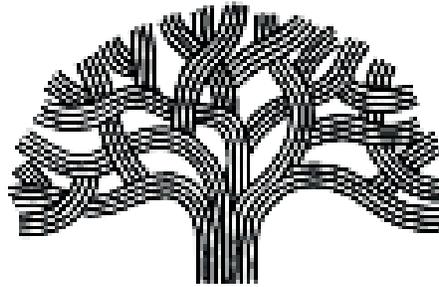


CITY OF OAKLAND
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM

INTEROFFICE MEMORANDUM
ORIENTATION

DEVELOPMENT/IMPLEMENTATION
PROCESS AND REQUIREMENTS
FISCAL YEAR(S) 2020/21- 2021/22



June 2020

Training Date: August 27, 2020

Department of Housing and Community Development
Community Development Block Grant Division

**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
ORIENTATION MANUAL FOR CITY DEPARTMENTS
FISCAL YEAR(S) 2020-2022
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FY20-22 STAFF CONTACTS & CDBG CONTRACT DEVELOPMENT/MONITORING ASSIGNMENTS

SANDRA BLAIR ssblair@oaklandca.gov 510-238-6679	DEBRA CHESTER dchester@oaklandca.gov 510-238-6271	CHYRILL QUAMINA cquamina@oaklandca.gov 510-238-7972	MARK HENDERSON mhenderson@oaklandca.gov 510-238-7208
A Safe Place: Shelter Plumbing Project (FY20-21) (District 2)	Construction Resource Center: Construction Project Management Technical Assistance Training (District 7)	Greater New Beginnings Residential Services: Homeless Youth Services (Districts 3,4)	East Oakland Community Development Corporation: East Oakland Entrepreneurship Forum (District 6)
East Bay Spanish Speaking Citizen's Foundation: Tutoring & Educational Support Thru Technology II (District 5)	Relocation Program IOM	LifeLong Medical Care: Oakland House Calls Program (District 7)	Residential Lending IOMs HMIP/EHP AIP/Lead MHRP Rehab Admin
Native American Health Center: Facility Improvement at 3050 International Boulevard (District 5)	Housing Resource Center IOM	St. Mary's Center: Winter Shelter (Districts 1,3)	Oakland Public Works: San Antonio Park Improvements (FY21-22) (District 2). IOM
OCCUR: Seniors Technology Training (District 7)	Oakland Public Works: Astro Park Improvements (FY21-22) (District 1) IOM	Student Program for Academic & Athletic Transitioning (SPAAT): Collage & Career Performance Program (Districts 3,5,6)	Oakland Public Works: DeFremery Pool & Parks Improvements (District 3). IOM
OCCUR: Youth Technology Training (Districts 6,7)	Oakland Public Works: Franklin Recreation Center Improvements (FY20-21) (District 2) IOM	urban university: Single Moms at Work/ Employment (District 5)	Oakland Public Works: Drivers Plaza Improvements (FY20-21) (District 1) IOM
Beautification Council: Operation Beautification Advancement Improvements (Districts 3,7)	Oakland Public Works: Helen McGregor Plaza Park Improvements (FY21-22) (District 1). IOM	urban university: Single Moms at Work/ Transitional Housing (Districts 1,2,7)	Oakland Public Works: Elmhurst Branch Library Improvements (FY21-22) (District 7). IOM
Fred Finch Youth Center dba Fred Finch Youth & Family Services: Rising Oaks (District 4)	Oakland Public Works: Bushrod Recreation Center Improvements (FY 21-22) (District 7) IOM	East Bay Community Law Center (Fair Housing/Anti-displacement)	Oakland Public Works Environmental Services Division: Food Hub Pilot (FY21-22) (District 1). IOM
Family Bridges, Inc.: Wholeness Program (District 2)	Home ownership Program IOM	Vietnamese Community Development, Inc.: Senior Services (FY20-21) (District 2)	Oakland Public Works Dimond Park Public Facility Improvement. IOM
	Matilda Cleveland IOM	Vietnamese American Community Center of the EB: Senior Services (District 2)	Mainstreet Launch – Commercial Lending
Gregory Garrett ggarrett@oaklandca.gov 510-238-6183			
Satellite Affordable Housing Associates: Acquisition of 3050 International Boulevard. (District 1,5,7)	District 6 Commercial Property Acquisition	<u>CHS IOMs</u> PATH Strategy Program Delivery Admin EOCP (Operations)	Economic Development IOM OPW Rec. Center

FISCAL YEARS 2020/2021 – 2021/2022 COMMUNITY DEVELOPMENT BLOCK GRANT
INTEROFFICE MEMORANDUM DEVELOPMENT SUBMISSION DEADLINES

ITEM	DOCUMENTATION TO BE SUBMITTED	FORMAT	SUBMISSION DEADLINE
DOCUMENTS TO BE SUBMITTED BY PUBLIC SERVICE SUBGRANTEES:			
1	Attachment A-Service Agreements Scope of Services and Budget <i>(Manual Sections 9-a &-b)</i>	Email to IOM Developer	Friday, September 4, 2020
2	Performance Measures Worksheet <i>(Manual Sections 9-c, d g, e, f)</i>		
DOCUMENTS TO BE SUBMITTED BY CAPITAL IMPROVEMENT SUBGRANTEES:			
3	<ul style="list-style-type: none"> a. Cost Estimates from at least 2 Licensed Contractors/Proof of Bidding Process b. Scope/Description of the Work c. Line Item Budget d. Implementation Schedule e. Site Detail (Name, address, Council District, Low/Moderate-Income Area Benefit 	Email to IOM Developer	Friday, September 4, 2020

(NOTE: During COVID19 Shelter In Place Orders City Department/Program Heads shall be able to provide electronic signature via Adobe or other signature enabling software.

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
ALLOCATION AND GRANT AWARD PROCESS

The current process for the award, development and administration of CDBG funded grant agreements with City Departments is as follows:

1. City Departments are awarded CDBG funding for City-Administered activities either by (1) recommendation of the City's Seven Community Development (CD) District Boards in response to applications submitted under the CDBG Request for Proposal Process (RFP) or (2) through the City's baseline budget process for City Administered programs and activities.
2. Under the RFP process, the CD District Boards review and make recommendations for funding for proposed activities from the annual CDBG allocations made to each CD District. The seven CD Districts which may be recommended for housing related activities, homeless solutions, public facility & infrastructure improvements, economic development, public services and other City of Oakland priorities. Each CD District makes funding recommendations for projects that benefit their respective district or that provide Citywide benefit.
3. Several City administered activities funded by CDBG are part of the City's baseline budget for activities that are in line with the City's priorities and that perform at HUD-compliant levels.
4. The CDBG funding cycle has been structured to align with the City's two year budget cycle and IOMs are awarded based on the CD District funding recommendations and the City's baseline budget. City administered projects recommended for funding under the RFP process may be funded for one or two year periods, based on CD District Board recommendations.
5. Each year the projects that are recommended for CDBG funding are reported to the City Council and the public through the mandatory public hearing presentation of the Annual Action Plan (AAP). The City Administrator recommends to the City Council through the Annual Action Plan, CDBG allocations for housing, economic development, neighborhood improvement/infrastructure, public service activities and other CDBG eligible activities. As part of this review and approval, the City Council authorizes entering into the Grant Agreement (including IOMs) with each recommended recipient(s) for the projects and activities presented in the AAP.
6. The City Council and the Public may review the evaluation and monitoring findings on prior year programs prior to City Council approval of projects to be funded in the AAP that is submitted to HUD each year.
7. Following City Council approval, the AAP is submitted to the U.S. Department

of Housing & Urban Development (HUD) for review and approval of recommended activities. Following the HUD review a Grant Agreement is executed between HUD and the City of Oakland. The CDBG Agreement authorizes activities included in the AAP and allows staff to execute IOMs and grant agreements for the approved programs and activities.

