



City of Lancaster

CONSOLIDATED PLAN ANNUAL ACTION PLAN

2016 PROGRAM YEAR

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Executive Summary

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

1. Introduction

The 2016-2017 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 second Action Plan of five annual plans implementing the 2015-2020 Consolidated Plan - Strategic Plan goals for the annual investment of Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The Action Plan identifies available resources, annual goals and projects for the period beginning July 1, 2016 and ending June 30, 2017.

The City receives CDBG and HOME funds from HUD on a formula basis each year, and in turn, allocates funds for projects designed to achieve the goals and outcomes included in the 2015-2020 Consolidated Plan - Strategic Plan. The CDBG and HOME programs provide for a wide range of eligible community development and housing projects that benefit low- and moderate-income Lancaster residents.

The Housing and Community Development Act of 1974 created the CDBG Program with three primary objectives against which HUD evaluates the Consolidated Plan and the City's performance under the Plan. Those primary objectives are decent housing, suitable living environments, and expanded economic opportunities for low- and moderate-income persons. The CDBG regulations require that each activity meet one of the following national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Meet other community development needs having a particular urgency (usually the result of a natural disaster)

For the 2016-2017 program year, The City will receive \$1,291,581 of CDBG funds and will reprogram \$100,000 from unused CDBG funds from prior years' funding for a total of \$1,391,581 for projects in this Action Plan. The City of Lancaster receives an allocation of HOME funds but chooses to opt out of the HOME funds at the Federal level and will apply through the competitive process through the California Department of Housing and Community Development 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 (NSP) and Neighborhood Stabilization Program 3 (NSP3).

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Lancaster will address the following objectives during the 2016-2017 program year. These objectives are:

- Provide Decent Affordable Housing
- Address Special Needs Groups
- Maintain and Promote Neighborhood Preservation
- Economic Development

The City's outcomes for this planning period for this planning period are primarily directed at neighborhood revitalization and affordability and accessibility of housing for target-income residents. The City will continue to offer very low- to moderate-income home buyers the opportunity to acquire rehabilitated homes as part of the neighborhood revitalization efforts. The City will utilize program income revenues received from the sale of Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) homes that were acquired to sustain the City's stock of 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 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.

3. Evaluation of past performance

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

The City is implementing the projects and activities included in the 2015-2016 Action Plan and prior plans. City staff continually evaluates the CDBG Program and make adjustments and/or process improvements where and when necessary. Currently, all projects and activities are on schedule for completion as planned. Overall, the City of Lancaster has been successful in selecting projects and activities which meet the City's 2015-2020 Consolidated Priorities and Annual Goals.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

A public comment/review period notice outlining the proposed use of funds for the Consolidated Plan's annual Action Plan for 2016-2017 program year was published April 10, 2016 allowing a 30-day review comment period ending May 9, 2016. This notice was made in compliance with HUD guidelines and the City of Lancaster's approved Citizen Participation Plan of the 2015-2020 Consolidated Plan.

A notice of public hearing on the proposed annual Action Plan for the 2016-2017 program year was published in compliance with HUD guidelines and the City of Lancaster's approved Citizen Participation Plan of the 2015-2020 Consolidated Plan.

A public hearing was held May 24, 2016 to receive public comment on the proposed 2016-2017 Consolidated Plan's One-Year Action Plan and receive City Council action.

5. Summary of public comments

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

No comments were received during the public comment/review period. No comments were received during the public hearing held May 24, 2016.

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

No comments were received that were not accepted.

7. Summary

The City of Lancaster adopted its Consolidated Plan's One-Year Action Plan for the planning period of July 1, 2016 through June 30, 2017 to utilize \$1,291,581 of CDBG funds and \$100,000 of reprogrammed unused CDBG funds from prior years.

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

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

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

Agency Role	Name	Department/Agency
CDBG Administrator	LANCASTER	Housing & Neighborhood Revitalization

Table 1 – Responsible Agencies

Narrative (optional)

The City of Lancaster Department of Housing & Neighborhood Revitalization is the lead agency for overseeing the development of the Consolidated Plan. This Department is also responsible for the preparation of the Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER) and CDBG program administration. The Department also administers the City's Housing Authority (successor agency).

Consolidated Plan Public Contact Information

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City of Lancaster

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

1. Introduction

Under Lancaster City Council-manager form of government, the City Council appoints and provides policy direction to the City Manager, who is responsible for administering the city's daily operations. As the elected legislative body of the City of Lancaster, the City Council has overall responsibility for the scope, direction and financing of City services. In setting policy, the City Council works closely with citizen advisory commissions and committees, considers staff information and recommendations and receives comments from the general public during open forums.

In the preparation of the Action Plan, the City has consulted with public and private departments and agencies and social service and non-profit organizations to understand the community's needs and available resources. Department staff provided input on how CDBG resources could be used and leveraged to provide services. The City of Lancaster solicited feedback through the following methods:

- Public Hearings
- Receipt of written comments

Additionally, cities and governments within the region were contacted and consulted as well. The input received helped establish and inform the objectives and goals described in the Strategic Plan.

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

The principal provider of community development and economic development programs, housing projects, and financial support will be the City of Lancaster. The Housing Authority of the County of Los Angeles (HACoLA) administers the Section 8 Voucher program. Activities to be undertaken by the Housing Authority are identified in the Public Housing Agency (PHA) 5 Year and One-Year Action Plans. The residents are invited each year to contribute to the drafting of the PHA's Plan.

Other key health, mental health and service agencies that the City works closely with during the Annual Action plan process are listed below:

- Homeless Access Solutions Center/Valley Oasis

- Mental Health America
- Antelope Valley Partners for Health
- CA Department of Developmental Services

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

To most efficiently address the needs of the homeless population, HUD has tasked local governments with developing a Continuum of Care. The Continuum of Care (CoC) is a planning model designed to provide assistance to homeless persons at every level of need and to move a client from homelessness to permanent housing. The Continuum addresses both the lack of housing affordable to the lowest income levels and the underlying causes of homelessness such as substance abuse, domestic violence, and mental illness.

The City of Lancaster is part of the countywide Los Angeles Continuum of Care (LACoC). The LACoC is coordinated by the Los Angeles Homeless Services Authority (LAHSA). LAHSA is a City and County Joint Powers Authority formed to address homelessness throughout Los Angeles County. LAHSA partners with other local government agencies and community-based non-profit agencies to provide homeless services throughout Los Angeles County. Homeless needs are presented by the levels of service that form the Continuum:

- Prevention – Activities include income support, rental assistance, and advocacy. Eviction prevention and crisis intervention help at-risk households maintain their housing and sidestep homelessness.
- Outreach and Assessment – Activities include walking the streets and other places not fit for human habitation and marketing available services to homeless persons reluctant to apply for services on their own. Once the client enters the system, the assessment process identifies the client’s needs.
- Emergency Shelter – Offers a safe, secure, temporary place (up to 90 days) for homeless persons to reside while they prepare to move into more stable housing.
- Transitional Housing – Long-term (up to 24 months) housing with supportive services that address the underlying causes of homelessness. Transitional housing programs enable people to successfully transition to and maintain permanent housing.
- Permanent and Permanent Supportive Housing – Permanent housing for most is affordable, market-rate housing. Permanent supportive housing enables persons with disabilities to live as independently as possible. Moving previously homeless persons into permanent housing is the primary objective of the Continuum.

- Supportive Services – Activities that help persons address the underlying causes of homelessness and move toward self-sufficiency and independent living. Services include substance abuse treatment, employment education and job readiness, budgeting workshops, parenting classes, and childcare. Services may be part of a housing program or independently.

For many Lancaster residents, the first entry into the Continuum of Care is through an emergency shelter, where individuals and families obtain emergency housing and supportive services directed to getting people off the streets and into a safe environment. Typically, people stay in an emergency shelter for a short period. Usually during this time, other housing is arranged and the homeless person's immediate social service and medical needs are addressed.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not receive ESG funding. However, the City works closely with the continuum of care homeless system to create funding policies and procedures. The City supports the network of homeless service providers existing in and outside of Lancaster.

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.

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.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Housing Rights Center
	Agency/Group/Organization Type	Service-Fair Housing
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	

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

Not applicable.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Los Angeles	The County of Los Angeles is a Continuum of Care applicant and conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC, the City of Lancaster's Strategic Plan will provide support to nonprofits that meet the social services needs of the City's residents with an emphasis on the homeless.
Housing Element	City of Lancaster	Based on the Regional Housing Needs Allocation (RHNA) set forth by the State of California, The Housing Element is the City's chief policy document for the development of affordable and market rate housing. Consistent with this policy document, the City will maintain and enhance the quality of existing residential neighborhoods through and, promote and encourage fair housing opportunities for all economic segments of the community, regardless of age, sex, ethnic background, physical condition, or family size.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City encourages citizens to participate in the development of the five-year Consolidated Plan, as well as the Annual Action plan and the proposed use of CDBG funds. City staff developed a detailed participation process for the 2015-2020 ConPlan. As required by HUD, nonprofits and community residents were provided adequate opportunity to review and comment on the original Citizen Participation Plan and on substantial amendments to the plan, if necessary.

Citizens were engaged through community meetings, surveys, public hearings, and individual meetings. Citizens who participated in the process received extensive information about the ConPlan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving and how those funds can be used by the City. Residents were given the opportunity to provide City staff with their input on the prioritization of community needs. Each of these efforts, including review of HUD Data and relevant policy documents, assisted the city in its goal setting efforts.

In an effort to fully involve the public in the Action Plan process, a public comment/review period outlining the proposed use of funds for the Consolidated Plan's Annual Action Plan for the 2016-2017 program year was published April 10, 2016 allowing a 30-day review/comment period ending May 9, 2016. This notice was made in compliance with HUD guidelines and the City of Lancaster's approved Citizen Participation Plan. No comments were received during the public comment/review period. In addition, a public hearing was held May 24, 2016 to receive public comment on the proposed 2016-2017 Consolidated Plan's One-Year Action Plan and receive City Council action. No comments were received during the public hearing held on May 24, 2016.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>Notice of the 30-day public review and comment period for the draft 2016-2017 Action Plan published April 10, 2016 in the Antelope Valley Press (English) and La Prensa Publications (Spanish). The public notice solicited residents and stakeholders to review the draft Action Plan to provide written comments by May 9, 2016. The draft documents were available on the City of Lancaster's website; at the City of Lancaster, Housing and Neighborhood Revitalization Department, Los Angeles County Public Health Center.</p>	<p>No public comments received.</p>	<p>No public comments received.</p> <p>N/A</p>	<p>13</p>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Internet Outreach	Non-targeted/broad community	Posting on the City of Lancaster's website the draft 2016-2017 Action Plan for public review.	No public comments received.	No public comments received.	N/A
3	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A notice of public hearing published May 14, 2016 in the Antelope Valley Press (English) and La Prensa Publications (Spanish) notifying the public of a public hearing before the City Council on May 24, 2016 to discuss and consider the 2016-2017 CDBG funding recommendations.	No public comments received.	No public comments received.	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Public Hearing	Non-targeted/broad community	A public hearing was on May 24, 2016 to receive public comment on the proposed 2016-2017 Action Plan and receive City Council action on the funding recommendations.	No public comments received.	No public comments received. /A	

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

For the 2016-2017 program year, the City will receive \$1,291,581 of CDBG funds and \$100,000 of reprogrammed unused CDBG funds from prior years from HUD. Together \$1,391,581 is available for projects in this Action Plan.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,291,581	0	100,000	1,391,581	The City received an annual allocation of \$1,291,581 and \$100,000 of CDBG funds from prior year are being reprogrammed in the 2016/17 Annual Action Plan
						3,867,363	

Table 5 - Expected Resources – Priority Table

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

The City will attempt to leverage grants and other funding when appropriate to meet the objective of the Annual Action Plan. The City has

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\$100,000 of CDBG funds which is being reprogrammed in the 2016/17 Annual Action Plan. The City does add local funds (including unexpended CDBG funds from prior years if available) to further support the organizations and individuals receiving CDBG funding.

The City also plans to meet its community development and housing needs using a variety of other funding sources including utilizing the program income funds generated from the sale of the homes acquired under the Neighborhood Stabilization Programs One (NSP1) and Three (NSP3). 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 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.

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

Not applicable

Discussion

See discussions above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Decent Affordable Housing	2015	2019	Affordable Housing	City Wide Eligible Census Tracts	Provide Decent Affordable Housing	CDBG: \$159,927	Homeowner Housing Rehabilitated: 10 Household Housing Unit
2	Maintain and Promote Neighborhood Preservation	2015	2019	Affordable Housing	City Wide Eligible Census Tracts	Maintain and Promote Neighborhood Preservation	CDBG: \$220,000	Housing Code Enforcement/Foreclosed Property Care: 2000 Household Housing Unit
3	Support Special Needs Program and Services	2015	2019	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City Wide	Support Special Needs Programs and Services	CDBG: \$193,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Homeless Person Overnight Shelter: 2000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Construct/Upgrade Public Facilities/Infrastructure	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	City Wide Eligible Census Tracts	Construct/Upgrade Public Facilities/Infrastructure Economic Development	CDBG: \$460,354	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Other: 500 Other
5	CDBG Grant Administration	2015	2019	Non-Housing Community Development	City Wide	Provide Decent Affordable Housing Maintain and Promote Neighborhood Preservation Support Special Needs Programs and Services Construct/Upgrade Public Facilities/Infrastructure Economic Development Fair Housing	CDBG: \$258,300	Other: 3000 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Decent Affordable Housing
	Goal Description	

2	Goal Name	Maintain and Promote Neighborhood Preservation
	Goal Description	
3	Goal Name	Support Special Needs Program and Services
	Goal Description	
4	Goal Name	Construct/Upgrade Public Facilities/Infrastructure
	Goal Description	Includes Section 108 Debt Service Repayment
5	Goal Name	CDBG Grant Administration
	Goal Description	

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City of Lancaster receives an allocation of HOME funds but chooses to opt out of the HOME funds at the Federal level and will apply through the competitive process through the California Department of Housing and Community Development for HOME funds.

AP-35 Projects – 91.220(d)

Introduction

This Action Plan outlines the action steps that the City of Lancaster will use to address housing, community and economic development needs Lancaster residents, particularly those residents residing in the low- and moderate-income areas. The plan includes a listing of activities that the City will undertake during FY 2016-2017 (July 1, 2016 through June 30, 2017) using CDBG funds. The City has \$1,391,581.00 in total funds available to use in FY 2016-2017. This includes a CDBG allocation of \$1,291,581 and \$100,000 of reprogrammed CDBG funds from prior years.

#	Project Name
1	CDBG Administration
2	CDBG-Lancaster Fair Housing
3	CDBG-Lancaster Section 108 Fox Field
4	CDBG-Lancaster Section 108 MHA
5	CDBG-Lancaster Section 108 CC
6	CDBG-Lancaster Section 108 \$3.1
7	CDBG-Lancaster Code Enforcement
8	CDBG-Lancaster Homelessness Services
9	CDBG-Lancaster Emergency Rehabilitation Grant Program
10	CDBG-Lancaster MPCD Ave I Tentative & Final Map
11	CDBG-Lancaster MPCD Ave I/Division St Tentative & Final Maps
12	CDBG-Lancaster MPCD Ave J/15th St West Tentative & Final Maps
13	CDBG-Lancaster MPCD Ave J/15th St West EIR

Table 8 – Project Information

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

For FY 2016-2017, the City has a total CDBG budget of \$1,391,581 inclusive of reprogrammed unused funds from prior years. The City of Lancaster estimates allocating just over 36 percent of its allocation to debt service projects that provided public infrastructure improvements within the target low- and moderate-income areas. Twenty percent of the City's allocation is reserved for administration costs and fifteen percent is set aside for public services.

One of the greatest challenges in meeting the underserved needs of low- and moderate-income persons is having limited financial resources. The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the homeless, those at risk of homelessness, seniors, female-headed households, victims of domestic violence, and disabled youth and adults. The City also proactively seeks additional resources to better meet the underserved needs.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	CDBG Administration
	Target Area	City Wide
	Goals Supported	Provide Decent Affordable Housing Maintain and Promote Neighborhood Preservation Support Special Needs Program and Services Construct/Upgrade Public Facilities/Infrastructure CDBG Grant Administration
	Needs Addressed	Provide Decent Affordable Housing Maintain and Promote Neighborhood Preservation Support Special Needs Programs and Services Construct/Upgrade Public Facilities/Infrastructure Economic Development
	Funding	CDBG: \$223,300
	Description	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.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	City-wide
	Planned Activities	CDBG Planning and Administration
2	Project Name	CDBG-Lancaster Fair Housing
	Target Area	City Wide
	Goals Supported	Support Special Needs Program and Services CDBG Grant Administration
	Needs Addressed	Fair Housing
	Funding	CDBG: \$35,000
	Description	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.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	City-wide
	Planned Activities	Fair Housing services provided will include training, counseling, testing, mediation, informational printed materials (English, Spanish, and Asian languages), community outreach and education, on site clinics, monitoring, and telephone/message accessibility. Providing fair housing services is a requirement of the Community Development Block Grant program under the U.S. Dept. of HUD Title 24 Regulations.
3	Project Name	CDBG-Lancaster Section 108 Fox Field
	Target Area	Eligible Census Tracts

	Goals Supported	Construct/Upgrade Public Facilities/Infrastructure
	Needs Addressed	Maintain and Promote Neighborhood Preservation Construct/Upgrade Public Facilities/Infrastructure
	Funding	CDBG: \$27,830
	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.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 1,000 low-moderate income persons/families.
	Location Description	Fox Field Industrial Area
	Planned Activities	Repayment of Section 108 loan used for the installation of public improvements which have been completed.
4	Project Name	CDBG-Lancaster Section 108 MHA
	Target Area	Eligible Census Tracts
	Goals Supported	Construct/Upgrade Public Facilities/Infrastructure
	Needs Addressed	Construct/Upgrade Public Facilities/Infrastructure
	Funding	CDBG: \$91,178
	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.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 1,000 other than low-moderate income persons/families.
	Location Description	North Downtown Revitalization Area: SW Corner of Jackman Street and Sierra Highway
	Planned Activities	Repayment of Section 108 Loan used for the acquisition of property for the construction of the new Antelope Valley Mental Health Association which has been completed.
5	Project Name	CDBG-Lancaster Section 108 CC
	Target Area	Eligible Census Tracts
	Goals Supported	Maintain and Promote Neighborhood Preservation Support Special Needs Program and Services
	Needs Addressed	Maintain and Promote Neighborhood Preservation Support Special Needs Programs and Services
	Funding	CDBG: \$93,191
	Description	Funds will be used to repay \$1.5 million loan that was 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.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 1,000 other than low-moderate income persons/families.
	Location Description	North Downtown Revitalization Area: NW Corner of Jackman Street and Fern Avenue
	Planned Activities	Repayment of Section 108 loan used to construct the Antelope Valley Child Abuse Center which has been completed.
6	Project Name	CDBG-Lancaster Section 108 \$3.1

Target Area	Eligible Census Tracts
Goals Supported	Maintain and Promote Neighborhood Preservation Construct/Upgrade Public Facilities/Infrastructure
Needs Addressed	Maintain and Promote Neighborhood Preservation Construct/Upgrade Public Facilities/Infrastructure
Funding	CDBG: \$248,155
Description	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).
Target Date	6/30/2017
Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 1,000 other than low-moderate income persons/families
Location Description	Various sites
Planned Activities	Repayment of Section 108 loan used for multiple purposes, including 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.
7 Project Name	CDBG-Lancaster Code Enforcement
Target Area	City Wide Eligible Census Tracts
Goals Supported	Maintain and Promote Neighborhood Preservation
Needs Addressed	Maintain and Promote Neighborhood Preservation
Funding	CDBG: \$220,000

	<p>Funds will be allocated for the salary and overhead costs incurred by code enforcement staff within a targeted area of the City. This effort is being provided to help 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 help reverse the declining conditions and recent trends of deterioration within the neighborhoods.</p>
Target Date	6/30/2017
Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 2,000 low-moderate income persons/families.
Location Description	Various locations
Planned Activities	Code enforcement activities
Project Name	CDBG-Lancaster Homelessness Services
Target Area	City Wide Eligible Census Tracts
Goals Supported	Support Special Needs Program and Services
Needs Addressed	Support Special Needs Programs and Services
Funding	CDBG: \$193,000
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 materials in order to provide the City's homeless with services to find permanent supportive housing and end chronic homelessness.
Target Date	6/30/2017
Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 1,000 low-moderate income persons/families.

