projects for the 2014 CDBG One-Year Action Plan is in compliance with the City's Five-Year Consolidated Plan and Strategy along with U.S. Department of Housing and Urban Development (HUD) project eligibility criteria and program guidelines. Approval of the proposed list of projects will enable CDBG funding availability as of July 1, 2014, the start of the 2014 program year. Action to delay submission of the current project application to HUD will substantially delay the receipt of monies and implementation of projects and activities dependent on such monies. Funds related to projects that are revised or canceled during the program year will be reprogrammed.

EB:BL

**Attachment:**

Consolidated Action Plan 2014 Program Year

**APPENDIX J – SF-424 AND CERTIFICATIONS**

**APPLICATION FOR FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	<b>2. DATE SUBMITTED</b> 05/13/2014	Applicant Identifier B-14-MC-06-0558
		<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier

<b>5. APPLICANT INFORMATION</b>	
Legal Name: City of Lancaster	<b>Organizational Unit:</b> Department: Lancaster Housing Authority
Organizational DUNS: 15-132-4167	Division: Housing & Neighborhood Revitalization Department
<b>Address:</b> Street: 44933 Fern Avenue	<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b> Prefix: Ms. First Name: Brigitte
City: Lancaster	Middle Name Suzette
County: Los Angeles	Last Name Ligons
State: California	Zip Code 93534
Country: USA	Email: bligons@cityoflancaesterca.org

<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 9 5 - 3 2 1 3 0 0 4	Phone Number (give area code) (661) 723-6034	Fax Number (give area code) (661) 723-6274
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<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)	<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) C. Municipal Other (specify)
--	--

<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> 1 4 - 2 1 8 TITLE (Name of Program): Community Development Block Grant	<b>9. NAME OF FEDERAL AGENCY:</b> U.S. Department of Housing and Urban Development
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<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> City of Lancaster, California	<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> Community Development Block Grant Program
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<b>13. PROPOSED PROJECT</b> Start Date: 07/01/2014 Ending Date: 06/30/2015	<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant 22 & 25 b. Project 22 & 25
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<b>15. ESTIMATED FUNDING:</b> <table border="1"> <tr><td>a. Federal</td><td>\$</td><td>1,327,711</td><td>00</td></tr> <tr><td>b. Applicant</td><td>\$</td><td></td><td>00</td></tr> <tr><td>c. State</td><td>\$</td><td></td><td>00</td></tr> <tr><td>d. Local</td><td>\$</td><td></td><td>00</td></tr> <tr><td>e. Other</td><td>\$</td><td></td><td>00</td></tr> <tr><td>f. Program Income</td><td>\$</td><td></td><td>00</td></tr> <tr><td>g. TOTAL</td><td>\$</td><td></td><td>00</td></tr> </table>	a. Federal	\$	1,327,711	00	b. Applicant	\$		00	c. State	\$		00	d. Local	\$		00	e. Other	\$		00	f. Program Income	\$		00	g. TOTAL	\$		00	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b> a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
a. Federal	\$	1,327,711	00																										
b. Applicant	\$		00																										
c. State	\$		00																										
d. Local	\$		00																										
e. Other	\$		00																										
f. Program Income	\$		00																										
g. TOTAL	\$		00																										

**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**  
 Yes If "Yes" attach an explanation.  No

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.**

<b>a. Authorized Representative</b>		
Prefix Mr.	First Name Mark	Middle Name V.
Last Name Bozigian		Suffix
b. Title City Manager		c. Telephone Number (give area code) (661) 723-6000
d. Signature of Authorized Representative		e. Date Signed 05/13/2014





# Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

<input type="checkbox"/> This certification does not apply.
<input checked="" type="checkbox"/> This certification is applicable.

## NON-STATE GOVERNMENT CERTIFICATIONS

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

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace** -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.



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

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

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

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

EB   
\_\_\_\_\_  
Signature/Authorized Official

5-13-14  
Date

Mark V. Bozigian

Name

City Manager

Title

44933 Fern Avenue

Address

Lancaster, CA 93534

City/State/Zip

(661)723-6133

Telephone Number

- This certification does not apply.  
 This certification is applicable.

### Specific CDBG Certifications

The Entitlement Community certifies that:

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

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

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

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2014, 2015, 2016, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

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

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

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

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

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

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

EB 

5-28-14

Signature/Authorized Official

Date

Mark V. Bozigian

Name

City Manager

Title

44933 Fern Avenue

Address

Lancaster, CA 93534

City/State/Zip

(661) 723-6133

Telephone Number

<input type="checkbox"/> <b>This certification does not apply.</b> <input checked="" type="checkbox"/> <b>This certification is applicable.</b>
--

**APPENDIX TO CERTIFICATIONS**

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

**Lobbying Certification**

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

**Drug-Free Workplace Certification**

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
City of Lancaster CA	44933 Fern Avenue	Lancaster, CA	Los Angeles County	CA	93534

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- All "direct charge" employees;
- all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- a. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

213   
\_\_\_\_\_  
Signature/Authorized Official

5-13-14  
Date

Mark V. Bozigian

Name

City Manager

Title

44933 Fern Avenue

Address

Lancaster, CA 93534

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