8. Once IOMs are established, CDBG funded Departments must set up separate Funding Projects in Oracle for each activity/project funded by CDBG. Once the Funding Project is set up in Oracle, DHCD Fiscal & Administration Office will fund the project at the level approved under the respective Annual Action Plan.
9. CDBG IOMs may be amended to modify terms or budget not more than twice each year funding cycle. Amendments should not substantially change the scope of services. Any substantial amendment will require an amendment to the respective Annual Action Plan, which requires a public hearing, City Council approval, HUD approval, and a 5-day public comment period (during COVID Shelter in Place) or the standard 30-day public comment period required by HUD in non-COVID Shelter in Place conditions.
10. To ensure that City Departments are familiar with contract procedures and requirements, agencies that are recommended for funding must attend a mandatory orientation meeting. Departments that fail to attend the mandatory orientation jeopardizes or delays CDBG funding for projects authorized under the Annual Action Plan and risk the reprogram of said funds to other City priorities.

Extended delays in the implementation of agreements could result in the reprogramming of project funds.

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM INTEROFFICE MEMORANDUM (IOM)
DEVELOPMENT PROCESS**

1. Pre-development Phase
 - a. Following the mandatory training subsequent meetings are scheduled as needed between the IOM Developer and funded City Department/Program staff to prepare the scope of services, the budget and other necessary documents.
 - b. Each agency should assign one primary contact person to communicate with City staff in the contract development process to streamline and centralize the flow of information and documents, as well as to avoid multiple and duplicative contacts from a single agency.
 - c. All prospective City Departments must submit to the respective assigned Contract Developer/Project Administrator the required data and documents which will be reviewed to assess if they satisfy all program requirements.

2. Review Phase
 - a. When necessary, staff will initiate requests for environmental review and provide any detailed project descriptions required.
 - b. The Department of Housing and Community Development will verify funding availability and appropriation of funds.
 - c. CDBG Staff (IOM Developer) will work with the Program/Project Manager of the CDBG-funded City Department program/project to draft, execute and finalize the IOM Agreement. The IOM packet will be routed to the CDBG Manager for approval prior to routing for authorizing signatures.

3. Execution Phase
 - a. The City Departments will receive notification when the IOM Agreement is ready for signature.
 - b. The IOM Agreement will be signed by both Housing and Community Development Director (or appointee) and the City Department's Director that is the sub-recipient. The City Departments should keep its copy of the executed IOM on file for future reference.

- c. It is strongly recommended that, until the IOM is executed and the funds appropriated, the City Departments should not incur any costs, perform any work, purchase any goods or services, or make any commitments or sign contracts with any persons, organization or company related to the project for which CDBG funds have been recommended. Any costs incurred before approval or execution of the agreement, including advance loans, may constitute as unauthorized expenditures and may not be eligible for reimbursement.
- d. The Agreement provides for City Departments to acknowledge the CDBG grant in any media publicity pertaining to the CDBG funded program or activity

4. Implementation of IOM Activities

- a. CDBG staff will provide City Departments with templates for the required reporting of expenditures and program/project performance.
- b. On a monthly basis, the City Departments shall submit to the respective assigned Project Administrator the following documents:
 - i. A Monthly Monitoring Report documenting services and activities that meet the programmatic goals and objectives of the Agreement. The Project Administrator will review and certify the reports for compliance which is required for reimbursement of funds.
 - ii. A report of expenditures to-date on the City's Request for Funds form with all supporting expense documents (Oracle generated Year to Date Extended - YTDE Funds Available Report). CDBG staff will review and approve monthly request for funds.

5. Implementation of Construction Agreements

All construction projects (including capital improvements) are subject to City of Oakland competitive bidding requirements and policies, including but not limited to the following:

- a. A Pre-Bid, a Pre-Award, and a Pre-Construction Conference will be held with the City Departments, the construction contractor, City Administrator's Office/Department of Workplace and Employment Standards (*formerly known as Contracts and Compliance*), the Project Administrator, Department of Housing and Community Development, Residential Lending, and any other appropriate participants. This will be for the purpose of reviewing the requirements of the Grant Agreement relating to the Local/ Small Local Business Enterprise Program as well as other provisions such as inspection of construction and release of payments.
- b. When it is satisfied that the construction contractor has submitted all required documents, the City Administrator's Office/Contracts and Compliance will notify the CDBG Project Administrator of the determination made. A Post-

Award meeting will be scheduled by the City Administrator's Office/Department of Workplace and Employment Standards (*formerly known as Contracts and Compliance*) to be attended by the Project Administrator, City Departments, and the construction contractor and sub-contractors. Any costs incurred, items purchased, or work commenced by the contractor or the construction contractor prior to this constitute unauthorized expenditures that may not be eligible for reimbursement.

- c. Where funds are awarded for construction projects, the construction contractor must submit the following:
 - i. Construction cost breakdown;
 - ii. Evidence of all required insurance and bond coverage;
 - iii. A list of sub-contracts to be awarded;
 - iv. A construction schedule with starting and completion dates;
 - v. State of California Contractor License Number;
 - vi. City of Oakland Business License;
 - vii. Work Force Questionnaire;
 - viii. Employment and Contracting Plan.
- d. Work must not be commenced until a Notice to Proceed is issued to the City Departments and construction contractor by the Department of Housing and Community Development.
- e. Progress payment requests shall be certified and approved by the Department of Housing and Community Development/Residential Lending and the Project Administrator before being forwarded to Fiscal Services to be processed for payment.
- f. Payment requests shall be accompanied by a narrative Program Progress Report documenting compliance with project goals, improvements undertaken during the reporting period, and the number of persons assisted with access to the public facility.
- g. Ten percent (10%) of the grant agreement amount is retained and disbursed when the Notice to Proceed is recorded, the permits are finalized, the punch list is satisfied, warranties and sub-contractors' lien releases are furnished, and documentation of the following has been received by the City:
 - i. The General Contractor's lien waiver.
 - ii. Affidavit of Acceptance from the City Departments.
 - iii. Completion of a 30-day post construction inspection.

- h. The release of funds shall be conditional upon City Departments satisfactorily meeting the performance standards agreed to with the City, including submission of timely, accurate and complete monthly monitoring reports and payment requisitions, compliance with programmatic and fiscal monitoring requirements; and resolution of all audit and monitoring issues.
- i. The release of funds for each fiscal year will be subject to the availability of sufficient funding awarded by HUD in the annual grant for each program year as well as the approval by the Oakland City Council of the program allocations recommended for each fiscal year; and shall be conditional upon satisfactorily completing its monetary obligation.
- i. At the end of the Fiscal Year, the Department of Housing and Community Development shall provide City Departments with a Letter of Final Determination to be signed and submitted acknowledging the amount of the grant funds received during the Fiscal Year, and agreeing that it holds the City of Oakland free of any further monetary obligation.
- j. The Grant Agreement provides for City Departments to acknowledge the CDBG grant in any media publicity pertaining to the CDBG funded program.

SCOPE OF SERVICES AND ADITIONAL PROVISIONS

- a. Instructions for Preparation of the Attachment A-Scope of Services and Additional Provisions for Service Agreements.
- b. Interoffice Memorandum
- c. Attachment A - Scope of Services and Additional Provisions.
- d. Attachment B - Budget
- e. Attachment H - Standard Requirements - Consultant and Professional Services Agreement
- f. Instructions for Preparation of the Performance Measures Worksheet
(for Service Agreements only)
- g. Performance Measures Worksheet
- h. Data To Be Provided for Preparation of Construction and Acquisition Agreements

Special Note:

All activities must be in compliance with HUD income eligibility guidelines as specified in the Agreement.