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	Location Description	City-wide
	Planned Activities	Provide assistance to homelessness services including costs associated with the operation and maintenance of the shelter facility to include labor, supplies, and materials in order to provide the City's homeless with services to find permanent supportive housing and end chronic homelessness.
9	Project Name	CDBG-Lancaster Emergency Rehabilitation Grant Program
	Target Area	City Wide Eligible Census Tracts
	Goals Supported	Provide Decent Affordable Housing Maintain and Promote Neighborhood Preservation Support Special Needs Program and Services
	Needs Addressed	Provide Decent Affordable Housing Maintain and Promote Neighborhood Preservation Support Special Needs Programs and Services
	Funding	CDBG: \$50,000
	Description	Emergency Rehabilitation Grant consisting of one-time grants to fund emergency repair/rehabilitation to residences for Veteran's and non-Veteran's who are of low to very low income persons utilizing \$50,000 in reprogrammed CDBG funds from previous years'.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 10 low to very low income families/households.
	Location Description	City-wide
	Planned Activities	One-time grants to fund emergency repair/rehabilitation improvements to residences for veterans and non-veterans who are of low to very low income.
10	Project Name	CDBG-Lancaster MPCD Ave I Tentative & Final Map

	Target Area	Eligible Census Tracts
	Goals Supported	Provide Decent Affordable Housing
	Needs Addressed	Provide Decent Affordable Housing
	Funding	CDBG: \$38,500
	Description	To cover the cost associated with the preparation of the tentative tract and final maps necessary to develop land as affordable housing for very low-to low-income households.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 500 low to very low income families/households.
	Location Description	Avenue I and Sierra Highway
	Planned Activities	Preparation of the tentative tract and final maps necessary to develop land as affordable housing
11	Project Name	CDBG-Lancaster MPCD Ave I/Division St Tentative & Final Maps
	Target Area	Eligible Census Tracts
	Goals Supported	Provide Decent Affordable Housing
	Needs Addressed	Provide Decent Affordable Housing
	Funding	CDBG: \$60,000
	Description	To cover cost associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low-to low-income households.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 500 very-low to low- income families/households.

	Location Description	Avenue I and Division Street
	Planned Activities	Preparation of the tentative tract and final maps necessary to develop land as affordable housing
12	Project Name	CDBG-Lancaster MPCD Ave J/15th St West Tentative & Final Maps
	Target Area	Eligible Census Tracts
	Goals Supported	Provide Decent Affordable Housing
	Needs Addressed	Provide Decent Affordable Housing
	Funding	CDBG: \$61,427
	Description	To cover cost associated with the preparation of the tentative tract and final maps necessary to develop land as affordable housing for very low- to low-income households.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 500 very-low to low-income families/households.
	Location Description	Avenue J and 15th Street West
	Planned Activities	Preparation of the tentative tract and final maps necessary to develop land as affordable housing
13	Project Name	CDBG-Lancaster MPCD Ave J/15th St West EIR
	Target Area	Eligible Census Tracts
	Goals Supported	Provide Decent Affordable Housing
	Needs Addressed	Provide Decent Affordable Housing
	Funding	CDBG: \$50,000
	Description	To cover cost of the environmental review process associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low- to low-income households utilizing \$50,000 in reprogrammed CDBG funds from previous years'.

	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is estimated to benefit 500 very-low to low-income families/households.
	Location Description	Avenue J and 15th Street West
	Planned Activities	Preparation of the environmental review process associated with the tentative tract and final maps necessary to develop land as affordable housing

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded (see rationale discussion below).

Geographic Distribution

Target Area	Percentage of Funds
City Wide	
Eligible Census Tracts	

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Lancaster uses a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded (see SP-10 of the Consolidated Plan). It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low and moderate income persons. Public infrastructure improvements are an area benefit activity when they are located in a predominately low- and moderate-income neighborhood.

Discussion

See discussion above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City plans to utilize CDBG funds to support housing activities through the Emergency Rehabilitation Grant Program, expected to provide repair/rehabilitation assistance to approximately 5-10 households. For the 2016-2017 program year, CDBG funds have been allocated to cover cost associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low- to low-income households. In addition, the City will continue to acquire and rehabilitate foreclosed homes for resell to low- to moderate-income households as part of the NSP 1 and NSP 3 program, expected to provide housing to approximately 5 households.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	14
Special-Needs	0
Total	14

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	4
Total	14

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

See discussion above.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Lancaster does not own any public housing units. Los Angeles County administers the housing voucher program for residents in the City. The City does work in close collaboration with the Housing Authority of the County of Los Angeles, other nonprofits as well as independently to ensure access to affordable housing and programs within the City.

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

The City shall encourage the development of housing units for households earning 30 percent or less of the Median Family Income for LA County. Specific emphasis shall be placed on the provision of family housing and non-traditional housing types such as single-resident occupancies, transitional facilities and housing units serving temporary needs. The City will encourage development of housing for extremely-low income households through a variety of activities such as outreach to nonprofit and for-profit housing developers, providing in-kind technical assistance for housing developers, financing and funding assistance and expedited processing as appropriate. The City's objective shall be to encourage and facilitate construction of supportive housing units for extremely-low income housing units as identified in the 2015-2020 Consolidated Plan.

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

The City of Lancaster does not own any public housing units. The City will continue to work closely with the county housing authority and local nonprofits to encourage resident participation to provide assistance to low-income families.

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

Not applicable.

Discussion

See discussion above.

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

Introduction

The City of Lancaster will invest CDBG funds during the 2016-2017 program year to address high priority needs identified in the 2015-2020 Consolidated Plan including preventing and eliminating homelessness.

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

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

Preventing and ending homelessness is a HUD priority addressed nationally through coordination of regional strategies carried out locally by government agencies and a wide variety of community based organizations and faith-based groups. The City of Lancaster supports the efforts of The Los Angeles Homeless Service Authority (LAHSA), County Continuum of Care (CoC), and its member organizations that address homelessness throughout Los Angeles County.

On February 9, 2016, the Los Angeles County Board of Supervisors and the City of Los Angeles approved a new joint plan to address homelessness in the Los Angeles region. The Approved Strategies to Combat Homelessness include 47 individual strategies arranged by six policy goals including: Prevent Homelessness, Subsidize Housing, Increase Income, Provide Case Management and Services, Create a Coordinated System, and Increase Affordable/Homeless Housing. Together, these 47 regional strategies will guide the CoC member organizations to target the root causes of homelessness and lift families and individuals out of homelessness and into better lives. The Approved Strategies to Combat Homelessness may be viewed on the County of Los Angeles website at:

<http://priorities.lacounty.gov/wp-content/uploads/2016/03/HI-Report-Approved2.pdf>

The City will continue to support programs and strategies which address the Priority Needs of Homeless Persons and Families. 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 Strategic Plan. The City will financially support programs and services for the homeless through its CDBG Public Service funds. Funding will go to support the Lancaster Community Shelter which provides homeless services to 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. A \$193,000 CDBG allocation will assist the shelter with maintenance, operations, labor, supplies and material that are needed to fully operate the transitional family units.

Addressing the emergency shelter and transitional housing needs of homeless persons

SB 2 also requires jurisdictions to identify zones where emergency shelters will be allowed without requiring a conditional use permit. As required by State Law, the City has amended the zoning ordinance to allow, by administrative review, the construction of emergency shelters within a specific land use designation. The City selected the Light Industrial land use designation to allow this use “by right,” with approval of a Director’s Review application.

The Director’s Review application does not require a public hearing, and is an efficient method of review. The time period for this review vary, depending on whether there is an existing structure or not. For a request with an existing building, the Director’s Review process may require a few days up to a few weeks. The City would analyze the submitted request with a description of the operation, and determine if there are any impacts per CEQA, as the City would do for any other use in the same zone. The City would also consult other departments and agencies to determine if they have comments and conditions for the proposed use, such as building and safety requirements, as applicable to any other use in the same zone. Requests involving new construction would be subject to site plan review, which would take approximately two to six months to review, depending on the level of environmental review required. The City’s Director’s Review process is the simplest form of administrative review, with no discretionary action on the part of appointed or elected officials.

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

The City will work with the newly created Housing for Health (HFH) Division at the Department of Health Services (DHS) which focus is on creating housing opportunities for homeless patients and clients. Access to community-based housing options is an important element of the agencies evolving County health care system, particularly in response to the unique opportunities presented by the Affordable Care Act.

By housing homeless persons who have been high-utilizers of DHS services with complex medical and behavioral health conditions, the agency hopes to achieve the following objectives:

- Improve the health and well-being of a vulnerable population that typically experiences long episodes of homelessness, high rates of disability, multiple un-treated health conditions, and early mortality.
- Reduce costs to the public health system incurred by a relatively small, but costly cohort of

individuals, whom due to their lack of housing, remain hospitalized for greater lengths of time and/or have repeated and unnecessary contact with the public health system.

Demonstrate DHS' commitment to the important goals of the Home for Good Plan designed to significantly improve living conditions for homeless people within Los Angeles County.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will continue to work with the following agencies that help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families within the City of Lancaster:

Antelope Valley Enrichment Services In 2008, a new 19,000 square foot mental health facility (Antelope Valley Enrichment Services, or AVES of Mental Health America of Los Angeles) was constructed in conjunction with a 100-unit affordable housing development (Poppyfield Estates) located in the North Downtown Transit Village Project Area. The mission of AVES is to "ensure that all people with mental illness assume their full and rightful place in the community." AVES works in partnership with a broad network of community organizations, businesses, and government to assist members and clients gain self-confidence and self-sufficiency, through a variety of intensive programs, including homeless assistance and employment services.

Lancaster Community Shelter

The Lancaster Community Shelter is operated by Grace Resource Center and provides essential services to men, women, and families. The program offers 30 days of emergency shelter or up to six months of transitional shelter for clients committed to working toward changing their lives. The program strives to find long-term solutions through life-skills workshops, support groups, and referrals to outside services. In 2008, the shelter added 14 transitional apartments for families. These 800-square foot apartments accommodate at least three family members per unit and provide temporary housing for families on their way to independence and self-reliance. The new transitional units have added 42 beds to the shelter's capacity, beyond the 100 emergency beds already provided. The Lancaster shelter is the only emergency shelter housing men, women and families between another such operation in the

San Fernando Valley in Los Angeles and the next closest shelter in Bakersfield. The Lancaster Community Shelter also provides meals, and is reported to have served as many as 10,000 people monthly.

Mental Health America: AV Homeless Assistance Program / Transitional Age Youth- The program is operated by Mental Health America in Los Angeles County (MHALA). MHALA offers the Antelope Valley’s only service for homeless people with mental illness, including those who have substance abuse problems. Services at the drop-in center meet immediate needs for showers, laundry, clothes, and links to food and shelter, and the long-term assistance helps in finding housing, learning living skills, and receiving health and mental health treatment. Mental Health America also provides Transition Age Youth (TAY) programs to support youth and young adults during the transition from foster care to mainstream life in the community. Almost 70 percent of homeless young adults have “aged out” of foster care without the skills (e.g., education, employment, and housing) needed to move into adulthood and the community. TAY programs help young people build the skills to survive on their own. According to staff at MHALA, the organization has served over 1,000 persons this past month (July 2013), including 450 homeless persons and 90 transitional youth.

Discussion

See discussions above.

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

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

Introduction

The 2015-2020 Consolidated Plan identified a variety of barriers to the provision of affordable housing as follows:

Reduced Funding for the Section 8 Housing Choice Voucher Program

Sequestration – automatic Federal spending cuts – could impact the resources of the PHA is to administer and make housing assistance payments under the provisions of the Section 8 Housing Choice Voucher Program. HUD has warned:

About 125,000 individuals and families, including elderly and disabled individuals, could lose assistance provided through the Housing Choice Voucher (HCV) program and be at risk of becoming homeless. The HCV program, which is administered by state and local public housing agencies (PHAs), provides crucial assistance to families and individuals in renting private apartment units. There may be even more families affected by these sequestration cuts to the extent that PHAs are forced to absorb annual funding losses in less than a full twelve month time frame. In addition, since sequestration will also cut PHA administrative fees for the HCV program, numerous PHAs may find continued operation of the program financially untenable and thus stop operating the program entirely, which will harm even more families and individuals, including homeless veterans.

Source: Written Testimony of Secretary Shaun Donovan, Hearing before the Senate Committee on Appropriations on *The Impacts of Sequestration*, Thursday February 14, 2013

Sequestration impacted the PHA by limiting the ability to lease to the full voucher allocation. Rental assistance through the Section 8 program was reduced through attrition. If sequestration resumes, then dramatic actions will need to be taken such as increasing the amounts tenants contribute to rent and reducing the number of assisted households.

City's Loss of Funds to Address Community Housing Needs

The City was forced to dissolve its Redevelopment Agency as of February 1, 2012, and the

redevelopment funds that the Agency would have received for affordable housing, among other purposes, was redistributed to the State and other taxing entities. The City's Low and Moderate Housing Set-Aside Funds were lost. The City also has experienced significant reductions in funding from the Community Development Block Grant (CDBG) program from 2011 through 2016.

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

Historically, the City has approached lower income housing needs through financial assistance (although this will be more restrictive in the future due to the loss of redevelopment set aside funds), encouragement, or negotiations with developers with the goal of enhancing the residential quality of life by providing needed services that allow for the opportunity to increase household income. The City will use Community Development Block Grant Funds, Low-Income Housing Tax Credits, and other financial resources , when available, to assist in the development of affordable housing.

Discussion

See discussions above.

AP-85 Other Actions – 91.220(k)

Introduction

In the implementation of the 2016-2017 Annual Action Plan, the City will invest CDBG resources to address the following:

- Foster and maintain affordable housing;
- Evaluate and reduce lead-based paint hazards;
- Reduce the number of poverty-level families;
- Develop institutional structure; and
- Enhance coordination.

In addition, the City will identify obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Actions planned to address obstacles to meeting underserved needs

The City of Lancaster’s 2015-2020 Strategic Plan proposes projects and activities to meet the priorities described in the Consolidated Plan (the “ConPlan”). It describes eligible programs, projects and activities to be undertaken with anticipated funds made available over the next five years and their relationship to identified needs for housing, homelessness, and community and economic development. Each year, assuming funding levels remain the same, more specific projects throughout the City will be identified and implemented via the annual Action Plans.

The general priority categories of housing, homelessness, special needs, and community development needs and their related goals are addressed in the various activities to be undertaken. These activities estimate the number and type of families that will benefit from the proposed activities, including special local objectives and priority needs. The projected use of funds identifies the proposed accomplishments. Area benefit activities were qualified using 2010 data from the U.S. Census Bureau.

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 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.

Actions planned to foster and maintain affordable housing

The City's 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. In addition to CDBG funds, other city funds are used to foster and maintain affordable housing throughout Lancaster.

Actions planned to 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.

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.

Actions planned to reduce the number of poverty-level families

The priorities and objectives outlined in the 2016-2017 Annual Action Plan and the various sections of the Strategic Plan component represent the City's 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, 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, and 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.

Actions planned to 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.

As part of the City of Lancaster's 2014 Housing Element, a *Housing Needs Assessment* was developed. From the results of the assessment, a proposed strategic plan to meet the City's housing needs was created, specific housing program requirements have been identified, and partnerships with appropriate support agencies were suggested.

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.

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.

Actions planned to enhance 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
- 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

Discussion

See discussions above.

Program Specific Requirements

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

Introduction

In the implementation of programs and activities under the 2016-2017 Annual Action Plan, the City of Lancaster will follow all HUD regulations concerning the use of program income, forms of investment, overall low- and moderate-income benefit for the CDBG program.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

See discussion above.

Attachments



CITY OF LANCASTER
CONSOLIDATED ANNUAL ACTION PLAN
2016-2017

APPENDIX A
Citizen Participation

- Public Notices

AFFIDAVIT OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Los Angeles

} ss

The space above for filing stamp only

LEGAL NOTICE
2016 PROGRAM

I, 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, 1951, Case Number 328601; Modified Case Number 65777; April 11, 1956; also operating as the Ledger-Gazette, adjudicated a legal newspaper June 15, 1927, by Superior Court decree No. 22454; also operating as the Desert Mailer News, formerly known as the South Antelope Valley Football 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 NCC564 and adjudicated a newspaper of general circulation for the City of Lancaster, State of California on January 26, 1990, Case Number NCC10714, 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 10, 2016

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

[Handwritten Signature]
Signature

Dated: April 11, 2016
Executed at Palmdale, California

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

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 PROGRAM
2016 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 2016 Draft of the Consolidated Annual Action Plan for the 2016 Program Year, beginning July 1, 2016, in accordance with the U. S. Department of Housing and Urban Development Community Block Grant funding requirements.