- 1. The title of a project in the AAP that has been recommended for funding should not be changed when drafting the IOM Agreement because that title has been set up in the City records and that title is reported to HUD in the AAP. Changing a title after Council has approved the project creates confusion in our records.
- 2. After the IOM is fully executed, no changes in the approved scope of services can be made without submission of a written request with justification to the City: e.g., changes in service location or service area, reduction in services, implementation of new services/activities, changes in staffing pattern or position titles, changes in program delivery systems).
- 3. Agreements cannot be amended more than twice in the one-year funding cycle.

4. City Departments should keep on file for future reference the copies of all documents submitted to the City as well as the agency's copy of the executed Agreement.
5. During the period of the Agreement, City Departments are expected to have specific hours of operation and to be accessible by telephone and email. CDBG staff must be able to contact staff during the specified business hours and will expect prompt responses to voicemail and email messages.
6. City Departments must keep on file and make available for CDBG staff or HUD review, copies of licenses to operate, required certifications, permits, health inspections of facilities and any other applicable operational documentation required by law.

If a Consultant or Subcontractor is secured to implement project activities, a copy of the agreement entered into with that entity must be kept on file and made available for City staff and HUD review.

**INSTRUCTIONS FOR PREPARATION OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED
ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL PROVISIONS**

The attached Attachment A - Scope of Services and Additional Provisions should be submitted to the attention of the assigned Contract Developer. (see Section 1-a)

- i. Following the orientation meeting, the format for Attachment A will be sent electronically to all City Departments that have been recommended for funding for the FY20-22 funding period.
- ii. The information needed to develop your Attachment A should be emailed in Word format to the assigned Contract Developer, and a hard copy mailed to the Contract Developer. Assigned staff will use this information submitted as the data base for developing the final Attachment A. Information provided should be in line with the program/project descriptions included in Section AP-38 of the respective Annual Action Plan.
- iii. If your agency has been recommended for more than one project, copy the Attachment A format for each separate project and email the information for each of the projects.
- iv. The following applicable information must be provided for the term of the IOM:
 - Attachment A Section I. Scope of Services
 - Attachment B Section V. Budget
- v. City Departments awarded funding from more than one CD District for the same project activities must provide:
 - a) A separate budget for each District allocation
 - b) A separate implementation schedule for each District, if applicable
- vi. The Scope of Services must provide detailed, specific and measurable descriptions of the activities to be carried out.
- vii. Notations in italics and parentheses provide instructions on what information should be provided. Provisions with the notation *[If applicable]* indicate a provision that may not be applicable to all Agreements. If that provision is not applicable to your project(s), do not provide any information pertinent to that provision.
- viii. The budget line items must be prepared using only whole numbers (**no cents**) reflecting the total dollar amount of the award.



Public Services

INTER OFFICE MEMORANDUM

TO: Department Director
Department Name

FROM: HCD Director Name
Housing and Community Development

Cc:

DATE: XXX X, XXXX

SUBJECT: *Implementation of Public Services*

Under provision of U.S. Department and Urban Housing Development (HUD) for a Community Development Block Grant (Project Title)

1. Purpose

This Interoffice Memorandum (IOM) authorized by City of Oakland Resolution No. **XXXXX** C.M.S., passed on **(Resolution Date)** is entered into between the Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Unit and **(Department/Unit)** for the provision of the **(Project Title)** which will deliver the following services:

Narrative of Services

The purpose of this IOM is to establish understanding of the above mentioned entity concerning their respective roles and responsibilities for implementation of public services under provisions of the U.S. Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under the Housing and Community Development Act of 1974.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

funds allocated under this IOM being de-obligated by the CDBG Manager and redirected to other projects.

5. Services To Be Provided

The services to be provided under the terms of this IOM are described in detail in Attachment A-Scope of Services as well as in Performance Measures Worksheet. In accordance with use of Federal Funds and CDBG Regulations, all listed services will be offered free of charge to low- to moderate-income residents of Oakland. Scope of work must meet one of three National Objectives¹:

- a. Low/Moderate Income Benefit
- b. Urgent Need
- c. Removal of Slum or Blight

6. Budget

The costs for the provision of services provided under the terms of this IOM are described in detail in Attachment B-Budget.

7. Program Income

Any funds received as return of costs, as income generated from fees or charges for the CDBG-funded activities or as proceeds from repayments including principal and interest of loan funds provided by the City, are program income which is the property of the CDBG Program but which may be used during the period of the IOM for the activities funded by the IOM. Recipients are accountable to City for the use of those funds until such time as the CDBG Program formally relinquishes rights to the funds. The amount and source of the program income received must be reported Monthly to the DCHD. Disbursement of funds under the interoffice memorandum shall be reduced by the amount of program income balances on hand. In the event of dissolution of an agency that is the recipient of a

¹ Code of Federal Regulations 570.208

loan, all rights to outstanding loans shall be transferred to the City and loan repayments are to be paid to an account designated by the City for receipt of said payments.

8. Procedure for Amendments

An amendment to the IOM is required upon substantial modifications to the scope of work, use of funds, performance period and/or a change of beneficiary.

This IOM and any amendments thereof shall remain in effect until terminated by either party upon sixty (60) days written notice to the other party.

By: _____
Department Director Name
Department Name

By: _____
Shola Olatoye,
Housing & Community Development

Date: _____

Date: _____

For questions please contact XXXXXX, CD Program Coordinator at 510-238-XXXX.

Attachments:

Scope of Work – CDBG Funded Public Services
Budget

Attachment A
Attachment B

PUBLIC SERVICES

Project Title: _____

Department: _____

SCOPE OF WORK

A. Project/Program Description

.

Goal(s)

- *[delineate the specific project activities to be carried out]*

C. Objective(s)

Process Objective No. 1:

Process Objective No. 2:

Process Objective No. 3:

Process Objective No. 4:

It is expected that Subgrantee will, in the required Monthly Monitoring Reports, report on the Outcome Objectives and Methods specified in the Performance Measures Worksheet attached as Attachment B. This data will be verified by City staff in monitoring site visits.

D. Services To Be Provided

Process Objective No. 1:

Process Objective No. 2:

Process Objective No. 3:

Process Objective No. 4:

E. Clients To Be Served

1. Number
2. Eligibility criteria

F. Recruitment and Selection Process

1. Recruitment
2. Selection

G. Project/Program Staff

1. Number of Positions [*position title(s) and number of staff persons*]

Any changes in the number and responsibilities of the staff positions assigned to this project should be submitted to the Administering Department for prior approval.

2. Duties and responsibilities

DOCUMENTATION TO BE MAINTAINED AND SUBMITTED

A. Benefit Documentation

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives specified in Exhibit B. Summary of National Objectives. The Subrecipient certifies

that the activity to be carried out under this Agreement will meet at least one of the applicable National Objectives:

- a. Low/Moderate Income Benefit
- b. Urgent Need
- c. Removal of Slum or Blight

Low/Moderate-Income Benefit Determination:

Either: *[For Limited Clientele Activities]*

The Subgrantee shall ensure that at least fifty-one percent (51%) of the persons benefiting from its services are of low- and moderate-income and shall submit the limited clientele benefit documentation specified in the attached Exhibit B-1. The persons served must meet the program income guidelines attached as Exhibit B-2. The Subgrantee shall report the economic data as well as the racial/ethnic data of clients as specified in Exhibit A(S), Section XXX. Program Monitoring and Evaluation.

Or: *[For Presumed Benefit Activities]*

The Subgrantee shall ensure that the clients benefitting from its service are exclusively in any one or a combination of categories defined in Exhibit B-1 that are generally presumed to be principally low- and moderate-income persons. Based on spot surveys or estimates of persons served, the Subgrantee shall provide the Department of Housing and Community Development with information on the ethnic/racial background of its clients, and the percentage of female-headed households served.

Or: *[For Area Benefit Activities]*

The Subgrantee shall ensure as described in Exhibit B-1 that the activity to be carried out is located in a primarily residential area in which not less than 51% of the residents are low- and moderate-

income persons. The benefits of the activity must be available to all the residents in the service area. Census tract data on the low- and moderate-income population of the seven CD Districts is attached as Exhibit B-3. The Subgrantee shall also report the racial/ethnic data of clients.

B. Records to be Maintained

The Subgrantee shall maintain for monitoring and review by City staff the following records required to determine the eligibility of activities:

1. Records of client selection, enrollment, and participation/attendance.
2. Records providing a full description of each activity undertaken or services provided.
3. Records providing amount of financial assistance per household served.
4. Records providing addresses for households receiving financial assistance.
5. Submission of Records - The Subgrantee shall submit to the Department of Housing and Community Development on a monthly basis copies of the following records:
 - i. Summary of client intake data, including information on referrals made.
 - ii. Sign-in sheets.
 - iii. Enrollment records.
6. List of Clients

D. Verification of Client (household) Income

E. Monthly Monitoring Reports (MMR)

Department/Agency Name shall submit Monthly reports on the progress of the project/program and expenditure of funds to DHCD staff. The reports shall be submitted by the fifth (5th) day of the month following the reporting period. The reports shall include the following information for

each reporting period:

1. Expenditure Reports

The Monthly Expenditure Report attached as Attachment E-1 shall be submitted with the **Oracle Funds Available Report** documenting expenditures for the reporting period.

2. Monthly Progress Reports

The Monthly Progress Report attached as Attachment F shall be submitted with documentation of:

- a. Persons Served
 - b. Beneficiary Race & Ethnicity Demographics
 - c. Beneficiary Income Demographics
 - d. Accomplishment Narrative
 - e. Any problems encountered or anticipated and the plan and actions taken to remediate barriers.
 - f. See *Attachment F-1 for "Monthly Progress Reports Instructions"* for additional reporting requirements specific to the type of service provided.
3. Release of funds shall be contingent upon compliance with these reporting requirements and upon certification by DHCD that **Department/Agency Name** has met the programmatic terms and conditions of the interoffice memorandum.

F. Consultant Agreements *[if applicable]*

1. Procurement of any consultant services to provide supplies and services related to the activities funded under this agreement shall comply with the procedures of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR. Part 200) <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5>
2. HCD shall enter into a consultant agreement with housing service provider which contains City of Oakland's requirements and other applicable requirements and provisions. The format of this document shall be submitted to the DHCD staff for review and approval prior to its use, and DHCD staff may require that a copy of the executed agreement be provided for DHCD files.
3. HCD shall ensure that consultants complete and submit required Schedules, evidence of insurance, and current Business Tax Certificate.
4. HCD shall ensure that all consultant contracts to this agreement incorporate and conform to HUD regulations, including the following provisions delineated in Attachment H-Standard Requirement-Construction Contractor Agreements for Capital Improvement Projects:
 - a.. Section I. Conflict of Interest
 - b. Section II. Political Activity Prohibited
 - c. Section III. Religious Activity Prohibited
 - e. Section IV. Prevailing Wages
 - f. Section V. Equal Employment Practices

BUDGET

Project Title: _____

Department: _____

	<u>CDBG FY20-21 BUDGET</u>	<u>CDBG FY20-21 BUDGET</u>	<u>CDBG Total FY20-22 BUDGET</u>	<u>SUPPLIMENTAL FUNDS SOURCE AND USE</u>
<u>SALARIES, PAYROLL TAXES AND FRINGE BENEFITS</u>				
<u>Salaries</u>				
Position 1				
Position 2				
Position 3				
<u>Taxes and Fringe Benefits</u>	@___%			
<i>TOTAL SALARIES AND TAXES/BENEFITS</i>	\$	\$	\$	\$
<u>OPERATING COSTS</u>				
<i>TOTAL OPERATING COSTS</i>	\$	\$	\$	\$
<u>CONSULTANT SERVICES – Committed By:</u>				
<i>TOTAL CONSULTANT SERVICES</i>	\$	\$	\$	\$
TOTAL EXPENSES	\$	\$	\$	\$

FY20-22: Fund _____ Organization _____ Account _____ Project _____ Program _____

EQUAL EMPLOYMENT PRACTICES

A. HUD Requirements

Consultant shall take necessary affirmative steps to ensure the inclusion in activities funded by this Agreement, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services. Such affirmative steps include (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establishing delivery schedules, when the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring any subConsultants to take the above affirmative steps.

B. Equal Employment Practices

Consultant shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Consultant agrees as follows:

1. Consultant and Consultant's Sub-Consultants, if any, shall not discriminate against any employee or applicant for employment because of gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. Consultant and Consultant's Sub-Consultants shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that all qualified applicants will receive consideration for employment without regard to gender, sexual preference, race, creed, color, national origin, Acquired-Immunity Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

3. If applicable, Consultant will send to each labor union or representative or workers with whom Consultant has a collective bargaining agreement or contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

C. Local, Small Business Enterprise Program (LSBE)

1. For contracts exceeding \$50,000.00, Consultants utilizing Subconsultants shall comply with the LBE/SLBE goals or demonstrate compliance with all good faith effort requirements of the City's Professional Services Contract Program. Additionally, opportunities for training and employment shall be given to residents of the City of Oakland.

2. Consultant shall submit information concerning the ownership and workforce composition of Consultant's firm as well as its Sub-Consultants and suppliers.

3. All affirmative action efforts of Consultant are subject to tracking by the City.

This information or data shall be used for statistical purposes only. All Consultants are required to provide data regarding the make-up of their Sub-Consultants and agents who will perform City contracts, including the race and gender of each employee and/or Consultant and his or her job title or function and the methodology used by Consultant to hire and/or contract with the individual or entity in question.

4. In the recruitment of Sub-Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator's Office will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of race, ethnicity, national origin, gender, religion, sexual orientation, or disability, and make reports quarterly, or as requested, to the City.

5. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

D. Consultant shall submit information on forms supplied by the City concerning the composition of Consultant, its Sub-Consultants, suppliers, professional service providers, and workers, as reasonably requested by the City.

E. Consultant shall insert similar provisions in all subcontracts for work covered by this Agreement.

PERFORMANCE MEASURES WORKSHEET PREPARATION INSTRUCTIONS

The Performance Measures Worksheet should be prepared in the Excel format ONLY and emailed to the assigned Contract Developer (see Section 1-a).

Following the orientation meeting, all City Department Heads that are being funded for the FY 20-22 cycle will be sent the format for the Performance Measures Worksheet specific to their Agreement criteria electronically. The Public Service Performance Measures Worksheet is not required for capital improvement projects.

1. Public Service Performance Measures
 - Public Service Performance Measures Worksheet
 - Public Service Performance Measures Worksheet with Directions for Completion
 - Sample of Completed Public Service Performance Measures Worksheet

The process and outcome objectives specified in the worksheet should be consistent with the proposed objectives and services to be provided as described in Attachment A – Scope of Services and Additional Provisions.

At the end of the Agreement year, you will be expected to report the cumulative annual outcomes.