The public review period begins April 10, 2016, and continues for 30 days as required by Federal regulations. The City of Lancaster must receive all comments on these documents by May 9, 2016.

The Consolidated Plan Annual Action Plan is updated annually and submitted to the Department of Housing and Urban Development (HUD) for review by the City of Lancaster to administer approval of the \$1.2 million in annual federal funds block grant funds to benefit low and moderate income persons.

The Consolidated Annual Action Plan for the 2016 Program Year has been prepared to address the objectives and needs as established in the City Five Year Consolidated Plan. For the 2016 Program Year beginning July 1, 2016, the City of Lancaster proposes the following Community Development Block Grant (CDBG) projects incorporating the following funding sources:

Reprogrammed funds: \$ 100,000.00
Total: \$1,200,000.00

1. Project No. 16-01 - Program Administration - To cover the direct costs associated with administration of the CDBG Program. Project Budget: \$258,300
2. Project No. 16-02 - Fair Housing Services - To cover the contract costs associated with providing locally required fair housing services. Project Budget: \$30,000
3. Project No. 16-03 - 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: \$37,800
4. Project No. 16-04 - Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in property acquisition for the construction of a new Antelope Valley High School within the Downtown Revitalization/Transit Village project area. Project Budget: \$81,178
5. Project No. 16-05 - 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: \$80,100
6. Project No. 16-06 - Repayment of Section 108 Loan Guarantee - To repay a loan secured to assist in public improvement and economic development activities, acquisition of property for the construction of affordable housing and a construction of playground through the development of recreational facilities. Project Budget: \$248,185
7. Project No. 16-07 - Code Enforcement Officers - To cover costs incurred by a Code Enforcement Officers who will focus attention on targeted areas of the City. Project Budget: \$200,000
8. Project No. 16-08 - Homeless Services - Funding to support assistance to homeless individuals including costs associated with the operation and maintenance of this facility to include labor, supplies and material. Project Budget: \$192,000
9. Project No. 16-09 - Emergency Rental Assistance Grant Program - Funding to support emergency rental assistance for low/moderate income Veterans and Non-Veterans who are of very low to low income. Project Budget: \$50,000 in reprogrammed CDBG Funds
10. Project No. 16-10 - Master Plan Community Development Avenue I - Tentative and Final Maps - To cover costs associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low to low income households. Project Budget: \$50,000
11. Project No. 16-11 - Master Plan Community Development Avenue I (Dwight Street) - Tentative and Final Maps - To cover cost associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low to low income households. Project Budget: \$50,000
12. Project No. 16-12 - Master Plan Community Development Avenue J (15th Street West) - Tentative and Final Maps - To cover cost associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low to low income households. Project Budget: \$21,400
13. Project No. 16-13 - Master Plan Community Development Avenue J (15th Street West) - Environmental Impact Report (EIR) - To cover cost of the environmental review associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low to low income households. Project Budget: \$50,000

The 2016 Program Year Action Plan Summary is available April 10, 2016, for public review on the City of Lancaster's website (<http://www.cityoflanaster.org>); at the Los Angeles County Public Library, the Lancaster Senior Center, the City of Lancaster and at Lancaster City Hall, Department of Housing and Neighborhood Revitalization, 44905 Fern Avenue, Lancaster, CA 93534. Individuals unable to access one of the above sources: Write comments to the City of Lancaster at (661) 722-8024; or mailed to Lancaster City Hall, 44833 Fern Avenue, Lancaster, CA 93534, attention: Mr. Brigitte Degan.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Public Comment Review Period, please contact the City Clerk Department at (661) 722-8024. TO request call the California Relay Service at 1-800-735-2922. Services such as American Sign Language interpreters, reader during the meeting, large print copies of the agenda and/or translation assistance for non-English speakers are available upon reasonable and timely request. To ensure availability, you are advised to chain your request at least 72 hours prior to the meeting you wish to attend. Due to difficulties in receiving sign language interpreters, live or video business meetings are strongly recommended. For additional information, please contact the City Clerk at (661) 722-8024.

BRITTY AVEIT, CMC
City Clerk
City of Lancaster
Published April 10, 2016

DATE: April 6, 2016

AVISO LEGAL
CIUDAD DE LANCASTER
AVISO DE PERIODO DE REVISIÓN/COMENTARIO PÚBLICO
USO PROPUESTO DE LOS FONDOS
PLAN DE ACCIÓN ANUAL/PLAN CONSOLIDADO
PARA LA SUBVENCIÓN DEL DESARROLLO GLOBAL DE LA COMUNIDAD
PROGRAMA DEL AÑO 2016

La ciudad de Lancaster está solicitando revisión y comentarios públicos sobre el uso propuesto de los fondos del subprograma del desarrollo global de la comunidad (GDRC), más comúnmente conocido como el Plan de Acción Anual Consolidado para el Programa del Año 2016, comenzando el 1 de abril de 2016, de conformidad con el Departamento de las Comunidades de Desarrollo de Vivienda y Desarrollo Urbano de Estados Unidos.

El periodo de revisión pública comienza el 10 de abril de 2016, y continúa durante 30 días, todo lo que se requiere por los reguladores federales. La ciudad de Lancaster desea recibir todos los comentarios sobre estos documentos para el día 9 de mayo de 2016.

El Plan de Acción Anual más consolidado se encuentra en línea y se presenta al Departamento de Vivienda y Desarrollo Urbano (HUD) para permitir a la Ciudad de Lancaster, así como a administraciones municipales y a los ciudadanos locales, tener acceso a los fondos federales de desarrollo global de la comunidad para proyectos de vivienda y desarrollo.

El Plan de Acción Anual más consolidado del programa para el Año 2016 y el uso propuesto para hacer frente a las necesidades y objetivos de vivienda en el plan consolidado de la Ciudad de Lancaster. Para el programa del año 2016 con un periodo de acción de 2016, la ciudad de Lancaster coopera con el uso de los fondos de desarrollo comunitario (CDCR) que se encuentran en los siguientes fondos de financiación:

Nueve fondos de ayuda fiscal: \$1,291,581.00
 Fondos de presupuesto: \$ 103,000.00
 Total: \$1,394,581.00

1. Proyecto No. 16-01 - Administración del programa - se refiere por los costos asociados con la administración del Programa GDRC. Presupuesto del proyecto: \$23,000.

2. Proyecto No. 16-02 - Servicios de vivienda para cubrir los costos del alquiler asociados con la prestación de servicios requeridos por el gobierno federal al vivienda. Presupuesto del proyecto: \$50,000.

3. Proyecto No. 16-03 - Desplazamiento de la vivienda de personas sin hogar - para pagar las pérdidas de alquiler para ayudar a la vivienda pública y a otros roles económicos que conducen a la creación de empleo para las personas de bajos ingresos moderados. Presupuesto del proyecto: \$25,000.

4. Proyecto No. 16-04 - Construcción de viviendas de personas sin hogar - para pagar un préstamo alquilador para ayudar a la adquisición de la propiedad para la construcción de una nueva planta de Acantilado de la ciudad de Lancaster, dentro del área de desarrollo central del proyecto. Presupuesto del proyecto: \$61,178.

5. Proyecto No. 16-05 - Construcción de viviendas de personas sin hogar - para pagar un préstamo alquilador para ayudar a la construcción del nuevo Centro de niños del Valle del Anillo, dentro del área de desarrollo central del proyecto. Presupuesto del proyecto: \$91,191.

6. Proyecto No. 16-06 - Evaluación de la vivienda de personas sin hogar - para pagar un préstamo alquilador para ayudar a los alquileres públicos y actividades de desarrollo comunitario de vivienda. Se refiere por los costos asociados con el desarrollo de vivienda y la eliminación de los costos que se asocian con el desarrollo de vivienda.

7. Proyecto No. 16-07 - Construcción de viviendas de personas sin hogar - para cubrir los costos asociados con la construcción de viviendas de personas sin hogar.

8. Proyecto No. 16-08 - Servicios de Hogar - Financiamiento para apoyar y asistencia en los servicios de la fuerza de trabajo, incluyendo los costos asociados con la operación y mantenimiento de la instalación para cubrir necesidades y costos de alquiler, presupuesto de proyecto: \$193,000.

9. Proyecto No. 16-09 - Rehabilitación de viviendas de personas sin hogar - Financiamiento para apoyar la reparación de viviendas de personas sin hogar, presupuesto de proyecto: \$30,000.

10. Proyecto No. 16-10 - Plan Maestro de Desarrollo Comunitario de la Avenida Franklin - para cubrir los costos asociados con la preparación de los planes maestros y otros documentos necesarios para desarrollar la tierra pública y vivienda asequible para los hogares de muy bajos y bajos ingresos. Presupuesto del proyecto: \$35,000.

11. Proyecto No. 16-11 - Plan Maestro de Desarrollo Comunitario de la Avenida Calle División - para cubrir los costos asociados con la preparación de los planes maestros y otros documentos necesarios para desarrollar la tierra pública y vivienda asequible para los hogares de muy bajos y bajos ingresos. Presupuesto del proyecto: \$61,000.

12. Proyecto No. 16-12 - Plan Maestro de Desarrollo Comunitario de la Avenida S. St. Street West - para cubrir los costos asociados con la preparación de los planes maestros y otros documentos necesarios para desarrollar la tierra pública y vivienda asequible para los hogares de muy bajos y bajos ingresos. Presupuesto del proyecto: \$61,000.

13. Proyecto No. 16-13 - Plan Maestro de Desarrollo Comunitario de la Avenida S. Street West - para cubrir los costos asociados con la preparación de los planes maestros y otros documentos necesarios para desarrollar la tierra pública y vivienda asequible para los hogares de muy bajos y bajos ingresos. Presupuesto del proyecto: \$61,000.

El Proyecto del Plan de Acción Anual Consolidado para el Año 2016, según disponible el 10 de abril de 2016, para revisión pública en la página web de la Ciudad de Lancaster (www.ciudadlanaster.org) en la Biblioteca Pública de Condado de Lancaster, el Centro de Mayores de Lancaster y el Centro de los Padres Unidos, y en Lancaster City Hall, Departamento de Vivienda y Desarrollo de la comunidad, 4430 Park Avenue, Third Floor, Lancaster, PA 17602, y en las bibliotecas y centros comunitarios que no pueden acceder a una de las direcciones anteriores. Los comentarios pueden ser enviados por fax al (661) 723-0270, o por correo a: Lancaster City Hall, 4430 Park Avenue, Lancaster, PA 17602, atención Srta. Siljea Leggett.

La implementación de la Ley de Americanos con Discapacidades y modificaciones especiales para participar en este periodo de comentario público, por favor, póngase en contacto con la Secretaría Municipal al (661) 723-0270. Los usuarios de TDD pueden llamar al Servicio de interpretación TDD de la Ciudad al: (661) 723-0270. Los servicios tales como intérprete de lenguaje de señas en los eventos de la ciudad, así como intérpretes, grandes y pequeñas impresiones de la agenda y asistencia de traducción para personas que no hablan inglés están disponibles bajo petición razonable y oportuna. Para asegurar la disponibilidad, se aconseja realizar su solicitud por lo menos 72 horas antes de la reunión (si es posible) que se desea asistir. Debido a las dificultades en la obtención de intérpretes de lenguaje de señas, es muy recomendable hacer sus solicitudes de asistencia de intérprete de lenguaje de señas en un momento temprano en el día por favor, póngase en contacto con la Secretaría de la Ciudad al (661) 723-0270.

BRITTAVRIT, CMC
 Secretaria de la Ciudad
 Ciudad de Lancaster

Publicado: - La Prensa (Lancaster Public)
 Publicado: - Lancaster City Hall
 - Biblioteca de Lancaster
 - Centro de Mayores de Lancaster
 - Oficina de Centros de Servicios Unidos

AFFIDAVIT OF PUBLICATION

(2015 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

LEGAL NOTICE
ACTION PLAN

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 Anaheim 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 admitted 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 22626; Modified Case Number 65770 April 11, 1936, also operating as the Ledger-Graphic, admitted a legal newspaper June 15, 1937, by Superior Court order No. 234545, also operating as the Ocean-Miller News, formerly known as the South Anaheim Valley Football News, adjudicated a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California on May 29, 1937, Case Number N9354 and adjudicated a newspaper of general circulation for the City of Lancaster, State of California on January 26, 1939, Case Number N343214, Modified October 22, 1940, Case No. 234545, of which the attached is a printed copy (set in type not smaller than newspaper), has been published in each regular and extra issue of said newspaper and set in type and printed in the following dates, to-wit:

May 14, 2016

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

Sharon Arnold
Signature

Dated: May 16, 2016

Executed at Palmdale, California

Valencia Press

37401 SIENNA HWY., PALMDALE CA 93550
Telephone (661)267-4112 fax (661)947-4870

The space is for filing serial only

LEGAL NOTICE
CITY OF LANCASTER
NOTICE OF PUBLIC HEARING
PROPOSED 2016 FUNDRAISING ANNUAL ACTION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUND
PROGRAM YEAR
2016 PROGRAM YEAR

Public Hearing shall be held at the City Council of the City of Lancaster on Wednesday, May 25, 2016 at 6:00 PM at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201. The purpose of this public hearing is to receive public comments on the proposed 2016 Program Year Action Plan for the City of Lancaster. The City Council will meet at 6:00 PM on Wednesday, May 25, 2016 at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201. The public hearing will be held at 6:00 PM on Wednesday, May 25, 2016 at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201. The public hearing will be held at 6:00 PM on Wednesday, May 25, 2016 at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201. The public hearing will be held at 6:00 PM on Wednesday, May 25, 2016 at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201. The public hearing will be held at 6:00 PM on Wednesday, May 25, 2016 at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201.

DATE OF PUBLIC HEARING: May 25, 2016
TIME OF HEARING: 6:00 PM
LOCATION OF HEARING: City Council Chambers
Lancaster, CA 93201

All interested parties are invited to attend the public hearing to discuss the proposed 2016 Program Year Action Plan for the City of Lancaster. The public hearing will be held at 6:00 PM on Wednesday, May 25, 2016 at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201. The public hearing will be held at 6:00 PM on Wednesday, May 25, 2016 at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201. The public hearing will be held at 6:00 PM on Wednesday, May 25, 2016 at the City Council Chambers, 450 West 11th Street, Lancaster, CA 93201.

- 1. Project No. 18-01 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 2. Project No. 18-02 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 3. Project No. 18-03 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 4. Project No. 18-04 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 5. Project No. 18-05 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 6. Project No. 18-06 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 7. Project No. 18-07 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 8. Project No. 18-08 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 9. Project No. 18-09 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.
- 10. Project No. 18-10 - Community Development: To cover the costs of the 2016 Program Year for the City of Lancaster. Project Budget: \$100,000.

Signature: _____
City Clerk

Public Hearing: Saturday, May 25, 2016

AVISO LEGAL
CIUDAD DE LANCASTER

AVISO DE AUDIENCIA PÚBLICA
 PLAN DE ACCIÓN CONTROLADO PLAN ANUAL DE PROPUESTA
 PARA LA SUBVENCIÓN DEL DESARROLLO URBANO DE LA COMUNIDAD (CDBG)
 PROGRAMA DEL AÑO 2016

Se hace saber que el Consejo de la Ciudad de Lancaster invita a un servicio público público para recibir comentarios y sugerencias sobre el plan controlado propuesto para el plan de acción para el año 2016 del Programa de Subvención del Desarrollo Urbano de la Comunidad (CDBG) para el Programa del Año 2016, a partir de julio 1, 2016, como parte de su cumplimiento con el Artículo 90 de la Constitución y Desarrollo Urbano de la Comunidad de Lancaster.

FECHA DE AUDIENCIA PÚBLICA: 31 de mayo, 2016
 HORA DE LA AUDIENCIA: 5:00 p.m.
 UBICACIÓN DE LA AUDIENCIA: Cámara del Consejo
 (Cámara City Hall)
 4538 North First Avenue

Tienen los programas interesados en esta invitación a recibir a la audiencia y comentar sobre el plan de acción propuesto para el programa CDBG del año 2016. A la ciudad de Lancaster, California, para el año 2016, el plan de acción para el año 2016 del Programa de Subvención del Desarrollo Urbano de la Comunidad (CDBG) para el Programa del Año 2016, a partir de julio 1, 2016, como parte de su cumplimiento con el Artículo 90 de la Constitución y Desarrollo Urbano de la Comunidad de Lancaster.

Para el programa del año 2016, el plan de acción para el año 2016 del Programa de Subvención del Desarrollo Urbano de la Comunidad (CDBG) para el Programa del Año 2016, a partir de julio 1, 2016, como parte de su cumplimiento con el Artículo 90 de la Constitución y Desarrollo Urbano de la Comunidad de Lancaster.

1. Proyecto No. 16-01 - Administración del programa - para cubrir los costos asociados con la administración del Programa CDBG. Presupuesto del proyecto: \$221,100.
 2. Proyecto No. 16-02 - Reparación de Viviendas CDBG - para cubrir los costos del cuidado asociados con la prestación de servicios requeridos por el gobierno federal de vivienda. Presupuesto del proyecto: \$221,100.
 3. Proyecto No. 16-03 - Proyecto de Desarrollo de Vivienda de Prohibido a Sección 108 - para apoyar un programa asegurado para ayudar en la mejora pública y el desarrollo económico que comienza en el área de desarrollo para personas de ingresos bajos/intermedios. Presupuesto del proyecto: \$27,500.
 4. Proyecto No. 16-04 - Dirección de Construcción de Viviendas Accesibles - para apoyar la rehabilitación de viviendas para personas de ingresos bajos/intermedios. Presupuesto del proyecto: \$31,128.
 5. Proyecto No. 16-05 - Dirección de Viviendas de Personas con Necesidades Especiales - para pagar un préstamo otorgado para ayudar en la construcción del nuevo Centro de Rehabilitación de Viviendas Accesibles. Presupuesto del proyecto: \$95,191.
 6. Proyecto No. 16-06 - Dirección de Viviendas de Personas con Necesidades Especiales - para apoyar un programa para ayudar en las mejoras públicas y actividades de desarrollo económico asociadas de viviendas para la construcción de viviendas asequibles y el mejoramiento de las condiciones que surten a través del desarrollo de instalaciones recreativas. Presupuesto del proyecto: \$34,100.
 7. Proyecto No. 16-07 - Construcción de Viviendas Accesibles - para cubrir los costos asociados con los servicios de Café Fortalecimiento que los servicios de apoyo educativos de la ciudad. Presupuesto del proyecto: \$22,500.
 8. Proyecto No. 16-08 - Proyecto de Vivienda de Prohibido a Sección 108 - para apoyar un programa asegurado para ayudar en la mejora pública y el desarrollo económico que comienza en el área de desarrollo para personas de ingresos bajos/intermedios. Presupuesto del proyecto: \$3,600.
 9. Proyecto No. 16-09 - Proyecto de Vivienda de Prohibido a Sección 108 - para apoyar un programa asegurado para ayudar en la mejora pública y el desarrollo económico que comienza en el área de desarrollo para personas de ingresos bajos/intermedios. Presupuesto del proyecto: \$30,000.
 10. Proyecto No. 16-10 - Proyecto de Vivienda de Prohibido a Sección 108 - para apoyar un programa asegurado para ayudar en la mejora pública y el desarrollo económico que comienza en el área de desarrollo para personas de ingresos bajos/intermedios. Presupuesto del proyecto: \$30,000.
 11. Proyecto No. 16-11 - Plan Educativo de Donación de Alimentos - para apoyar un programa para ayudar en la mejora pública y el desarrollo económico que comienza en el área de desarrollo para personas de ingresos bajos/intermedios. Presupuesto del proyecto: \$60,000.
 12. Proyecto No. 16-12 - Programa de Vivienda de Prohibido a Sección 108 - para apoyar un programa asegurado para ayudar en la mejora pública y el desarrollo económico que comienza en el área de desarrollo para personas de ingresos bajos/intermedios. Presupuesto del proyecto: \$2,000.
 13. Proyecto No. 16-13 - Proyecto de Vivienda de Prohibido a Sección 108 - para apoyar un programa asegurado para ayudar en la mejora pública y el desarrollo económico que comienza en el área de desarrollo para personas de ingresos bajos/intermedios. Presupuesto del proyecto: \$20,000.
- | | |
|------------------------|-----------------|
| Proyectos y programas: | \$ 1,000,000.00 |
| Total: | \$1,251,251.00 |

La ciudad de Lancaster solicita que la ciudad de Lancaster solicite a las actividades que involucran a las personas de ingresos bajos y moderados en el desarrollo de los programas de vivienda de la ciudad.

Para el Programa del Año 2016, la Ciudad quiere ganar el 10% de los fondos CDBG. Si usted desea para la administración de las actividades, un proyecto que beneficia principalmente a personas de ingresos bajos y moderados, al menos a una persona. Para más información, consulte el artículo 90 de la Constitución.

La ciudad de Lancaster quiere recibir comentarios sobre el plan de acción para el programa CDBG del año 2016, a partir de julio 1, 2016, como parte de su cumplimiento con el Artículo 90 de la Constitución y Desarrollo Urbano de la Comunidad de Lancaster.

Los comentarios sobre el plan de acción para el programa CDBG del año 2016, a partir de julio 1, 2016, como parte de su cumplimiento con el Artículo 90 de la Constitución y Desarrollo Urbano de la Comunidad de Lancaster.

En cumplimiento con la ley de Acceso a la Información Pública, esta invitación pública a todos en un lugar accesible para las personas con discapacidades. Si necesita asistencia especial para participar en esta invitación pública, por favor, llame al 951-723-5620. Los miembros del TDD pueden llamar al Servicio de Interpretación de TDD de California al 1-800-735-2929. Los intérpretes de lenguaje de señas en mano, en la ciudad de Lancaster, pueden proporcionar servicios de interpretación de TDD. Si necesita asistencia para personas que no hablan inglés, puede obtener información y programas.

Para asegurar la disponibilidad de intérpretes de TDD, se solicita que las personas con discapacidades que necesitan asistencia para participar en esta invitación pública, por favor, llame al 951-723-5620. Los miembros del TDD pueden llamar al Servicio de Interpretación de TDD de California al 1-800-735-2929. Los intérpretes de lenguaje de señas en mano, en la ciudad de Lancaster, pueden proporcionar servicios de interpretación de TDD. Si necesita asistencia para personas que no hablan inglés, puede obtener información y programas.

BRITT AVRI, CMC
 Secretario de la ciudad
 Ciudad de Lancaster

Publicado: La Prensa (Aviso Público)
 Publicado: Lancaster City Hall
 4538 North First Avenue
 Ciudad de Lancaster, California

Council Action

APP 4-0

STAFF REPORT City of Lancaster

PH 1

05/24/16

MVB

m/b

Date: May 24, 2016
To: Mayor Parris and City Council Members
From: Elizabeth Brubaker, Director Housing & Neighborhood Revitalization ^{EB}
Subject: **Approval of the Community Development Block Grant (CDBG) 2016 Program Year Action Plan**

Recommendation:

Approve the proposed projects described herein for the City of Lancaster's 2016 One-Year Action Plan application to be submitted to the United States Department of Housing and Urban Development.

Fiscal Impact:

Fiscal impact is estimated at \$1,291,581 in new Community Development Block Grant (CDBG) entitlement funds and \$100,000 of reprogrammed CDBG 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 2016 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 2016 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 2016 Program Year:

1. Planning / Administration	\$223,300
2. Fair Housing Services	\$35,000
3. Repayment of Section 108 Loan -	\$248,155
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)	\$27,830
5. Repayment of Section 108 Loan - (Mental Health Association)	\$91,178
6. Repayment of Section 108 Loan - (Children's Center)	\$93,191
7. Code Enforcement Officers	\$220,000
8. Homelessness Services	\$193,000
9. Emergency Rehabilitation Grant Program*	\$50,000
10. Master Plan Community Development Avenue I - Tentative and Final Maps	\$38,500
11. Master Plan Community Development Avenue I/Division Street - Tentative and Final Maps	\$60,000
12. Master Plan Community Development Avenue J/15 th Street West - Tentative and Final Maps	\$61,427
13. Master Plan Community Development Avenue J/15 th Street West - Environmental Impact Report*	\$50,000

2016-2017 CDBG Entitlement Funding:.....	\$1,291,581
Reprogrammed Funding*.....	\$100,000
Total Project Funding:.....	\$1,391,581

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 2016-17 program year for a period of at least 30-days starting on April 10, 2014 and ending May 9, 2016 in accordance with HUD guidelines and the City of Lancaster's approved Citizen Participation Plan of the 2015 - 2020 Consolidated Plan.

The list of proposed projects for the 2016 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, 2016, the start of the 2016 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.



CITY OF LANCASTER
CONSOLIDATED ANNUAL ACTION PLAN
2016-2017

APPENDIX B
Grantee Unique Appendices

- Low Income and Minority Distributions Maps
- Neighborhood Project Maps
- Code Enforcement Project Map
- Section 108 Loan Project Maps
- Fair Housing Subrecipient Agreement
- Lancaster Community Shelter Subrecipient Agreement
- CDBG Proposed Projects Fiscal Year 2016-2017

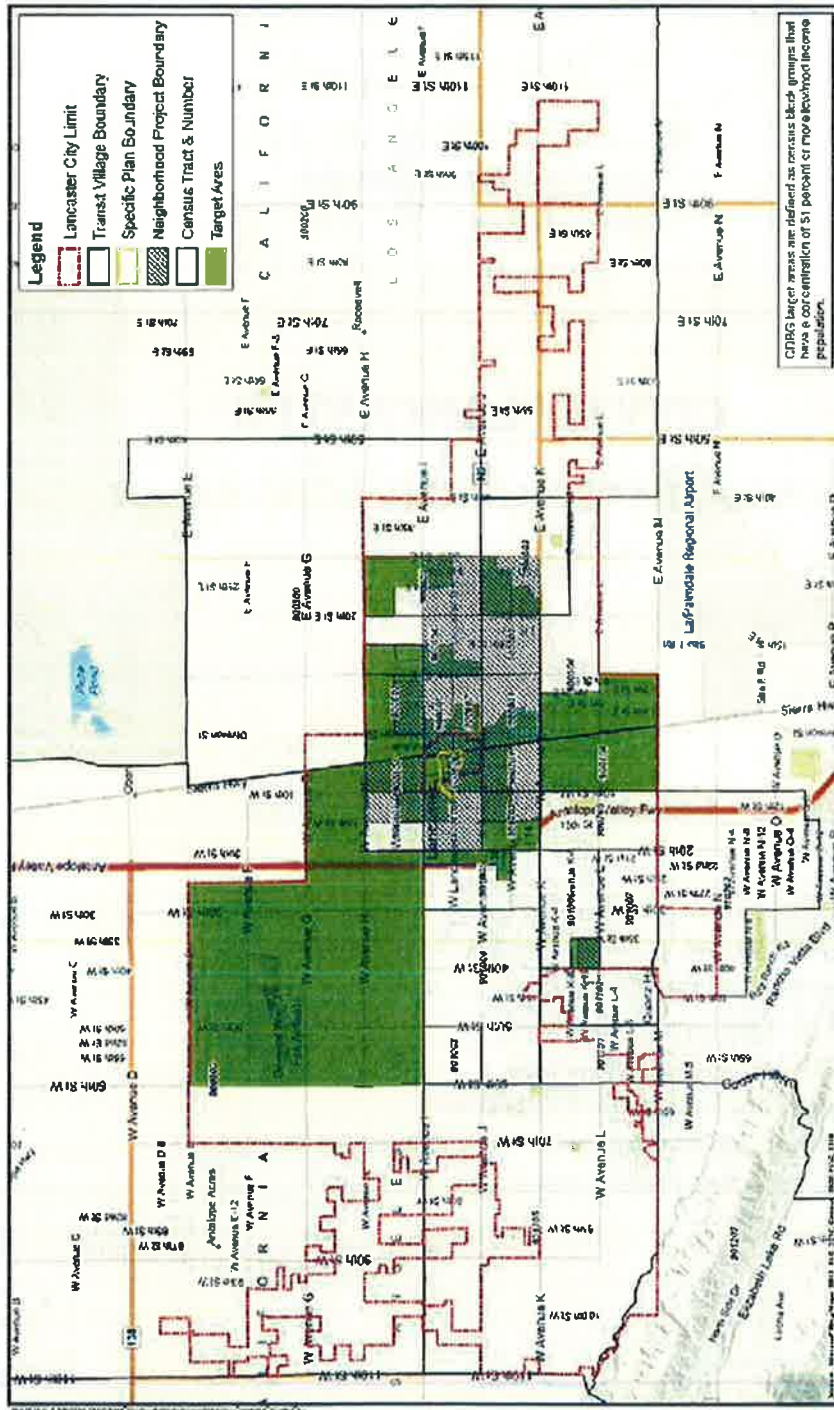


Figure A-1
CDBG Target Area
PMC

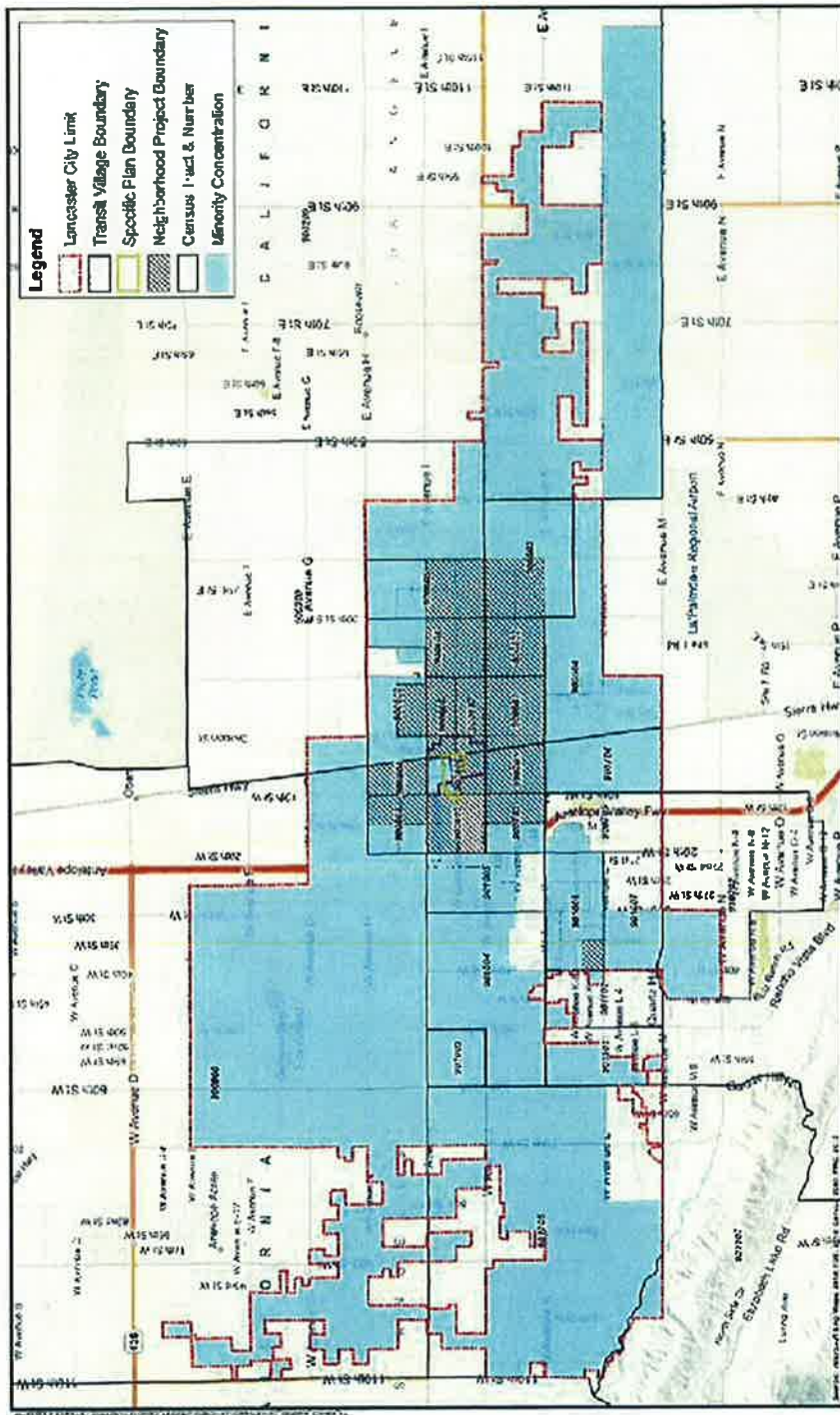
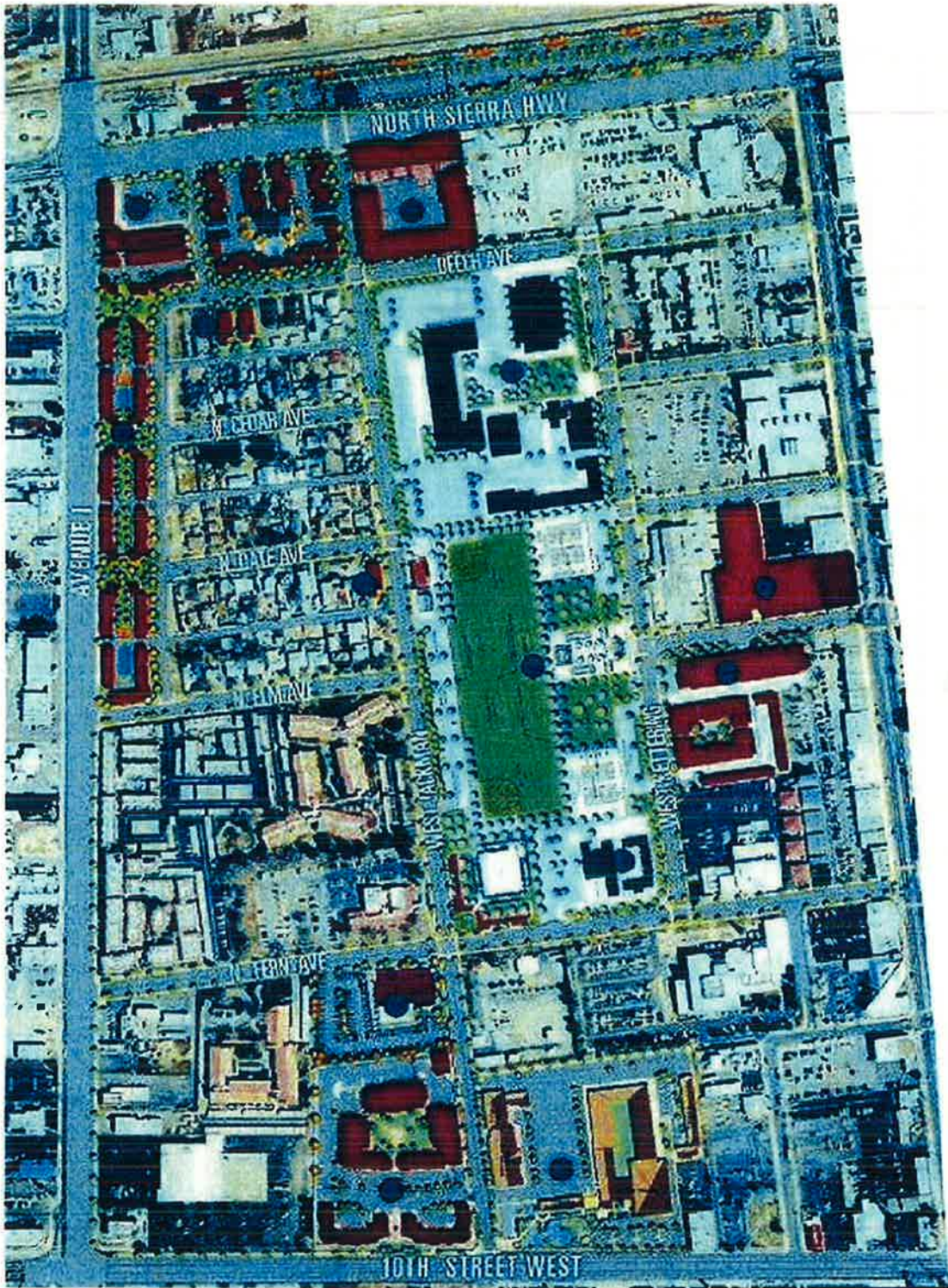
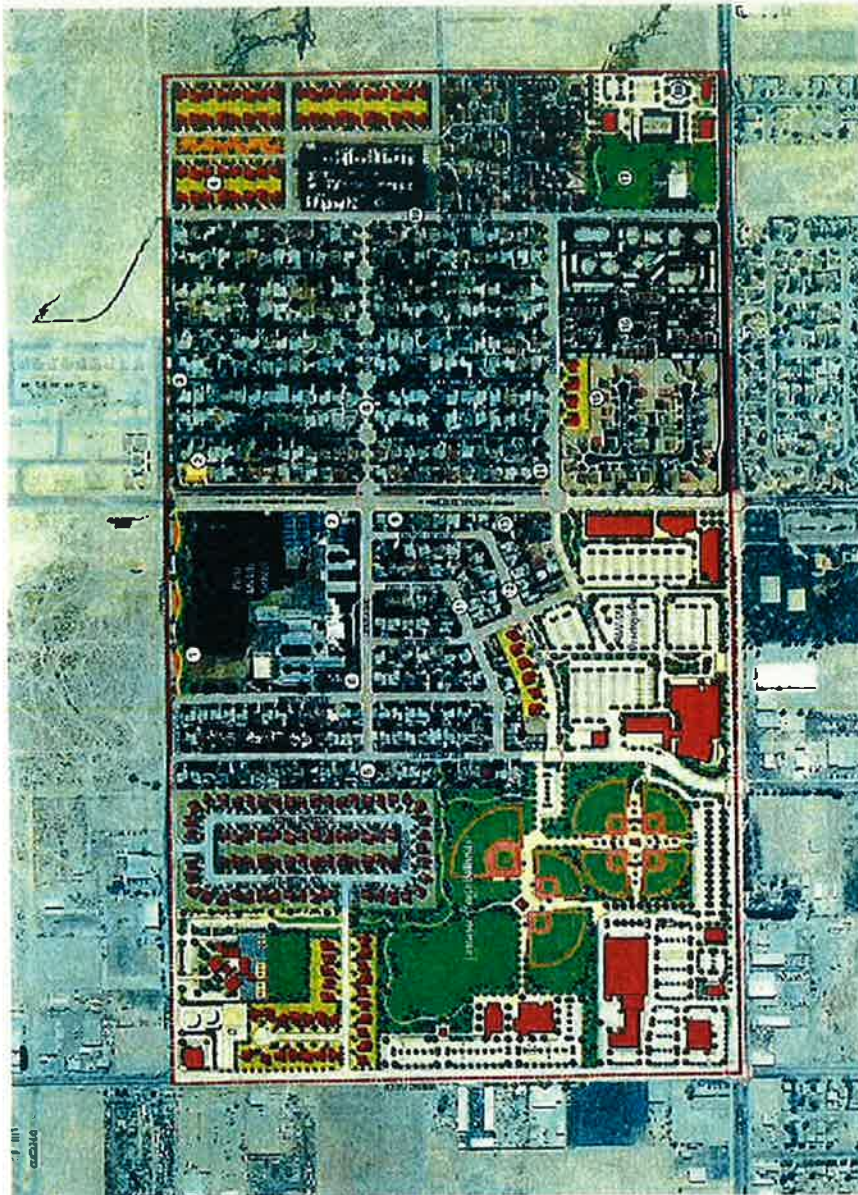