Performance Measures Worksheet

	A	B	C	D	E	F
1	Agency Name:					
2	Project Title:					
3	Program Component: Housing _____ Economic Development _____ Public Services _____					
4	Goal:					
5	# Clients To Be Served	Measurable Objectives			Methods	
6				Measurement Tools	Source of Data	Processing of Data
7		Process Objective #1				
8			Outcome Objective #1a			
9			Outcome Objective #1b			
10		Process Objective #2				
11			Outcome Objective #2a			
12			Outcome Objective #2b			
13		Process Objective #3				
14			Outcome Objective #3a			
15			Outcome Objective #3b			
16	TOTAL UNDUPLICATED CLIENTS TO BE SERVED:					

Public Service Programs – Directions for Completion

Name of Your Program:		Category: [Select One: Youth, General, Employment Training, Senior Services, Substance Abuse, Battered and Abused Spouses, Tenant/Landlord Counseling and Fair Housing, Child Care Services,]			
Goals: Enhance the quality of life for low and moderate income residents of Oakland via [Select One: housing services, academic tutoring, after-school program, services for youth, home-buyer, homeowner counseling and education, food distribution, services for seniors, fair housing services, child care services, employment preparation or training, legal assistance, medical care, case management, peer support, substance abuse treatment, shelter, information and referral. etc.]					
# Clients Served	Measurable objectives	Outcomes (% changed) This column is for your actual achievements – fill out at the end of year	Methods		
[# and describe type of client, age, status, etc.]	Process Objective 1: # of clients in your program who receive a specific type of service which you define here	Total number of clients you actually served	Measurement tools	Source of data	Processing of data
			What you will use to document the impact of your service on your clients Examples: Enrollment and attendance data. Client satisfaction survey Record of client status on objective Pre – Post test Interviews	Where the data are from Examples: Attendance – your own sign in records, clinic, hospital, school records Recidivism – probation dept. Home loans – city mortgage program	Data tracking and analysis procedures Examples: Computation using Spreadsheets Database Manual tallies
	Outcome Objective 1: % of clients in your program who demonstrate a specific achievement which you define here	Total # of clients divided by the # who exhibited the achievement – will give you the % who changed			
	Process Objective 2: # of clients in your program who receive a specific type of service which you define here	Total number of clients you actually served			
	Outcome Objective 2: % of clients in your program who demonstrate a specific achievement which you define here	Total # of clients divided by the # who exhibited the achievement – will give you the % who changed			

Public Service Programs – Example of Completed Performance Measures Worksheet

Name of Your Program: So and So Fair Housing		Category: Tenant/Landlord Counseling and Fair Housing			
Goals: Enhance the quality of life for low and moderate income residents of Oakland via fair housing services to maintain stable housing and prevent homelessness.					
# Clients Served	Measurable objectives	Outcomes (% changed)	Methods		
			Measurement tools	Source of data	Processing of data
140 clients who are at risk of losing housing	Process Objective 1 120 clients at risk of homelessness will received counseling and housing search assistance.	140 clients at risk of homelessness received counseling and 100 received housing search assistance.	Enrollment and attendance data from counseling sessions	Dated sign in records at counseling sessions; record of number of hours each client received	Excel spreadsheet of types and amount of services received by each client.
	Outcome Objective 1: 70 – 90 % of clients are aware of available housing resources and housing options.	65% of clients demonstrated awareness of available housing resources and options.	Post test of knowledge Client satisfaction survey with added questions about housing knowledge	Post test administered by program staff at end of series of sessions Staff – administered client satisfaction survey	Computation of % of correct answers from post test. Computation of % of clients surveyed claiming greater knowledge.
	Process Objective 2: 40 clients involved in legal disputes over housing will receive legal representation.	45 clients involved in legal disputes over housing received legal representation.	Enrollment and attendance data on legal visits	Dated sign in records at legal representation sessions; record of number of hours each client received	Excel spreadsheet of types and amount of services received by each client.
	Outcome Objective 2: 75 – 95% of clients involved in legal dispute over housing will resolve the dispute successfully, maintaining housing stability.	85% of clients involved in legal dispute over housing resolved the dispute successfully, maintaining housing stability.	Record of client status on objective (status of legal dispute)	Staff maintained and dated log of status of resolution of legal disputes Staff administered client satisfaction survey	Computation of % of successful dispute resolutions among clients receiving legal assistance.

Construction and Acquisition Agreement Preparation

The applicable information specified below must be submitted to the assigned Contract Developer (see Section 1a).

1. Property Acquisition:

The following documentation must be provided:

- The proposed site and sale price, as well as the estimated value based upon comparable market values.
- A purchase agreement with the owner.
- The legal description of the property.
- The following information on the title company in which the funds will be deposited: Name of Title Company; Address; Name of Escrow Officer; Telephone number; Escrow account number

Special considerations:

- CDBG funds may be used for acquisition of a public facility if the entity undertaking the purchase takes title to the property. **However, HUD has determined that paying off or refinancing a loan obtained for the purchase of real property is not considered acquisition if no change in title results.**
- Identify CDBG funds may not be used for the acquisition of structures used for inherently religious purposes but may be used for structures in which eligible activities under a HUD program or activity are conducted. Where a structure is used for both eligible and inherently religious activities, HUD funds may not exceed the cost of the portion of the acquisition that is attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity.
- A property owner who is an employee, agent, officer or consultant of an agency applying for capital improvement funds could potentially be in conflict of interest by deriving a direct financial benefit from improvements to his/her property.

2. Construction:

The following documentation must be provided:

- Proof of legal ownership or authorization from the owner to perform the improvements.
- Cost estimates based on prevailing wage rates (comparable to union scale), preferably from at least three (3) licensed contractors. All contractors must be able to meet the City's Employment and Contracting Standards (Section 11-b)

Special Considerations:

- If the CDBG funds will not cover the total improvements, a discrete portion of the work must be identified that can be completely independently of work to be paid from other funding sources.

- CDBG funds may not be used for the construction or rehabilitation of structures used for inherently religious purposes but may be used for structures in which eligible activities under a HUD program or activity are conducted. Where a structure is used for both eligible and inherently religious activities, HUD funds may not exceed the cost of the portions of the construction or rehabilitation that is attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity.
- Contingency is not an allowable cost.
- Renovation costs may include equipment provided that the equipment is fixed and permanent and is not moveable.
- The work must be in compliance with ADA requirements (see Section 11-c).

3. Architectural or Engineering Design:

The following documentation must be provided: Cost estimates, description of work, and implementation schedule from a licensed professional.

Special Considerations:

- All professional consultants must be able to meet the City’s Employment and Contracting Standards (see Section 11).
- Designs must be in compliance with ADA requirements (see Section 11-c).

EMPLOYMENT AND CONTRACTING: CONSTRUCTION PROJECTS

i. Prevailing Wages

Contractor shall, in compliance with 40 U.S. C. §276(a), otherwise known as the Davis Bacon Act, and implementing regulations, compensate all laborers and mechanics employed by Contractor in an amount no less than the wage rate determined by the U.S. Secretary of Labor to be prevailing on similar construction in the locality. Contractor shall further comply with all other applicable provisions of said legislation and implementing regulations. Contractor shall insert similar provisions in all subcontracts for work covered by this Agreement.

ii. Employment and Contracting

a) Nondiscrimination. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual preference, national origin, or disability in any phase of employment during construction. Contractor agrees to post in conspicuous places available to all employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) HUD Outreach Requirements. Contractor shall take necessary affirmative steps to ensure the inclusion in activities funded by this Agreement, to the maximum extent possible, of minorities and women, and entities owned by minorities and women,

including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services. Such affirmative steps include (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establishing delivery schedules, when the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring any subcontractors to take the above affirmative steps.

c) Labor Department Requirements. Contractor shall comply with the requirements of Executive Order 11246, as amended, and the Department of Labor regulations issued pursuant thereto codified at 41 CFR chapter 60. Said requirements are attached as Exhibit D and are incorporated herein by reference. Said regulations provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during construction. As specified in Executive Order 11246 and the implementing regulations, Contractors and Subcontractors holding construction contracts in excess of \$10,000 shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training and apprenticeship. Contractor shall comply with goals and timetables established by the Secretary of Labor pursuant to these regulations with respect to the participation of women and minorities in the construction workforce.

d) HUD Section 3 Requirements. Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701u). In connection with construction work funded under this Agreement, Contractor shall, to the greatest extent feasible, give opportunities for training and employment to low and very-low income persons residing within the City of Oakland, and, where feasible, shall give priority to low and very-low income persons residing within the neighborhood of the project. Contractor shall, to the greatest extent feasible, award contracts for work performed in connection with this Agreement to business concerns that provided economic opportunities for low and very low-income persons residing within the City of Oakland, and, where feasible, shall give priority to business concerns which provide economic opportunities for low and very-low income persons residing within the neighborhood of the project.

e) City Local Employment Requirements. The City has established a requirement that fifty percent (50%) of the work hours at the construction site be furnished by Oakland residents on a craft-by-craft basis, and that fifty percent (50%) of all new construction hires be Oakland residents. Contractor shall abide by the provisions

of the City's Local Employment Program, available from the Administering Department, and shall achieve the requirements therein for this project or document a good faith effort to meet such goals. Contractor understands that these requirements apply to the entire work of project construction whether or not the City is funding the construction.

f) City Local/Small Local Business Enterprise Requirements. The City has established a requirement that fifty percent (50%) of construction contract amounts shall go to local business enterprises, that twenty-five percent (25%) of construction contract amounts shall go to local business enterprises and 25% to small local businesses, and that fifty percent (50%) of the total trucking dollars be performed by local truckers. Contractor shall abide by the provisions of the City's Local/Small Local Business Enterprise Program, available from the Administering Department, and shall aggressively make every effort to obtain small local business enterprise participation in the project. Contractor understands that these requirements apply to the entire work of project construction whether or not the City is funding the construction.

g) City Professional Service Requirements. The City has established a requirement that fifty percent (50%) of the amount that goes to professional services under this Agreement shall go to local business enterprises, and that twenty-five percent (25%) of the amount that goes to professional services shall go to local business enterprises and 25% to small local businesses. If the prime consultant is a certified local business, the 25% small local business requirement is waived. Contractor shall abide by the provisions of the City's Local/Small Local Business Enterprise Professional Service Program, available from the Administering Department, and shall aggressively make every effort to obtain small local business enterprise participation in the professional service work performed on the project. These requirements shall apply only to those professional service contracts funded by the City under this Agreement, and only if the total City funding of professional services on the project exceeds \$50,000.

h) City 15% Oakland Apprenticeship Workforce Development Partnership System. The City has established a 15% Oakland resident apprenticeship hire requirement that is based on total hours worked and on a craft by craft basis. Contractor shall abide by the provisions of the City's Apprenticeship Program, available from the Administering Department, and shall achieve the requirements therein for this project or document a good faith effort to meet such requirements. Contractor understands that these requirements apply to the entire work of project construction whether or not the City is funding the construction.

i) Reporting. Contractor shall submit information on forms supplied by the City concerning the composition of Contractor, its subcontractors, suppliers, professional service providers, and workers, as reasonably requested by the City.

j) Subcontracts. Contractor shall insert similar provisions in all subcontracts for work covered by this Agreement.

k) Contractors and Subcontractors shall be required to meet the above

requirements, and to submit Weekly Certified Payroll reports through the City's LCPTracker. After the Notice to Proceed has been issued but before work begins, the City Departments and its contractors and subcontractors shall attend a Post-Award Meeting with the City Administrator's Office, Department of Workplace and Employment Standards (*formerly known as Contracts and Compliance*) to review these requirements.

MONTHLY EXPENDITURE REPORTS AND BUDGET MODIFICATION REQUEST

1. Attachment E-1 - Quarterly Expenditure Report Form
2. Attachment E-2 - Sample Budget Funds Available Report
3. Budget Modification Requests
 - a. Budget Modification Request Form
 - b. Budget Modification Request Form with Instructions
 - c. Sample Budget Modification Request Form

ATTACHMENT E-2

Oakland Operating
 Account Period: P12-13
 Encumbrance Type: ALL
 Interval: Year to Date Extended

Funds Available Analysis Report
 PROJECT Range A457810 to A457810
 For PROJECT - A457810

Report Date: 13-AUG-2013 15:44
 Page: 1 of 1
 Budget Name: CITY OP

Currency: USD

FUND	A/C	ACCOUNT	Description	Budget Amount	Encumbrance Amount	Actual Amount	Funds Available
2108	Asset	11311	Cash Held by Treasury: Ci	0.00	0.00	(44,804.88)	44,804.88
Total				0.00	0.00	(44,804.88)	44,804.88
Commitment				0.00			
Obligation				0.00			
Expen	51122		Temporary: Regular Part T	58,428.66	0.00	32,582.70	25,845.96
	51425		Health & Welfare Benefits	0.00	0.00	7,654.06	(7,654.06)
	51613		Civilian: Fringe Benefits	0.00	0.00	2,287.54	(2,287.54)
	51627		Retirement Contributions	0.00	0.00	1,508.96	(1,508.96)
	52211		Stationery and Office Sup	611.16	(0.01)	35.67	575.50
	52629		Supplies: Athletic	500.00	0.00	2.55	497.45
	52116		Telephone	500.00	0.00	526.69	(26.69)
	52600		Supplies: Crafts, Cultural Arts	1,000.00	0.00	131.71	868.29
Total				61,039.82	(0.01)	44,729.88	16,309.95
Commitment				0.00			
Obligation				(0.01)			

***** End of Report *****

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
BUDGET MODIFICATION REQUEST

	A	B	C	D	E
1	ORGANIZATION NAME:				
2	ORGANIZATION EXECUTIVE DIRECTOR:				
3	STREET ADDRESS:				
4	CITY/STATE/ZIP:				
5	PHONE #:				
6	PROJECT/PROGRAM TITLE:				
7	PROJECT ADDRESS (if different):				
8	PROJECT PHONE # (if different):				
9	PROJECT NUMBER				
10					
11	AGREEMENT CONTACT PERSON:				
12	PHONE # & EXT.:				
13	EMAIL:				
14					
15					
16					
17	Budget Cost Category	Approved Budget	Changes plus or (minus)	Proposed Budget	Justification
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40	TOTAL	0	0	0	
41					
42	Budget Modification Approved By Subgrantee:				
43					
44					
45	Name, Title	Date			
46	Budget Modification Approved by CDBG Manager:				
47					
48					
49	CDBG Manager	Date			

DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT BUDGET MODIFICATION REQUEST FORM
INSTRUCTIONS

	A	B	C	D	E
1	ORGANIZATION NAME:				
2	ORGANIZATION EXECUTIVE DIRECTOR:				
3	STREET ADDRESS:				
4	CITY/STATE/ZIP:				
5	PHONE #:				
6	PROJECT/PROGRAM TITLE:				
7	PROJECT ADDRESS (if different):				
8	PROJECT PHONE # (if different):				
9	PROJECT NUMBER				
10					
11	AGREEMENT CONTACT PERSON:				
12	PHONE # & EXT.:				
13	EMAIL:				
14					
15					
16					
17	Budget Cost Category	Approved Budget	Changes plus or (minus)	Proposed Budget	Justification
18					
19	List all budget line items from contract				
20					
21					
22		List approved budget by line item from contract			Provide the reason for the adjustment to each line item referenced
23					
24					
25					
26		Only fill in cells were you are subtracting or adding funds		Once approved by HCD Staff, this will become your approved budget and all subsequent Request for Funds sheets should reflect this budget	
27					
28					
29					
30					
31					
32					
33					
34					
35			This number should remain zero		
36					
37	This is the total contract amount				
38					
39					
40	TOTAL	0	0	0	
41					
42	Budget Modification Approved By City Department Head:				This is the total contract amount. It cannot change
43					
44					
45	Name, Title	Date			
46	Budget Modification Approved by CDBG Manager:				
47					
48					
49	CDBG Manager	Date			