Figure A-2
Minority Concentration
PMIC



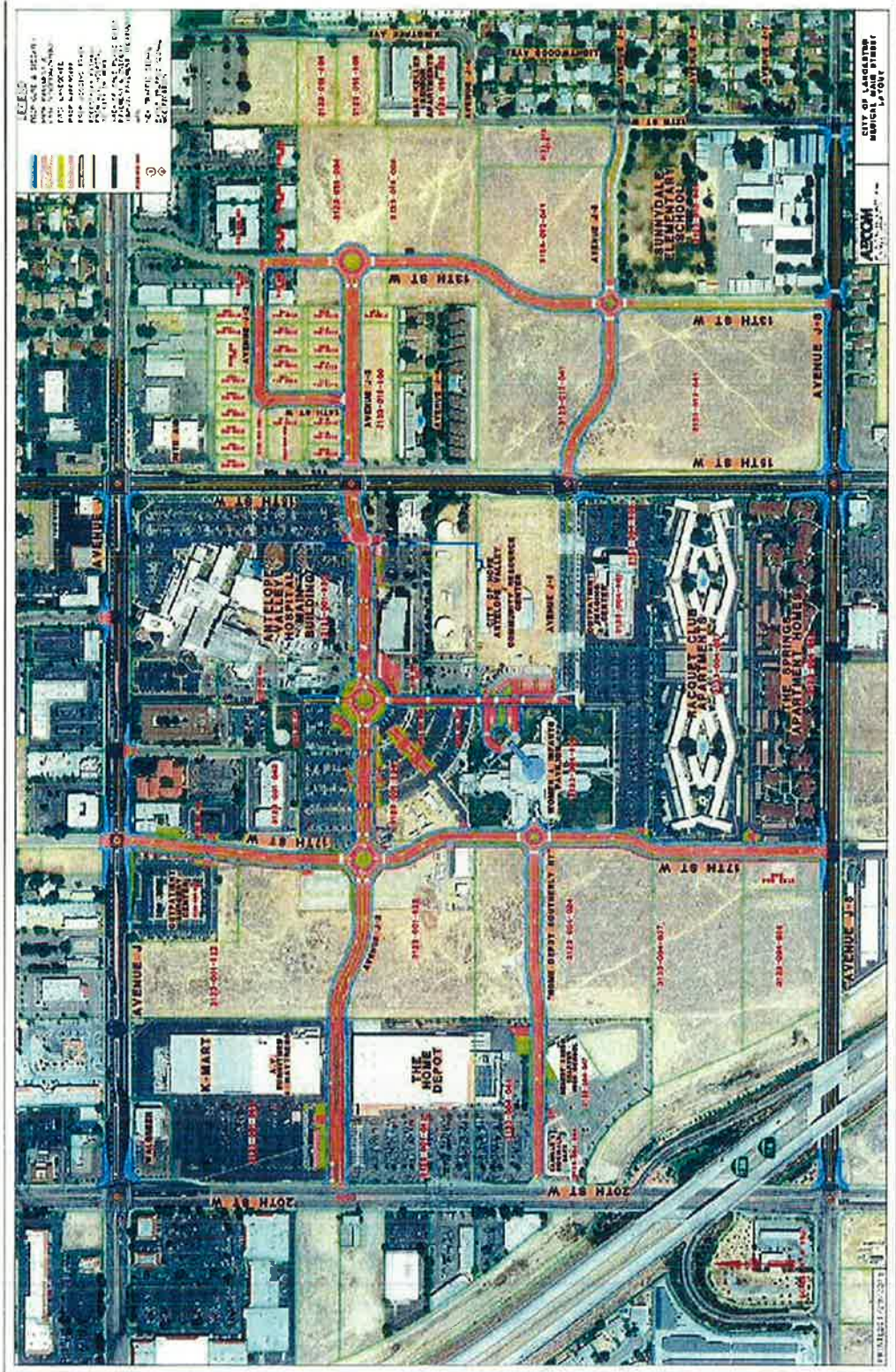
AVENUE I PLAN





AVENUE / DIVISION STREET PLAN

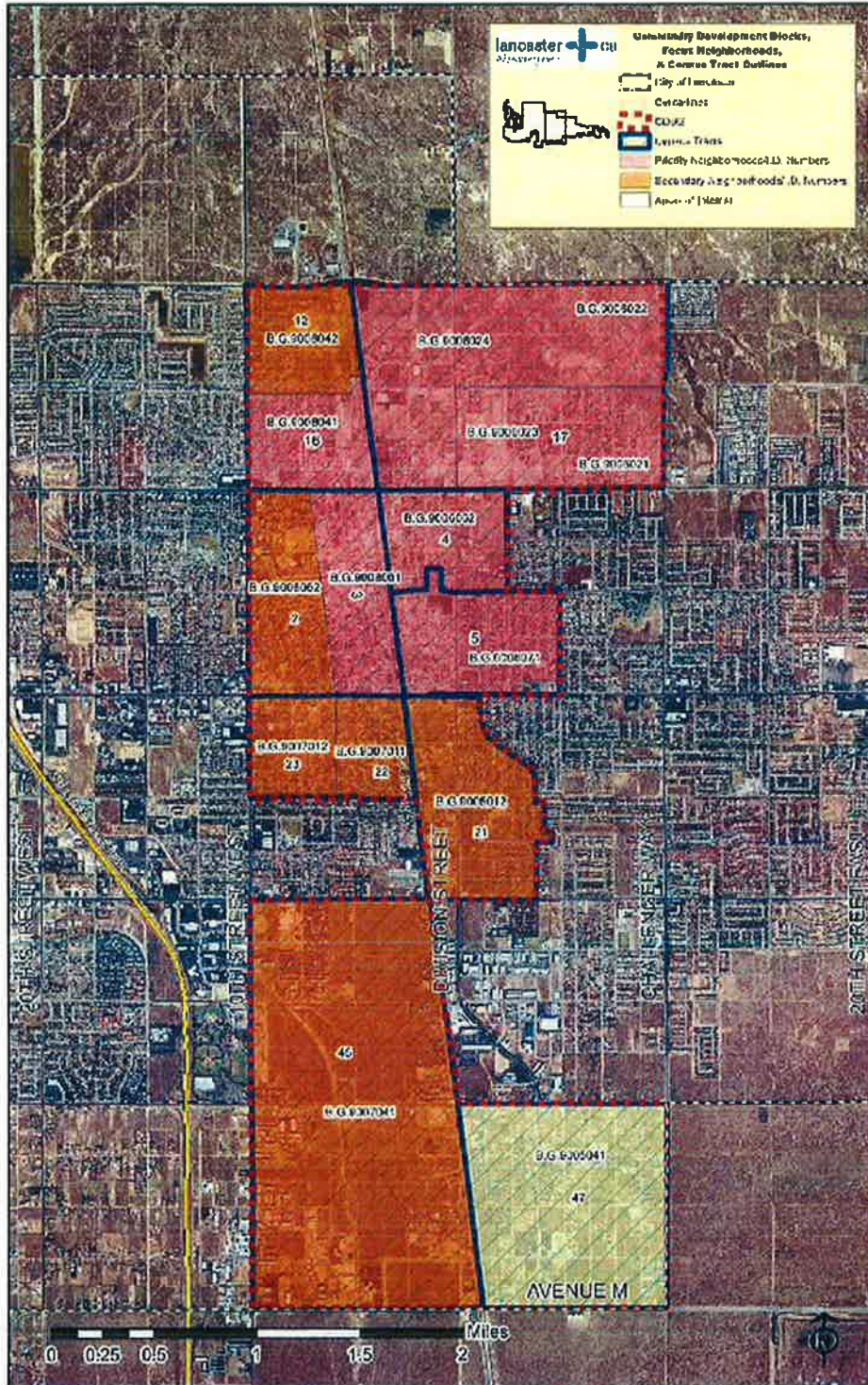




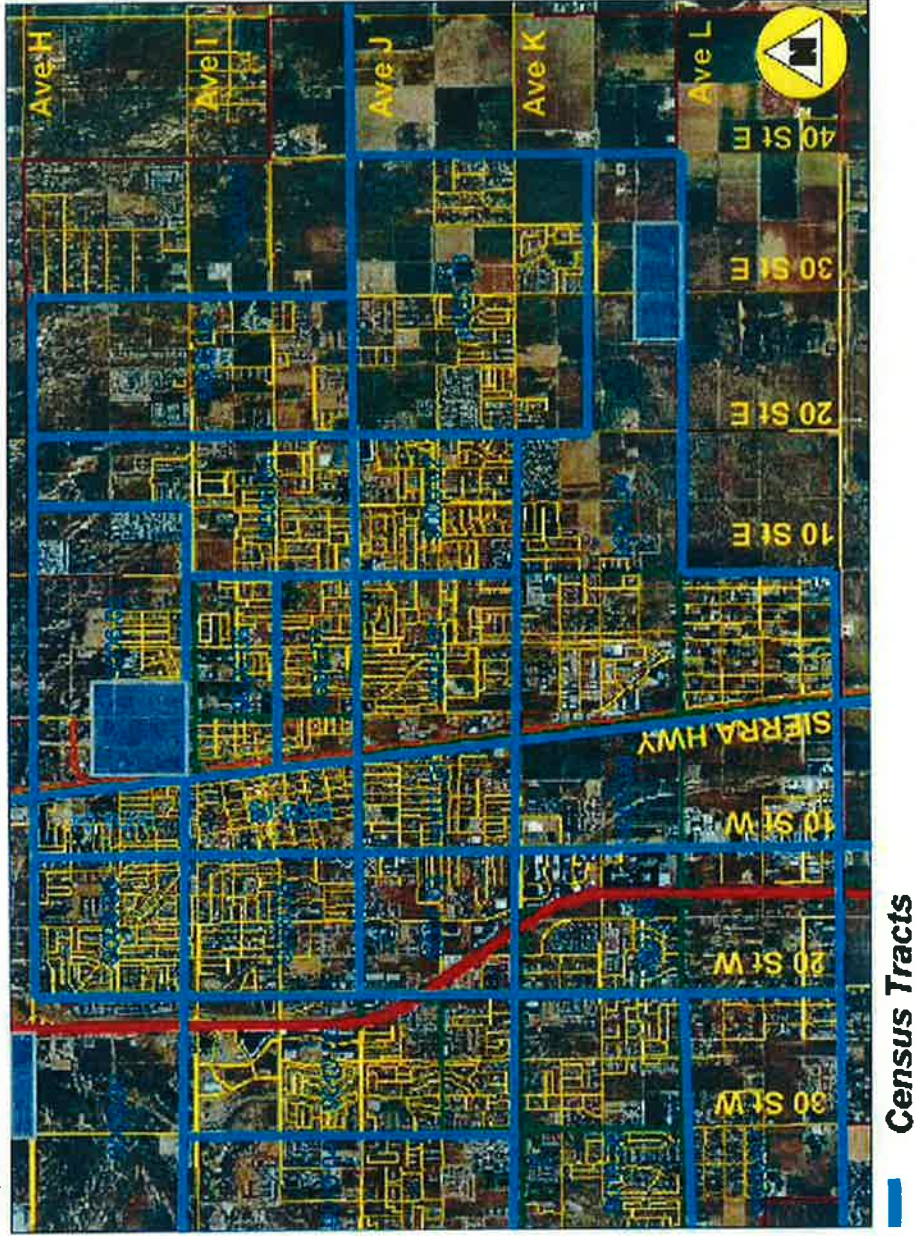


AVENUE J/15TH STREET WEST PLAN



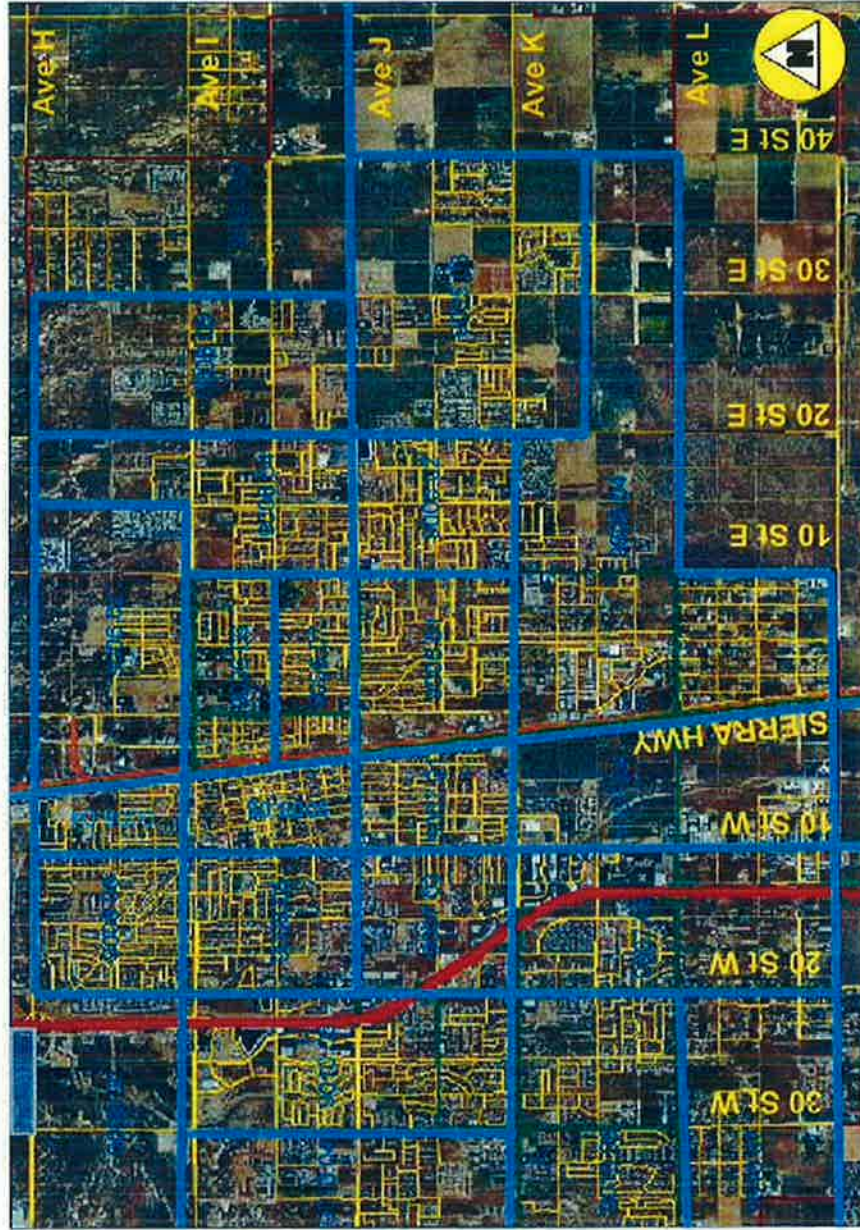


City of Lancaster — Old Fairgrounds, Foxfield, Soccer Complex

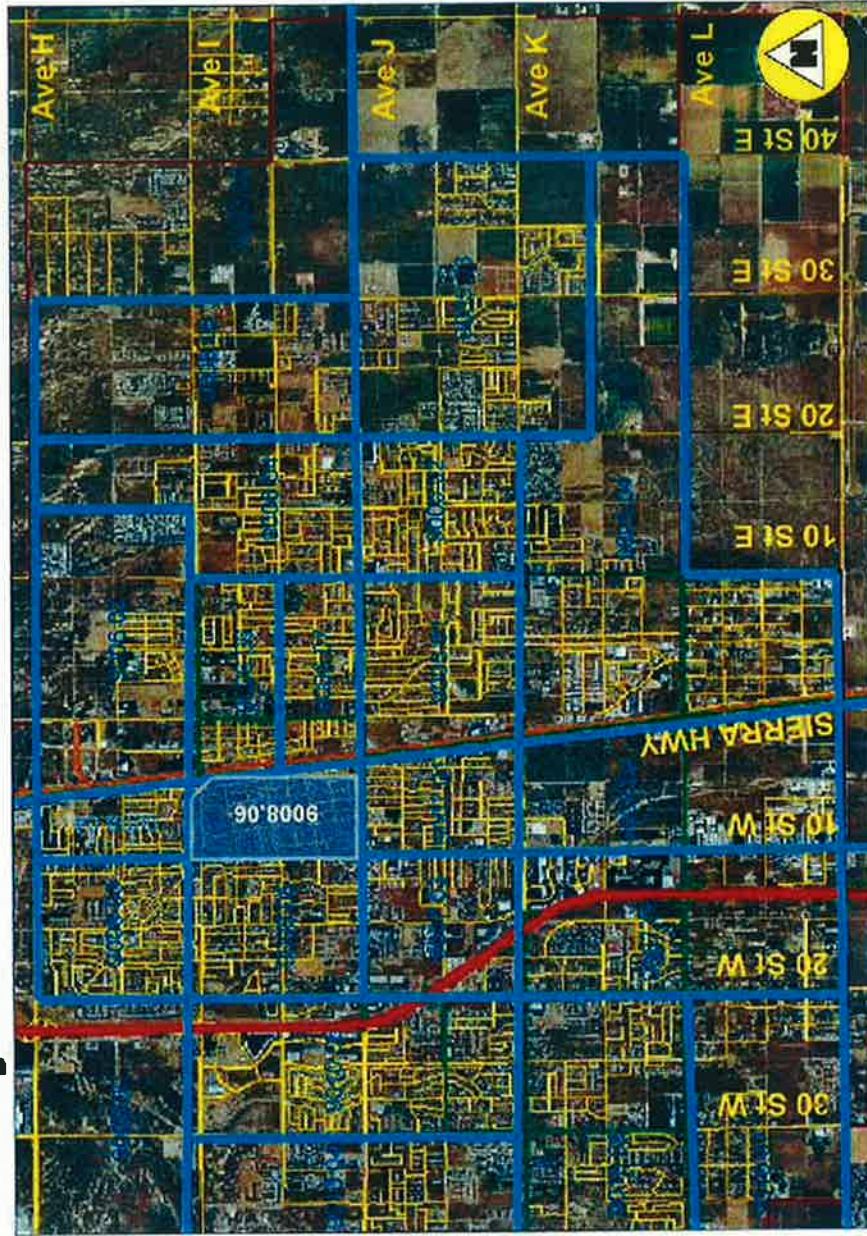


Census Tracts

City of Lancaster – Foxfield Infrastructure



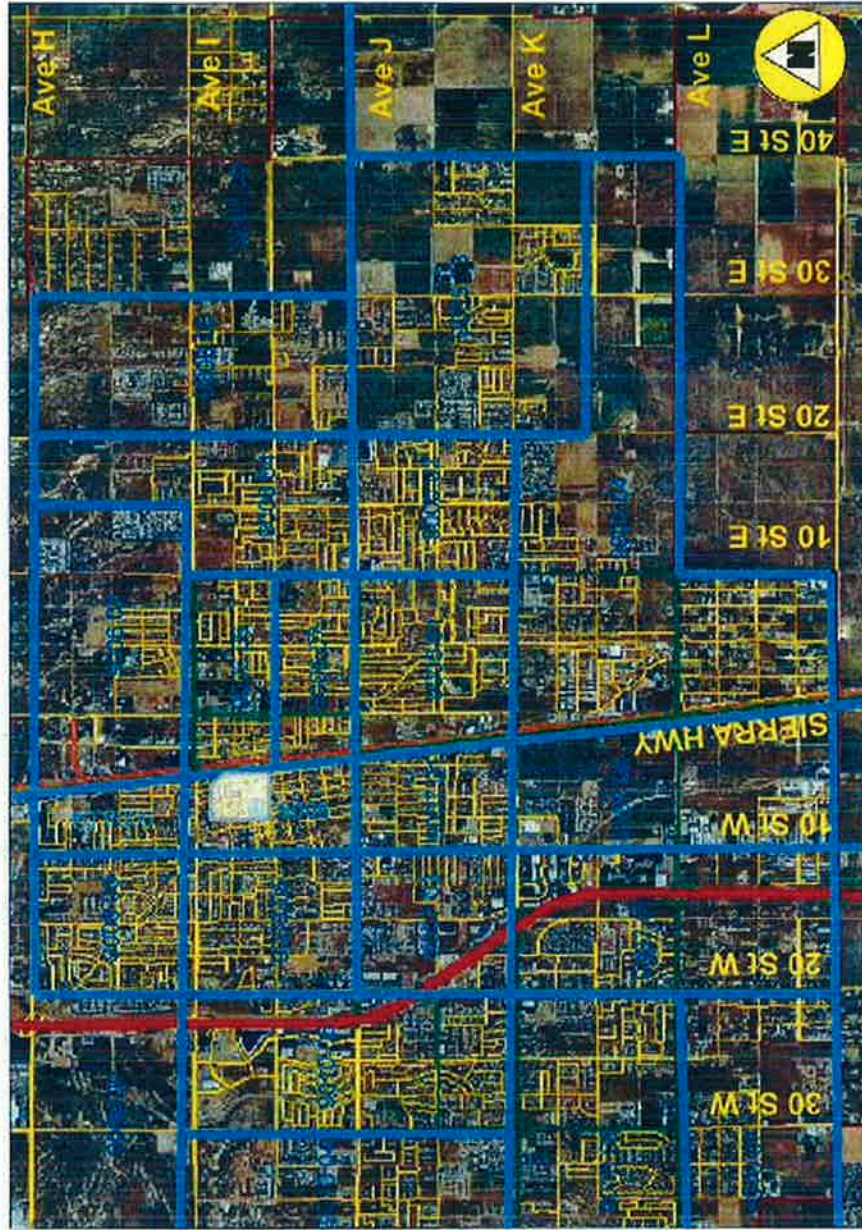
City of Lancaster – Children’s Center



Low/Mod 9008.06 Average 81.6%

Census Tracts

City of Lancaster – MHA



— Census Tract

Low/Mod 9008.06 Average 81.6%

App 4-0

STAFF REPORT
City of Lancaster

CC 11
05/24/16
MVB

Date: May 24, 2016

To: Mayor Parris and City Council Members

From: Elizabeth Brubaker, Director of Housing & Neighborhood Revitalization ^{EB}

Subject: **Approval of a Sub-Recipient Agreement with Grace Resources for Administration of the Lancaster Homeless Shelter**

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 2016 Community Development Block Grant (CDBG) Program Year.

Fiscal Impact:

The amount of \$193,000 is to be allocated from the 2016 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.

Attachment:

Agreement

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

ORIGINAL

This **CDBG SUBRECIPIENT AGREEMENT (Fair Housing Services)** ("Agreement") is made and entered into as of May 24, 2016, 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 "ICD Act"), and the regulations promulgated thereunder at 24 CFR part 570 ("CDBG Regulations"; and, together with the ICD 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(c), 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 2015/16 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 April 26, 2016, 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)(13).

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 1st day of July, 2016 and end on the 30th day of June, 2017 ("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 2016-17 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 \$35,000.00. 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 reflecting 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 (iv) 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 1150
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 Bruhaker
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(u)(2)(B) and evidence satisfaction of the national objective set forth at 24 CFR 570.200(i)(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 surname 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-111, "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:

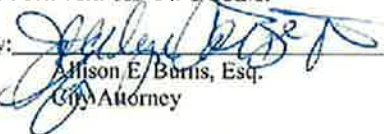
CITY OF LANCASTER,
a municipal corporation and charter city

By: 
Mark V. Bozigian
City Manager


ATTEST:

By: 
Britt Avrit, CMC
City Clerk

APPROVED AS TO FORM:

By: 
Allison E. Burris, Esq.
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

DOCSOC/1663295v5/022283-0050



April 26, 2016
VIA E-MAIL

Brigitte Ligons
Senior Projects Coordinator
City of Lancaster
Department of Housing & Neighborhood Revitalization
bligons@cityoflanasterca.org

RE: Fair Housing Services to the City of Lancaster

Dear Ms. Ligons:

The Housing Rights Center would like to provide fair housing services to the City of Lancaster for the Fiscal Year 2016-2017 for the proposed amount of \$35,000. 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, 2016 through June 30, 2017.

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

Thank you,

Chancecla Al-Mansour
Executive Director
Housing Rights Center
calmansour@housingrightscenter.org
Tel.: (800) 477-5977, ext. 1111



April 26, 2016
VIA E-MAIL.

Brigitte Ligons
Senior Projects Coordinator
City of Lancaster
Department of Housing & Neighborhood Revitalization
bligons@cityoflanasterca.org

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Thank you,

Chancela Al-Mansour
Executive Director
Housing Rights Center
calmansour@housingrightsceneter.org
Tel.: (800) 477-5977, ext. 1111

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

April 27, 2016

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I. Executive Summary

This year, the Southern California Housing Rights Center (dba Housing Rights Center) celebrates our 48th 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. HRC is the largest community-based fair housing agency in the United States, offering the widest and most comprehensive array of fair housing services. During its 47-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, 2016 through June 30, 2017. 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.

From **January 1, 2015 to December 31, 2015**, HRC received 1,157 housing discrimination inquiries. The agency opened and thoroughly investigated 653 housing discrimination cases. HRC found sufficient evidence of discrimination to warrant enforcement activity in 61% of the 653 cases for 2015. HRC successfully conciliated 57% of these cases, which typically means that the clients were able to retain their housing. Of these 653 cases: 16% of the clients withdrew their complaint; 1% was referred to another agency. (Figure 1)

Figure 1



II. Statement of Work

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. The agency conducts 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, the agency makes 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, the agency makes 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 "complaint 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, the agency encourages 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. The agency also tracks 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. The agency has 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, HRC 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, 2011 through March 31, 2016, HRC assisted Lancaster residents with housing discrimination and general housing complaints as follows.

Lancaster Direct Services
(Updated April 25, 2016)

	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	Total
Summary of Direct Services						
General Housing	434	423	435	392	332	2,016
Total Discrimination Complaints	61	36	22	34	21	174
Resolved	42	24	15	24	16	121
Case Opened	19	12	7	10	5	53
Total	495	459	457	426	353	2,190
Discrimination Case Dispositions						
Successful Conciliation	4	4	2	3	1	14
Referred to Litigation Dept.	0	0	0	0	0	0
Referred to DFEH	0	0	0	0	0	0
Client Withdrew	0	1	2	1	0	4
No Enforcement Possible	15	7	3	5	0	30
Pending	0	0	0	1	4	5
Total	19	12	7	10	5	53

* July 1, 2015 through March 31, 2016

III. Qualifications and Experience

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.

1. Telephone and Walk-In Counseling Services