HOUSING AND COMMUNITY DEVELOPMENT AGENCY SAMPLE
BUDGET MODIFICATION REQUEST

	A	B	C	D	E
1	HOUSING AND COMMUNITY DEVELOPMENT				
2	BUDGET MODIFICATION REQUEST				
3					
4	ORGANIZATION NAME:	We Care, Inc.			
5	ORGANIZATION EXECUTIVE DIRECTOR:	Jane Community			
6	STREET ADDRESS:	1212 Hud Way			
7	CITY/STATE/ZIP:	Oakland, CA 77777			
8	PHONE #:	510-222-2222			
9	PROJECT/PROGRAM TITLE:	Youth and Seniors Unite			
10	PROJECT ADDRESS (if different):	Same as Above			
11	PROJECT PHONE # (if different):	Same as Above			
12	PROJECT NUMBER	G33333			
13					
14	AGREEMENT CONTACT PERSON:	Block Grant			
15	PHONE # & EXT.:	510-222-2222 Ext.: 111			
16	EMAIL:	bgrant@shy.org			
17					
18	Budget Cost Category	Approved Budget	Changes plus or (minus)	Proposed Budget	Justification
19	Position 1	\$ 3,817.00		\$ 3,817.00	
20	Position 2	\$ 2,000.00		\$ 2,000.00	
21	Position 3	\$ 2,000.00		\$ 2,000.00	
22	Position 4	\$ 1,000.00		\$ 1,000.00	
23		\$ 8,817.00	\$ -	\$ 8,817.00	
24	Fringe 10%	\$ 883.00		\$ 883.00	
25					
26	Supplies	\$ 1,366.00		\$ 1,366.00	
27	Travel	\$ 1,000.00	\$ 100.00	\$ 1,100.00	Over Budgeted
28	Rent	\$ 7,934.00	\$ (100.00)	\$ 7,834.00	Under Budgeted
29					
30					
31					
32	TOTAL	\$ 28,817.00	\$ -	\$ 28,817.00	
33					
34	Budget Modification Approved By City Department Head:				
35					
36	<i>Joe Analyst Executive Director 8/24/2010</i>				
37	Name, Title		Date		
38					
39	Budget Modification Approved By CDBG Manager				
40					
41	CDBG Programs Manager		Date		

PROGRAM MONITORING

- a. Instructions on Program Monitoring
- b. Public Service Monthly Monitoring Report Form.
 - i. Annotated Public Service Monthly Report Form
 - ii. Blank Public Service Monthly Report Form
- c. Public Facility/Infrastructure Improvement Projects Monthly Monitoring Report Form.
- d. Economic Development Monthly Monitoring Report Form
- e. Housing Rehabilitation Monthly Monitoring Report Form
- f. U.S. Department of Housing and Urban Development Program Income Limits.
- g. Community Development Block Grant Client Satisfaction Survey.

INSTRUCTIONS ON PROGRAM MONITORING

- a. Monthly program monitoring reports (Attachment F) must be submitted with each Monthly Expenditure Report Form.
- b. Monthly reports must be submitted in a timely manner in compliance with the agreed upon timeframe provided for in the Interoffice Memorandum (**the 5th day of the month following the reporting period, unless otherwise specified in the Interoffice Memorandum**).
- c. Monthly reports must be submitted with original or electronic signature of the Director or authorized representative.
- d. At the beginning of each fiscal year, the Director is to submit in writing the name and position title of each person(s) authorized to sign the Monthly reports.
- e. Each report should be for one month only with monthly and year-to-date data.
- f. The reports should include the name and contact information for the person who prepared the report and that can answer questions about the report.
- g. Monthly reports should include an explanation for any problems or delays encountered, and include proposed corrective actions and the expected date to remediate identified issues.

For Public Service Activities:

- a. Project narrative providing status of funded project and benchmarks met.
- b. Monthly reports must clearly and accurately report racial/ethnicity categories, and must comply with the HUD established categories as listed on the report form.
- c. The requirements for race/ethnicity of clients must be incorporated into intake forms and gathered during the intake process.
- d. Household income data (extremely low, low, moderate, non-low/moderate income) must be thoroughly tracked and accurately reported.
- e. Data on female heads of household must be thoroughly tracked and accurately reported.
- f. For services targeted to seniors and disabled, include data on the number of physically and cognitively disabled clients.
- g. Of the persons served, report the number
 1. With new or continuing Access to service or benefit,
 2. With improved access to service of benefit
 3. That received service or benefit that is no longer substandard

4. Of persons provided with overnight shelter
5. Of beds created in overnight shelter or other emergency housing.

For Public Facility/Infrastructure Activities:

- a. Project narrative providing status of funded project and benchmarks met.
- b. Estimate number of persons benefiting from Public Facility/Infrastructure Improvements.
- c. Of the estimated number of persons benefitting (to benefit) from Improvements, report number
 - i. With new or continuing Access to this type of public facility/infrastructure improvement
 - ii. With improved access to this type of public facility/infrastructure improvement
 - iii. With access to Public Facility or Infrastructure that is no longer substandard
- d. Problems encountered, the remediation plan for the identified issue, actions taken, and the estimated date for issue to be resolved.

For Economic Development Activities

- a. Project narrative providing status of funded project and benchmarks met.
- b. Race, ethnicity and income levels of persons served (extremely low, low, moderate, non-low/moderate income)
- c. Number of Businesses Assisted
 - i. New Business
 - ii. Existing Business (# expanding or # relocating)
- d. DUNS No. for each business receiving financial assistance
- e. Number of Jobs Created and Number of Jobs Retained
 - i. # low/income
 - ii. # part time
 - iii. # full time
 - iv. Type of job created/retained (i.e. Retail, administrative, craft worker)

- f. Number of facade improvements or rehabilitation
- g. Amount of financial assistance

For Housing Rehabilitation Activities:

- a. Project narrative providing status of funded project and benchmarks met.
- b. Race and ethnicity of persons served (extremely low, low, moderate, non-low/moderate income).
- c. Income level for each category: “owner” and “renter” (extremely low, low, moderate and non-low/moderate income)
- d. Number of female headed households
- e. Address of each site.
- f. Housing constructed before 1978; Housing constructed after 1978, Exempt (no paint disturbed)
- g. Number of Units that were
 - 1. Lead Safe Work Practices (24 CFR 35.930(b)) (Hard costs <= \$5,000)
 - 2. Interim Controls or Standard Practices (24 CFR 35.930(c)) (Hard costs \$5,000 - \$25,000)
 - 3. Abatement (24 CFR 35.930(d)) (Hard costs > \$25,000)
- h. If the Monthly Program Monitoring Report is incomplete or inaccurate, it will be returned to the originator for corrective action, and could jeopardize future year funding.
- i. Adjustments to the program or its services must not be made before submitting a written request for modification with justification to DHCD staff for approval.
- j. Significant changes to the approved program and services may necessitate an amendment to the Interoffice Memorandum, and will be so determined by DHCD staff.
- k. Interoffice Memorandum may be amended no more than twice a year. Any final amendments to the services must be submitted for approval in writing 90 days before the termination date of the Interoffice Memorandum or budget year.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 MONTHLY PROGRAM MONITORING REPORT
 CITY-ADMINISTERED CDBG FUNDED SERVICE PROJECTS/PROGRAMS
 MONTH ENDING: _____
 YEAR: 20__