The majority of clients HRC assists 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. HRC's 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. The agency continuously develops and distributes written materials that describe the applicable laws that protect against housing discrimination and ways to prevent housing injustices. Additionally, HRC presents fair housing law workshops and programs to its target audiences to teach communities how to stop housing inequity problems.

HRC's 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 17th Annual Housing Rights Summit: "The Politics of Race and Poverty" was held on April 21, 2015.

HRC's website, www.housingrightscenter.org, includes comprehensive fair housing information and resources, descriptions of our services, and the ability to submit questions by email. The agency's 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 the agency always looks to a variety of creative legal and non-legal solutions to housing problems, HRC has found litigation to be highly effective in stopping 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 50 housing discrimination cases.

C. Organization Profile

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

HRC has 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 six 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 two 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: Key Personnel

D. Documentation and Performance Reports

a. Database

HRC has developed a comprehensive complaint management database, which tracks all counselling 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. The agency's 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.

d. 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.

IV. Proposed Fee

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

2016/17: \$35,000

ATTACHMENT 1

**CITY OF LANCASTER
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FAIR HOUSING PROGRAM**

PROPOSAL COSTS

FY 2016-17

DIRECT COSTS

\$35,000

INDIRECT

TOTAL COSTS

\$35,000

Signed



Title

Executive Director

Chancela Al-Hansour

Date

April 25, 2016

SO. CAL. HOUSING RIGHTS CENTER
 BUDGET PLAN
 FISCAL YEAR ENDING JUNE 30, 2017

ATTACHMENT 2

	FY 16-17 Budget	%
Income Sources:		
Los Angeles City contract	700,500	29.49%
Los Angeles County contract	200,000	8.42%
HUD FHIP Project	325,000	13.69%
HUD FHIP Project-Multi State	285,945	12.03%
Group A Cities contract	298,847	12.50%
Group B Cities contract	230,865	9.72%
Non-CDBG contracts	7,000	0.29%
Attorney's Services	300,000	12.83%
Management Trainings	12,500	0.53%
Interest Income	1,000	0.04%
Miscellaneous Income	16,000	0.67%
TOTAL INCOME	2,375,667	100.00%
Personnel Expenses:		
Salaries	1,499,345	
Payroll taxes	132,574	
Medical Benefits	19,126	
Retirement Benefits	50,489	
Total Personnel Costs	1,801,534	75.97%
Non-Personnel Costs:		
Single Audit	10,000	
Payroll Processing	6,125	
Testing	98,160	
Tester Training	2,500	
Travel and Mileage	25,025	
Rent/Moving	159,800	
Office Parking	24,760	
Office Supplies	20,150	
Equipment Lease	26,460	
Equipment Maintenance	2,500	
Computer Maintenance	22,500	
Professional Services	0	
Telephones	30,350	
Postage and Mailing	12,600	
Insurance	20,500	
Public Information and Advertising	8,950	
Internet and Website	10,250	
Subscription and Memberships	2,200	
Meetings and Trainings	3,000	
Taxes and Licenses	900	
Documents/Disposal	0	
Total Non-Personnel Costs	484,730	20.44%
Non-Reimbursable Expenses		
General and Board Expenses	35,000	
Litigation and Program Expenses	50,000	
Total NonReimbursable Expenses	85,000	3.68%
TOTAL EXPENSES	2,371,074	100.00%
BUDGET/ACTUAL OVER (SHORTFALL)	4,483	0.19%
(April 4, 2016)		
Housing Rights Center 2016/2017		

Southern California Housing Rights Center
 CURRENT and PENDING GRANTS/CONTRACTS and
 OTHER FINANCIAL INCOME SOURCES
 FISCAL YEAR ENDING JUNE 30, 2016

INCOME SOURCE	AMOUNT	% OF BUDGET
City of Alhambra-Fair Housing Program	25,000.00	1.07%
City of Baldwin Park-Fair Housing Program	7,500.00	0.32%
City of Carson-Fair Housing Program	33,990.00	1.48%
City of El Monte-Fair Housing Program	19,000.00	0.77%
City of Glendale-Fair Housing Program	15,000.00	0.64%
City of Glendora Fair Housing Program	15,000.00	0.64%
City of Hawthorne-Fair Housing Program	50,800.00	2.18%
City of Inglewood-Fair Housing Program	59,200.00	2.54%
City of Los Angeles-Fair Housing Program	700,500.00	30.00%
County of Los Angeles-Fair Housing Program	200,000.00	8.57%
City of Lancaster-Fair Housing Program	30,000.00	1.28%
City of Montebello-Fair Housing Program	20,000.00	0.86%
City of Monterey Park-Fair Housing Program	10,000.00	0.43%
City of Oxnard-Fair Housing Program	29,300.00	1.24%
City of Pasadena-Fair Housing Program	50,400.00	2.16%
City of Pomona-Fair Housing Program	27,448.00	1.16%
City of Pico Rivera-Fair Housing Program	12,000.00	0.51%
City of Pomona-Fair Housing Program	30,000.00	1.26%
City of Redondo Beach-Fair Housing Program	24,000.00	1.03%
City of Rosemead-Fair Housing Program	10,000.00	0.43%
City of San Buenaventura-Fair Housing Program	10,000.00	0.43%
County of Ventura-Fair Housing Program	54,409.00	2.33%
City of West Covina-Fair Housing Program	10,000.00	0.43%
City of Whittier-Fair Housing Program	10,000.00	0.43%
Community Development Block Grants/Entitlement Grants	<u>1,452,247.00</u>	<u>0.62</u>
U.S. Dept. of Housing & Urban Development (HUD) Office of Fair Housing and Equal Opportunity FHIP-Fair Housing Initiative Program	325,000.00	13.92%
FHAI-National/Regional Testing Program	181,902.00	7.79%
Non-CDRG contracts	42,000.00	1.80%
Attorney's Fees and Costs	300,000	12.85%
Registration Fees-Trainings	15,000	0.64%
Miscellaneous Income	<u>18,500</u>	<u>0.79%</u>
TOTAL	<u>2,334,643</u>	<u>100.00%</u>
Housing Rights Center 2015/2017		

Southern California Housing Rights Center
 Statements of Financial Position
 February 29, 2016

ATTACHMENT 3

	Current Fiscal Year 06/30/16	Un-Audited Fiscal Year 06/30/15	Audited Fiscal Year 06/30/14
ASSETS			
Current assets:			
Cash and cash equivalents	730,419	636,213	697,633
Contracts receivable	658,105	846,745	711,764
Case-related receivables	75,717	93,510	69,643
Deposits and prepaid expenses	16,795	13,695	17,138
Total Current Assets	1,481,036	1,590,163	1,496,178
Other assets			
Equipment & furniture, net	18,082	25,334	25,334
Total Other Assets	18,082	25,334	25,334
Total assets	1,499,118	1,615,497	1,521,512
LIABILITIES AND NET ASSETS			
Liabilities:			
Accounts payable and accrued expenses	65,091	101,764	83,050
Accrued payroll and related liabilities	78,040	83,572	125,983
Cash dib. held in excess of bank balance	10,985	63,419	0
Total Liabilities	154,116	248,755	209,033
Net assets:			
Unrestricted	1,345,002	1,366,742	1,312,479
Total net assets	1,345,002	1,366,742	1,312,479
Total liabilities and net assets	1,499,118	1,615,497	1,521,512

Southern California Housing Rights Center
 Statements of Activities
 February 29, 2016

	Actual Eight Months FY 2015/2016	Budget Eight Months FY 2015/2016	Budget Fiscal Year 2015/2016	Un-Audited Fiscal Year 06/30/15	Audited Fiscal Year 06/30/14
Revenues and supports:					
Grant and contract income-CDBG	981,332	958,165	1,452,247	1,466,537	1,487,246
Grant and contract income-FHIP	294,625	294,625	506,902	325,000	324,980
Contract income-Special Projects	42,020	39,667	42,000	145,076	88,925
Program trainings	10,831	10,000	15,000	16,958	18,930
Contribution	6,255	0	0	3,545	40,381
Attorney's Services	93,498	200,000	300,000	303,015	333,205
Interest	398	1,667	2,500	1,179	1,034
Miscellaneous Income	3,591	10,667	16,000	48,496	17,202
Total revenues and supports	1,432,553	1,524,791	2,334,649	2,309,806	2,311,903
Expenses:					
Program Services					
CDBG-Fair Housing Program	1,098,746	1,173,385	1,742,595	1,680,931	1,714,414
Fair Housing Initiative Program	312,097	322,846	534,040	372,542	324,980
Special Projects	11,080	15,472	17,901	163,275	87,776
Total Program Services	1,421,923	1,511,703	2,294,536	2,216,748	2,127,170
Support Services					
Management and General	32,370	33,167	36,500	36,794	37,617
Total Support Services	32,370	33,167	36,500	36,794	37,617
Total Expenses:	1,454,293	1,544,870	2,331,036	2,253,542	2,164,787
Increase (or) decrease in net assets	-21,740	-20,079	3,613	54,263	147,116
Add: Prior period adjustment					
Net assets, beginning of year	1,366,742	1,366,742	1,366,742	1,312,479	1,165,363
Net assets, end of year	1,345,002	1,346,663	1,370,355	1,366,742	1,312,479

Southern California Housing Rights Center
Statement of Cash Flows
February 29, 2016

	Current Fiscal Year 6/30/16	Un-Audited Fiscal Year 06/30/15	Audited Fiscal Year 06/30/14
Cash flows from operating activities:			
Changes in net assets	-21,740	54,263	147,116
Changes in operating assets and liabilities:			
Depreciation	7,252	0	7,252
(Increase) decrease in assets			
Contracts receivable	188,640	-134,981	144,340
Case-related receivables	17,793	-23,867	7,885
Deposits and prepaid expenses	-3,100	3,443	57
Allowance for uncollectible accounts receivable	0	0	0
Increase (decrease) in liabilities			
Accounts Payable and accrued expenses	-36,673	18,714	57,650
Accrued payroll and related liabilities	-5,532	-42,411	2,946
Cash dist. Held in excess of bank balance	-52,434	63,419	-81,503
Net cash provided / (used) by operating activities	94,206	-61,420	285,743
Cash flows from investing activities:			
Payments related to the acquisition of capital assets		0	0
Net cash provided (used) by investing activities	0	0	0
Net increase/(decrease) in cash and cash equivalents	94,206	-61,420	285,743
Cash and cash equivalents - beginning of the year	636,213	697,633	411,890
Cash and cash equivalents - 2/29/16/end of the FY	730,419	636,213	697,633

Exhibit I
Housing Rights Center - Complaint Process Flowchart

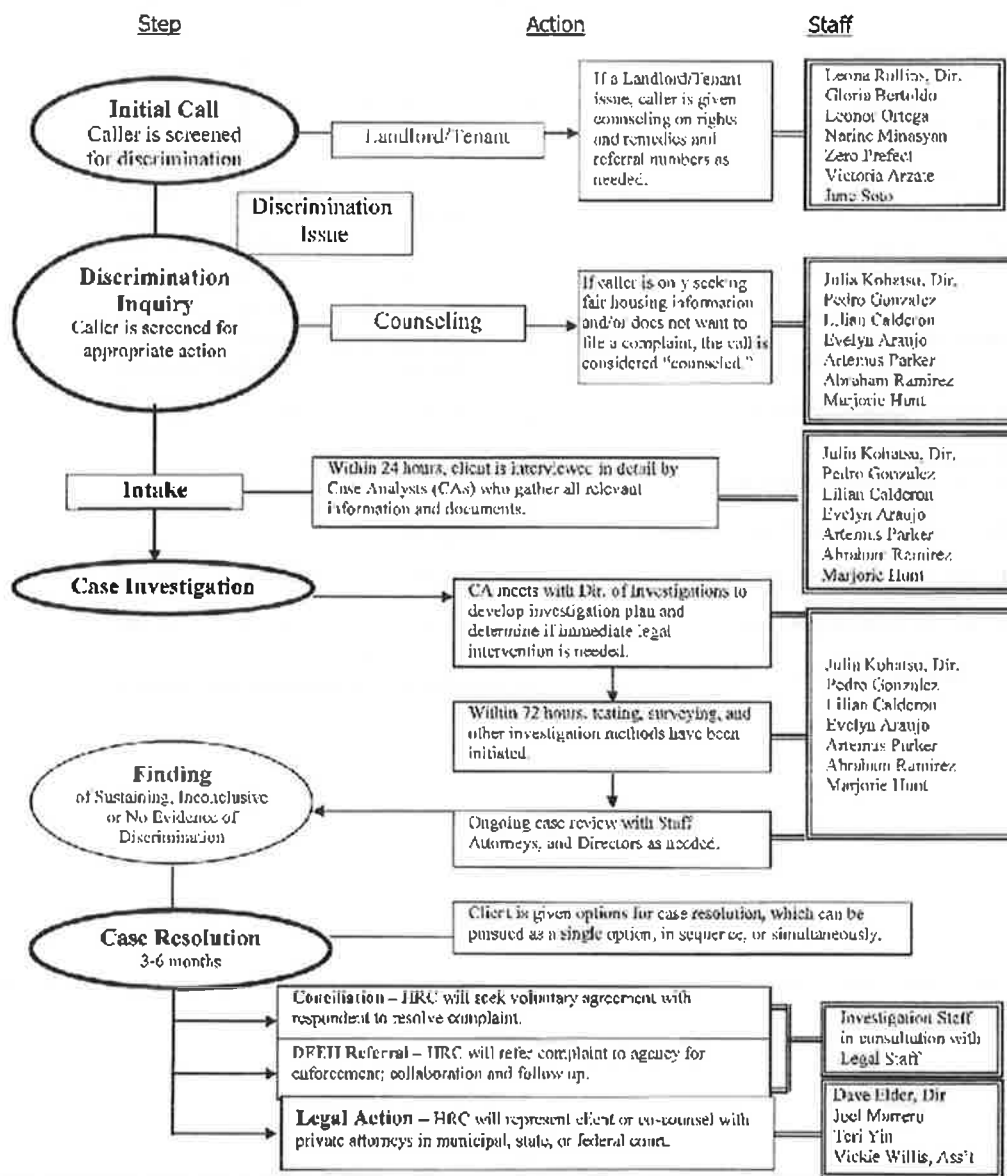


Exhibit 2
List of References

- 1. County of Los Angeles**
Linda Hamill
Development Specialist
Community Development Block Grant Division
CDC-County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
(323) 838-5054
linda.hamill@lacdc.org

- 2. City of Pasadena**
Randy Mabson, CDBG Coordinator
City of Pasadena
Housing Department
P.O. Box 7115
Pasadena, CA 91109
(626) 744-8321
rmabson@cityofpasadena.net

- 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 – Key Personnel

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 over 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, 3 years at the Orange County Fair Housing Council, and represented 6 fair housing agencies in more than 100 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 DFHJ 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 UICW. 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

Leona Rollins, Director of Counseling joined the Housing Rights Center in August 2010 as a Case Analyst in the Investigations Department. As a Case Analyst, Ms. Rollins investigated and successfully conciliated more than three hundred fair housing complaints. In May 2015, Ms. Rollins was appointed the Director of Counseling. Before joining the Housing Rights Center, Ms. Rollins worked as a Case Manager and Program Advocate for a nonprofit organization which assisted individuals with disabilities, victims of domestic violence and those who were chronically homeless.

**Exhibit 4
Principal Staff Resumes**

CHANCELA AL-MANSOUR
3255 Wilshire Blvd., Los Angeles, CA 90010
calmansour@housingrightscenter.org; (213) 387-8400, ext. 111

PROFESSIONAL EXPERIENCE

EXECUTIVE DIRECTOR, Housing Rights Center

Los Angeles, CA (Nov. 2010 - present)

Manage the nation's largest non-profit local fair housing council with an annual budget of \$2.4M. Supervise existing programs including 29 government contracts and develop new programs. Recruit, hire, and supervise staff of 32. Supervise cases in litigation. Write, research and develop policy on national, state and local fair housing issues. Write funding proposals to secure additional financial resources. Advise the Board of Directors on fiscal and programmatic matters. Advise consumer advocacy groups on the Community Reinvestment Act and equal access to funding and homeownership opportunities. Represent the agency at meetings with government officials, funders, and community coalitions and members. Ensure compliance with grant requirements. Conduct presentations and trainings at national and local events and hearings. Serve as liaison to the media and the diverse community of California. Maintain position as an expert in civil rights, and housing policy and litigation.

DIRECTING ATTORNEY, Neighborhood Legal Services of Los Angeles County, Pacoima, CA (Nov. 2005-Nov. 2010)

Supervised numerous projects and units. Implemented and supervised pro bono projects. Recruited and trained volunteer attorneys and law students. Developed projects, clinics, and trainings in civil legal services practice areas that increase the availability of free legal services to low-income persons. Implemented and supervised California's first court-based pro bono bankruptcy self-help desk and clinic. Secured \$145,000 in funding for its operation. Supervised the federal Homeless Prevention and Rehousing Project by overseeing contracts with the City and County of Los Angeles to provide rental assistance and legal representation to persons on the verge of homelessness. Hired and supervised 7 member legal team in defending eviction cases. Ensured contract compliance. Recruited, hired and coordinated NLS summer law clerk and externship programs (35-45 law and college students hired annually). Coordinated and co-developed Disaster Response Project that provided legal services to Hurricane Katrina evacuees. Served as a Board Officer for the California Reinvestment Coalition.

FAIR HOUSING ADVOCACY LECTURER, Loyola and USC Law Schools (2005-present)

FOUNDING and MANAGING PARTNER, Rhoades and Al-Mansour, LLP (2005-2007) Firm filed landmark Roommates.com case

SUPERVISING ATTORNEY, Neighborhood Legal Services of Los Angeles County (2002-2005)

Supervised Housing Unit in the substantive areas of fair housing, affordable housing development and preservation, tenant protections and consumer rights.

**STAFF ATTORNEY, Neighborhood Legal Services of Los Angeles County
(1994-2002)**

Landlord-Tenant policy and litigation, fair housing advocacy, affordable housing advocacy, consumer protection and financial literacy. Helped low-income people and persons of color access banking services, navigate the electronic benefits transfer program and fight predatory and usurious financial services practices (payday lenders and check cashiers). Coordinated and oversaw successful advocacy that resulted in Pacoima keeping its only FDIC insured bank by filing a complaint with the OTC, educating residents, and calling for a hearing which resulted in the rare mandate that the only bank branch in Pacoima remain open (Citibank, formerly California Federal, formerly Glendale Federal). Conducted and coordinated numerous training sessions and consumer surveys. Developed outreach materials. Testified before and submitted written comments to the U.S. Treasury Department regarding the EFT program. Appointed to the California state taskforce to review and implement Electronic Benefits Transfer system.

**EARL JOHNSON COMMUNITY LAW FELLOW, Western Center on Law and Poverty,
Los Angeles, CA (1992-1994)**

Litigated fair housing cases; produced training/resource materials and trained attorneys in state and federal fair housing law at California's preeminent legal services support center.

EDUCATION

University of California at Davis School of Law, Davis, CA, JD 1992

Vassar College, Poughkeepsie, NY, Bachelor of Arts, Political Science, 1987

BAR ADMISSIONS

State Bar of California

United States District Court for the Central District of California

PROFESSIONAL ASSOCIATIONS AND BOARD SERVICE

California Reinvestment Coalition (CRC), San Francisco, CA: Vice-Chair (2004-2007); Chair (2002-2003); Board Member (1998-present).

National Fair Housing Alliance (NFHA), Board Member (2015-present)

California Federal Judicial Advisory Committee: Committee Member (Sen. Boxer appointee, 2012-Present)

Los Angeles Community and Family Services Commission: Commissioner (2012- 2014)

Black Women Lawyers Association, Los Angeles, CA: Member (1992-present)

San Fernando Valley Bar Association, Board of Trustees (2007-2010)

CACE (California Advocates for Consumer Education): Board Member (2002-2005)

Fair Housing Congress of Southern California: President (1998); Vice-Pres. (1994-98)

AWARDS and HONORS

Los Angeles Pro Bono Council Award for service to Hurricane Katrina evacuees (2007)

Named a Southern California Super Lawyer by Los Angeles Magazine (2005)

California Reinvestment Coalition's CRA Screaming Eagle Award (2003)

California Advocates for Consumer Education's Community Advocacy Award (2000)

Languages: Fluent in French; conversant in Spanish.

DAVID P. ELDER

3255 Wilshire Blvd., Suite 1150, Los Angeles, CA 90010
213-387-8400 ext. 1116, delder@housingrightscenter.org

EXPERIENCE

Litigation Director

HOUSING RIGHTS CENTER, Los Angeles, CA
to Present

March 2011

Lead staff of four representing plaintiffs in housing discrimination litigation. Manage cases from initial client contact to settlement. Litigated more than 75 fair housing cases in federal district court. Conduct frequent trainings and outreach activities for the purpose of increasing fair housing awareness. Report regularly to HIRC's Board of Directors and its Litigation Subcommittee.

TRIAL ATTORNEY

LAW OFFICES OF DAVID P. ELDER, Huntington Beach, CA
March 2011

1994 to

Represented individuals and entities in a variety of litigation including civil and criminal. Tried more than 50 cases to verdict before juries in Los Angeles, Orange, San Bernardino and Riverside Counties, including a civil case with an award of punitive damages for housing discrimination based on familial status and disability. Substantial appellate experience in criminal and civil cases, appearing in both state and federal appellate courts.

CONSULTING ATTORNEY

FAIR HOUSING COUNCIL of the San Fernando Valley, Panorama City, CA
2011

2005 to March

FAIR HOUSING COUNCIL of Orange County, Santa Ana, CA
March 2011

2008 to

Advised the Council regarding legal issues related to State and Federal Fair Housing laws. Trained investigators on fair housing investigation techniques. Represented the Councils in litigation where appropriate in more than 75 cases.

PARTNER

ELDER & MANNING, I.I.P, Santa Ana, CA
1995-2000

Criminal Defense, Civil Rights litigation. Represented criminal defendants in misdemeanors, three strike felonies and murder cases. Represented numerous individuals that were victims of civil rights violations, including housing discrimination, excessive use of force.

EDUCATION

BACHELORS, MUSIC EDUCATION - University of Kentucky, Lexington, KY 1980
Attended college on a full scholarship.

JURIS DOCTOR - Western State University, Fullerton, CA 1993

Law Review; Jessup Moot Court; Ferguson Honors Moot Court; Academic Don Program;
Student Mentor; Scholarship recipient

Julia Kohatsu

Housing Rights Center
3255 Wilshire Blvd., Suite 1150, Los Angeles, CA 90010 (213) 387-8400 x1120
jkohatsu@housingrightscenter.org

Education:

University of California, Los Angeles
Bachelor of Arts in Sociology with a Minor in Anthropology December 1999

Special Skills:

Bilingual and bicultural. Fluent in spoken and written Spanish. Computer skills.

Experience:

Director of Investigations
Housing Rights Center, Los Angeles, California 01/2001 - present

- . Supervise case investigators and over 100 volunteers.
- . Develop case investigation plans and supervise all case investigations.
- . Prepare cases for litigation.
- . Conciliate discrimination cases between property owners and tenants.
- . Organize and conduct training sessions for housing discrimination testers.

Organizer

Neighbor to Neighbor, Los Angeles, California 9/2000 - 11/2000

- . Organizer for the Jane Harman for Congress campaign.
- . Recruited 25 people to work as volunteers for the campaign.
- . Trained volunteers.
- . Monitored the performance of the volunteers.

Project Coordinator

Westside Fair Housing Council, Los Angeles, California 05/2000-9/2000

- . Recruited and interviewed 80 people for part-time positions.
- . Coordinated local field research as part of a national housing discrimination study for HUD.
- . Maintained strict research protocols.
- . Supervised a part-time staff of 30 employees.

YAZMIN GUZMAN

Housing Rights Center, 3255 Wilshire Blvd. Suite 1150, Los Angeles, CA 90010
(213) 387-8400 ext. 1104

Education:

Pasadena City College, Pasadena, CA

Coursework: Writing Effective Grant Proposals, Advanced Grant Proposal Writing 2015

California State University Monterey Bay, Seaside, CA

B.A. in Global Studies 2014

Coñada College, Redwood City, CA

A.A. in Interdisciplinary Studies with Emphasis in Social and Behavioral Sciences 2012

Skills:

Language: Spanish (Native speaker)

Communication: Excellent interpersonal skills, exemplary writer, experienced public speaker

Computer: Microsoft Office, Microsoft Excel, Microsoft PowerPoint, Publisher

Experience:

Housing Rights Center, Los Angeles, CA

Outreach Coordinator (Aug. 2014 – Present)

- Work closely with the Director of Outreach and Public Education to implement outreach plans for Los Angeles and Ventura Counties
- Coordinate and conduct community workshops, presentations and training sessions
- Organize mailings of outreach and education materials to city and social service agencies
- Maintain detailed records of outreach activities
- Help improve fair housing outreach and education materials
- Assist with preparation of agency newsletters and miscellaneous reports
- Solicit financial sponsors for HIRC events and programs
- Help with planning of HIRC outreach and education events

United Farm Workers Foundation, Salinas, CA

Service Learner (Jan. 2014 – May 2014):

- Organized and led a student committee which dedicated itself to recruiting other students to take part in a rally for immigration reform at Congressman Kevin McCarthy's office
- Assisted with registration, ticketing, and food preparation at community events
- Brainstormed strategies to increase community attendance for the foundation's events
- Worked closely with community outreach coordinator to analyze every event in order to improve our strategies
- Organized tabling events on campus to do outreach for key community issues

Wells Fargo, Redwood City and Marina, CA

Bank Teller (July 2011 – Oct. 2013):

- Maintained the Wells Fargo brand through face-to-face and phone relationships with customers
- Utilized marketing, communication, and technical skills to achieve marketing/sales goals
- Assisted in day-to-day administrative duties including: answering phones, filing, attending weekly meetings, updating sales numbers, and assisting with money shipments and other miscellaneous tasks

Leona Rollins

3255 Wilshire Blvd., Ste. 1150, Los Angeles, CA 90010 (213) 387-8400 ext. 1122 | lrollins@housingrightscenter.org

Professional Experience

DIRECTOR OF COUNSELING | HOUSING RIGHTS CENTER

MAY 2015 TO PRESENT

- Train and act as a direct supervisor to Housing Counselors and Counseling Department interns.
- Develop training and information programs and materials for new and existing staff members.
- Oversees the coordination of schedules of off-site office hours.
- Review all calls entered into the HIRC's client database to ensure all clients are properly assisted and that data entry is accurate.
- Take all appropriate steps to maintain client confidentiality.
- Works as a member of the management team to oversee office productivity and assist with policy development.
- Stay aware of changes in development in applicable federal, state and local laws.
- Attend meetings, conferences and other events relevant to fair housing laws.
- Generate monthly logs.
- Prepare accurate statistical and narrative program reports and documentation for all contracts.
- Ensure compliance with all contractual requirements and goals.
- Administer alternative dispute resolution programs.
- Conduct housing workshops, seminars and training sessions for the public and city staff.
- Coordinate in-house training sessions for staff on developments in relevant law.

CASE ANALYST | HOUSING RIGHTS CENTER

AUGUST 2010 TO MAY 2015

- Investigates allegations of illegal housing discrimination and manages caseload of over thirty clients.
- Assists the Counseling, Investigations, Outreach, and Litigation Departments with various tasks to further agency mission.
- Works closely with the Director of Investigations to establish action plan for all discrimination complaints.
- Assists with tester recruitment, retention and trainings.
- Coordinates systematic discrimination testing, on-site tenant surveys, witness interviews and analyze test case.
- Assists with administrative tasks and special projects, including annual city and county audit testing.
- Compiles and maintains accurate, detailed and complete case files.
- Coordinates the resolution of discrimination complaints through conciliation, mediation and litigation support.
- Counsels clients on their fair housing rights and responsibilities and provide referrals to partnering agencies.
- Strives to stay aware of discrimination trends, cases and developments in both state and federal fair housing laws.

CASE MANAGER AND RESIDENTIAL ASSISTANT | JENESSE CENTER, INC.

JANUARY 2007 TO JULY 2010

- Worked in a team with various clinical and case management staff to ensure proper client assessment and support.
- Managed telephone, email and in-person inquiries from clients and partnering organizations.
- Assisted in creating a reflective and responsible learning environment for clients and their families.
- Provided supportive services for clients, including enrollment in higher level institutions, career development and researching and locating permanent housing options through various low-income or subsidized outlets.
- Developed and maintained the organization's comprehensive filing system.
- Performed case management obligations for assigned clients by completing weekly progress notes, monthly individual assessments and quarterly assessments.
- Supervised and trained all incoming interns, staff members and volunteers.

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

ORIGINAL

This CDBG SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into as of May 24, 2016, 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, 2015 through June 30, 2016) ("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 1st day of July, 2016 and end on the 30th day of June, 2017 ("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 2016-17 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 \$193,000.00. 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.

(a) **VCA Compliance.** The City and the United States Department of Housing and Urban Development ("HUD") have entered into an Agreement for Voluntary Compliance (the "VCA") relating to City's compliance with various requirements of the Fair Housing Laws (defined below). The VCA requires the City and all subrecipients of the City to comply with certain outreach, monitoring, reporting and/or recordkeeping or other requirements to implement the Fair Housing Laws. In connection with its operation of the Lancaster Community Shelter and its implementation of the Original Agreements, Operator hereby agrees to take all reasonable efforts to assist City in its compliance with the requirements of the Fair Housing Laws as set forth in the VCA. Specifically, Operator 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 of any CDBG Funds under the Original Agreements using a method consistent with "OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines" (dated August 13, 2002). In the event the VCA is amended, upon receiving notice from the City, Operator shall take all reasonable efforts to assist City in its compliance with such amended requirements of the VCA.

(b) **Fair Housing Laws.** As used in this Agreement, "Fair Housing Laws" means, collectively: Section 109 of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Title VIII of the Civil Rights Act of 1968.

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 of 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 (iv) 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 ICDA 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 these 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.

(c) 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.

(l) 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:

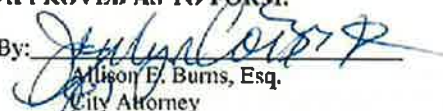
CITY OF LANCASTER,
a municipal corporation and charter city

By: 
Mark V. Bozigian
City Manager

ATTEST:

By: 
Britt Avrit, CMC
City Clerk

APPROVED AS TO FORM:

By: 
Allison E. Burns, Esq.
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]

Attachment No. 1-1

GRACE RESOURCES PROJECTED BUDGET 2016-17
LANCASTER COMMUNITY SHELTER

	DONATIONS	LAHSA YRP INCON	LAHSA WSP INCOME	CDBG INCOME	TOTAL INCOME
SHELTER INCOME	\$ 90,000.00	\$ 76,479.00	\$ 83,405.00	\$ 197,200.00	\$ 447,084.00
SHELTER EXPENSE:					
Accounting Service	\$ 1,950.00				\$ 1,950.00
Food	\$ 6,030.00	\$ 3,057.00	\$ 11,411.00		\$ 20,498.00
Gas	\$ 3,565.00				\$ 3,565.00
Health Insurance	\$ 44,160.00				\$ 44,160.00
Hotel Voucher	\$ 26,500.00	\$ 20,000.00			\$ 46,500.00
Insurance	\$ 40,000.00	\$ 740.00	\$ 3,843.00		\$ 44,583.00
Laundry/Maintenance	\$ 9,000.00				\$ 9,000.00
Facility Maintenance	\$ 12,500.00	\$ 2,949.00	\$ 3,505.00	\$ 88,977.33	\$ 107,931.33
Miscellaneous	\$ 1,000.00				\$ 1,000.00
Office	\$ 3,800.00				\$ 3,800.00
Other	\$ 3,800.00	\$ 4,347.00	\$ 7,600.00		\$ 15,747.00
Payroll:	\$ 180,000.00				\$ 180,000.00
Administration		\$ 1,010.00	\$ 3,465.00	\$ 35,111.34	\$ 39,586.34
Case Management		\$ 8,785.00	\$ 13,226.00	\$ 42,407.55	\$ 64,418.55
Food Service					\$ -
Facility Maintenance					\$ -
Operations		\$ 9,791.00	\$ 25,615.00	\$ 30,703.78	\$ 66,109.78
Security		\$ 23,000.00	\$ 5,729.00		\$ 28,729.00
Transportation			\$ 4,673.00		\$ 4,673.00
Payroll Tax	\$ 16,000.00				\$ 16,000.00
Supplies	\$ 9,000.00				\$ 9,000.00
Training	\$ 5,000.00				\$ 5,000.00
Trash Service	\$ 9,200.00				\$ 9,200.00
Utilities	\$ 43,500.00	\$ 2,800.00	\$ 4,338.00		\$ 50,638.00
Vehicle	\$ 1,750.00				\$ 1,750.00
TOTAL EXPENSE	\$ 416,755.00	\$ 76,479.00	\$ 83,405.00	\$ 197,200.00	\$ 773,839.00

May 2016

16-01		CDBG Administration	
Description: 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.			
Eligibility		Requested Funding	
HUD Matrix Code:	(21A) CDBG Administration	CDBG	\$223,300
Eligibility Citation:	570.206	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$223,300
Location / Service Area / Beneficiaries:		Administered By:	
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	

16-02		Fair Housing Services	
Description: 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.			
Eligibility		Requested Funding	
HUD Matrix Code:	(21D) Fair Housing Activities	CDBG	\$35,000
Eligibility Citation:	570.208	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	500 Persons	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$35,000
Location / Service Area / Beneficiaries:		Administered By:	
Services Available Citywide 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: 861-723-6034	

16-03		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	\$27,830
Eligibility Citation:	570.705(c)	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$27,830
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	

16-04		108 Loan Repayment: Mental Health Association Relocation	
Description: Funds will be used to repay a \$1.46 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	\$91,178
Eligibility Citation:	570.705(c)	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$91,178
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	

16-05		108 Loan Repayment: Antelope Valley Children's Center	
Description: Funds will be used to repay a \$1.5 million loan that was 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	\$93,191
Eligibility Citation:	670.705(c)	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$93,191
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	

16-06		108 Loan Repayment: Economic Development / Housing Site Acquisition / Public Facilities	
Description: 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).			
Eligibility		Requested Funding	
HUD Matrix Code:	(19F) Section 108 Loan Repayment	CDBG	\$248,155
Eligibility Citation:	570.705(c)	HOME	\$0
National Objective:	N/A	ESG	\$0
Accomplishment Goal:	N/A	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$248,155
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	

16-07		Code Enforcement Officers	
<p>Description: Funds will be allocated for the salary and overhead costs incurred by code enforcement staff within a targeted area of the City. This effort is being provided to help 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 help reverse the declining conditions and recent trends of deterioration within the neighborhoods.</p>			
Eligibility		Requested Funding	
HUD Matrix Code:	(15) Code Enforcement	CDBG	\$220,000
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:	7/1/2016	Other:	
End Date:	6/30/2017	Total:	\$220,000
Location / Service Area / Beneficiaries:		Administered By:	
Census Tracts: 9005.01, 9005.04, 9006.02, 9006.06, 9006.07, 9007.01, 9007.04, 9008.04, and 9008.08 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	

16-08		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	\$193,000
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:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$193,000
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 Ligone City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	
		Phone: 661-723-6034	

16-09		Emergency Rehabilitation Grant Program	
Description: Emergency Rehabilitation Grant consisting of one-time grants to fund emergency repair/rehabilitation to residences for Veterans and non-Veterans who are of low to very low income persons utilizing \$50,000 in reprogrammed CDBG funds from previous years.			
Eligibility		Requested Funding	
HUD Matrix Code:	(14A) Housing Rehabilitation	CDBG	\$0
Eligibility Citation:	570.202(a)	HOME	\$0
National Objective:	LMH	ESG	\$0
Accomplishment Goal:	To provide funding for emergency repair, handicap accessibility and energy efficiency for LMI veterans and non-veterans.	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$50,000 (Reprogrammed)
End Date:	6/30/2017	Total:	\$50,000
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: 661-723-8034	

16-10		Master Plan Community Development Avenue I – Tentative & Final Maps	
Description: To cover cost associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low- to low-income households.			
Eligibility		Requested Funding	
HUD Matrix Code:		CDBG	\$38,500
Eligibility Citation:		HOME	\$0
National Objective:	LMH	ESG	\$0
Accomplishment Goal:	Preparation of tentative and final tract map	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$38,500
Location / Service Area / Beneficiaries:		Administered By:	
Census Tract: 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	

16-11		Master Plan Community Development Avenue I/Division Street – Tentative & Final Maps	
Description: To cover cost associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low- to low-income households.			
Eligibility		Requested Funding	
HUD Matrix Code:		CDBG	\$60,000
Eligibility Citation:		HOME	\$0
National Objective:	LMH	ESG	\$0
Accomplishment Goal:	Preparation of tentative and final tract map	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$60,000
Location / Service Area / Beneficiaries:		Administered By:	
Census Tract: 9006.02 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	

16-12		Master Plan Community Development Avenue J/15th Street West – Tentative & Final Maps	
Description: To cover cost associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low- to low-income households.			
Eligibility		Requested Funding	
HUD Matrix Code:		CDBG	\$61,427
Eligibility Citation:		HOME	\$0
National Objective:	LMH	ESG	\$0
Accomplishment Goal:	Preparation of tentative and final tract map	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$0
End Date:	6/30/2017	Total:	\$61,427
Location / Service Area / Beneficiaries:		Administered By:	
Census Tract: 9007.03 and 9008.05 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	

16-13		Master Plan Community Development Avenue J/15th Street West – Environmental Impact Report (EIR)	
Description: To cover cost of the environmental review process associated with the preparation of the tentative tract and final tract maps necessary to develop land as affordable housing for very low- to low-income households utilizing \$50,000 in reprogrammed CDBG funds from previous years'..			
Eligibility		Requested Funding	
HUD Matrix Code:		CDBG	\$0
Eligibility Citation:		HOME	\$0
National Objective:	LMH	ESG	\$0
Accomplishment Goal:	Preparation of environmental review for tentative and final tract map	HOPWA	\$0
Start Date:	7/1/2016	Other:	\$50,000 (Reprogrammed)
End Date:	6/30/2017	Total:	\$50,000
Location / Service Area / Beneficiaries:		Administered By:	
Census Tract: 9006.02 Help the homeless? No Help persons with HIV / AIDS? No Help persons with Special Needs? No		Ms. Brigitte Ligons City of Lancaster 44933 Fem Avenue Lancaster, CA 93534	
		Phone: 661-723-8034	




CITY OF LANCASTER
CONSOLIDATED ANNUAL ACTION PLAN
2016-2017

APPENDIX C
SF-424 and Certifications

- SF-424 Application for Federal Assistance (CDBG)
- Non-State Grantee Certifications

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revisor, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text" value="B-16-HQ-CG-0559"/>	
5a. Federal Entity Identifier: <input type="text" value="C"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Lancaster"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="05-2213014"/>	* c. Organizational OHS: <input type="text" value="151324167000"/>	
d. Address:		
* Street: <input type="text" value="14035 Fern Avenue"/>	Street? <input type="text"/>	
* City: <input type="text" value="Lancaster"/>	City: <input type="text"/>	
* County/Parish: <input type="text" value="Los Angeles"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="CA: California"/>	State: <input type="text"/>	
* Province: <input type="text"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	Country: <input type="text"/>	
* Zip / Postal Code: <input type="text" value="93534-2461"/>	Zip / Postal Code: <input type="text"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Housing&Neighborhood Revitaliz"/>	Division Name: <input type="text" value="Lancaster Housing Authority"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text" value="Erinette"/>	
Middle Name: <input type="text"/>	Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Ligota"/>	* Last Name: <input type="text"/>	
Suffix: <input type="text"/>	Suffix: <input type="text"/>	
Title: <input type="text" value="Sr. Project Coordinator"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="661-723-6034"/>	* Telephone Number: <input type="text"/>	
* Fax Number: <input type="text" value="661-723-6274"/>	* Fax Number: <input type="text"/>	
* Email: <input type="text" value="eligos@cityoflanca.org"/>		

Application for Federal Assistance SF-424			
* 8. Type of Applicant 1: Select Applicant Type: <input type="text" value="City or Township Government"/>			
Type of Applicant 2: Select Applicant Type: <input type="text"/>			
Type of Applicant 3: Select Applicant Type: <input type="text"/>			
* Other (specify): <input type="text"/>			
* 10. Name of Federal Agency: <input type="text" value="U.S. Department of Housing and Urban Development"/>			
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="14-215"/>			
CFDA Title: <input type="text" value="Community Development Block Grant"/>			
* 12. Funding Opportunity Number: <input type="text" value="N/A"/>			
* Title: <input type="text" value="N/A"/>			
13. Competition Identification Number: <input type="text" value="N/A"/>			
Title: <input type="text" value="N/A"/>			
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text"/>			
		<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>
* 15. Descriptive Title of Applicant's Project: <input type="text" value="Community Development Block Grant Program"/>			
Attach supporting documents as specified in agency instructions.			
		<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>
		<input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: CA-222	* b. Program/Project: CA-222
Attach an additional list of Program/Project Congressional Districts if needed.	
CA-025.docx	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: 03/31/2015	* b. End Date: 06/30/2017
18. Estimated Funding (\$):	
* a. Federal:	1,291,581.00
* b. Applicant:	
* c. State:	
* d. Local:	
* e. Other:	
* f. Program Income:	
* g. TOTAL:	1,291,581.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach:	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	* First Name: Mark
Middle Name: V.	
* Last Name: Bozigan	
Suffix:	
* Title: City Manager	
* Telephone Number: 661-723-6090	Fax Number: 661-723-6141
* Email: mbozigan@cityoflandcasterca.org	
* Signature of Authorized Representative: 	* Date Signed: <input type="text"/>

City of Lancaster

2016 Application for Federal Assistance SF-424 Attachment

Additional Congressional Districts of:

Applicant: CA-025

Program/Project: CA-025



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.

- This certification does not apply.
 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 anti-displacement 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.

City of Lancaster

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-L.L., "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 levels (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, HCME, 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 1.35.



5-25-16

Signature/Authorized Official

☞ ☜

Date

Mark V. Bozgian

Name

City Manager

Title

44933 Fern Avenue

Address

Lancaster, CA 93534

City/State/Zip

(561)723-6133

Telephone Number

Non State Grantee Certifications

2

<input type="checkbox"/> This certification does not apply.
<input checked="" type="checkbox"/> 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) 2016, 2017, 2018 , (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;

Non-State Grantee Certifications 3

City of Lancaster

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.



Signature/Authorized Official

215

Date

5-25-16

Mark V. Anzigan

Name

City Manager

Title

44933 Fern Avenue

Address

Lancaster, CA 93534

City/State/Zip

(661) 23-6133

Telephone Number

Non-State Grantee Certifications

1

City of Lancaster

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

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 this 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 workplaces 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


City of Lancaster

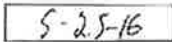
controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- 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 (a.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



Signature/Authorized Official  5-25-16
Date

Mark V. Bozlgian
Name
City Manager
Title
44933 Fern Avenue
Address
Lancaster, CA 93534
City/State/Zip
(661)723-6133
Telephone Number