	A	B
1	DEPARTMENT NAME:	
2	DEPARTMENT DIRECTOR:	
3	STREET ADDRESS:	
4	CITY/STATE/ZIP:	
5	PHONE #:	
6	PROJECT/PROGRAM TITLE:	
7	PROJECT ADDRESS (if different):	
8	PROJECT PHONE # (if different):	
9	FUND/ACTIVITY/ORG/PROJECT/PROGRAM NUMBER	
10		
11	PROGRAM ADMINISTRATOR:	
12	PHONE# & EXT.:	
13	EMAIL:	
14	PERSON WHO COMPLETES EXPENDITURE REPORT:	
15	PHONE# & EXT.:	
16	EMAIL:	
17	PERSON WHO COMPLETES PROGRAM REPORT:	
18	PHONE# & EXT.:	
19	EMAIL:	
20		
21	EXPENDITURES FOR THIS REPORTING PERIOD:	
22	EXPENDITURE REPORT NUMBER:	
23	PERIOD ENDING:	
24	PROGRAM INCOME:	
25	SOURCE OF PROGRAM INCOME	
26	CD DISTRICTS SERVED:	
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		Program Administrator (signature)
37		
38		
39		Date

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 MONTHLY PROGRAM MONITORING REPORT
 CITY-ADMINISTERED CDBG FUNDED SERVICE PROJECTS/PROGRAMS
 MONTH ENDING: _____ YEAR: 20__

	A	B	C	D	E	F
1						
2	Project/Program Description:					
3	<div style="border: 1px solid black; padding: 2px; background-color: #ffffcc;"> The description must be as it appears in Attachment A- Scope of Work of the Agreement.) </div>					
4	Goals and Objectives as Stated in Agreement:					
5	<div style="border: 1px solid black; padding: 2px; background-color: #ffffcc;"> The Goal must be as stated in the Performance Measures Worksheet </div>					
		Yearly Goals*	New Clients this Reporting Month**	Continuing Clients this Reporting Month***	Total Clients this Reporting Month	Total Clients Year to Date
6	Process Objective #1					
7	Outcome Objective #1a					
8	Outcome Objective #1b					
9	Process Objective #2					
10	Outcome Objective #2a					
11	Outcome Objective #2b					
12	Process Objective #3					
13	Outcome Objective #3a					
14	Outcome Objective #3b					
15	TOTAL UNDUPLICATED CLIENTS SERVED:				<div style="border: 1px solid black; padding: 2px;"> This number represents the UNDUPLICATED client counts. It should be the sum of each reporting month's unduplicated "New Clients" from cell 14C </div>	
16	Unduplicated Physically Disabled Clients Served					
17	Unduplicated Cognitively (Mental and/or Developmental) Disabled Clients Served					
18	Client Satisfaction Surveys Sent					
19	Client Satisfaction Surveys Received****					
20	<i>* Goals should match Performance Measures document from Agreement including the Total number of Unduplicated Clients</i>					

	A	B	C	D	E	F
21	** Attach client intake form for each new client					
22	***Attach sign in sheets-identify activity and which process objective (with continuing clients marked)					
23	****Attach Client Satisfaction Surveys received during this month to this report					
24						
25	<i>NARRATIVE: Complete Monthly</i>					
26	> List component activities for each process objective and number of clients served					
27	> Discuss emerging client needs as it relates to Agreement.					
28						
29	<i>CORRECTIVE ACTION PLAN: Please complete monthly if you are not meeting your goals.</i>					
30	>Identify problems in meeting your Agreement goals >Action needed to correct the above identified problems					
31	<i>(Please note : No modifications to specified Scope of Services or Budget can be initiated without prior written approval from the City of Oakland, CDBG Unit)</i>					

	A	B	C	D	E	F	G
1	RACE/ETHNICITY OF ALL UNDUPLICATED CLIENTS						
2							
3	Data for Reporting Month			Data for Year to Date			
4	Number of Hispanics in Reporting Month	Number of Non-Hispanics in Reporting Month	Total Persons Served in Reporting Month (including Hispanics)	Number of Hispanics Year to Date	Number of Non-Hispanics in Year to Date	Total Persons Served Year to Date (including Hispanics)	
5	RACE INFORMATION:						
6	<i>Persons who identify as a single race</i>						
7	➤ White						
8	➤ Black/African American						
9	➤ Asian						
10	➤ American Indian/Alaska Native						
11	➤ Native Hawaiian/Other Pacific Islander						
12							
13	<i>Persons who identify as being of these specific two races</i>						
14	➤ American Indian/Alaska Native and White						
15	➤ Asian and White						
16	➤ Black/African American and White						
17	➤ American Indian/Alaska Native and Black/African American						
18							
19	<i>Persons who identify as multiple race not listed above (do not simply drop Hispanics in this category-Hispanics must choose a race as well as an ethnicity)</i>						
20	➤ Other Multiple Race						
21	Total Unduplicated Clients Served		0	0	0	0	0

Clients must be asked to choose any of these five races that apply—they may choose one or up to five. *Hispanic is an ethnicity and must be asked as a separate question (See comment in cell 4C). Hispanics should choose at least one*

The Federal Government considers Hispanic to be a ethnicity, not a race, therefore clients must be asked their race first (see Comment on cell 6A) and then if they identify as Hispanic as a Yes or No question

Clients should not be given these choices. The contractor identifies these when the client chooses these combinations of the 5 races that they have been given (see Comment in cell 6A)

This number should match the New clients this reporting month from Section 2, cell 14C

This number should match the total number served year to date from Section 2, cell 14F

	A	B	C	D	E	F	G
1	<p>The Federal Government considers Hispanic to be a ethnicity, not a race, therefore clients must be asked their race first (see Comment on Section 3, cell 6A) and then if they identify as Hispanic as a Yes or No question.</p>	ECONOMIC DATA OF ALL CLIENTS					
2		Data for Reporting Month			Data for Year to Date		
3				Total Persons Served in Reporting Month (including Hispanics)			Total Persons Served Year to Date (including Hispanics)
4		Number of Hispanics in Reporting Month	Number of Non-Hispanics in Reporting Month		Number of Hispanics Year to Date	Number of Non-Hispanics in Year to Date	
5	➤ Female Headed Households						
6							
7	➤ Extremely Low Income (0-30% AMI)						
8	➤ Low Income (31-50% AMI)						
9	➤ Moderate Income (51-80% AMI)						
10	➤ Non-Low/Moderate Income (>80% AMI)						
11	<u>Total Unduplicated Clients Served</u>	0	0	0	0	0	0
12							
13							
14							

This number should match the Total New Clients This Reporting Month from Section 2, cell 14C and Total Persons Served from Section 3, 21D.

This number should match the Total Number Served Year to Date from the Section 2, cell 14D and Total Served Year to Date from Section 3, 21G.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MONTHLY PROGRESS REPORT
CITY-ADMINISTERED CDBG FUNDED PUBLIC FACILITY
OR INFRASTRUCTURE IMPROVEMENT PROJECTS**

MONTH ENDING: _____ YEAR 2020/2021

	A	B
1	DEPARTMENT NAME:	
2	DEPARTMENT DIRECTOR:	
3	STREET ADDRESS:	
4	CITY/STATE/ZIP:	
5	PHONE #:	
6	PROJECT/PROGRAM TITLE:	
7	PROJECT ADDRESS (if different):	
8	PROJECT PHONE # (if different):	
9	FUND/ACTIVITY/ORG/PROJECT/PROGRAM NUMBER	
10		
11	PROGRAM ADMINISTRATOR:	
12	PHONE# & EXT.:	
13	EMAIL:	
14	PERSON WHO COMPLETES EXPENDITURE REPORT:	
15	PHONE# & EXT.:	
16	EMAIL:	
17	PERSON WHO COMPLETES PROGRAM REPORT:	
18	PHONE# & EXT.:	
19	EMAIL:	
20		
21	EXPENDITURES FOR THIS REPORTING PERIOD:	
22	EXPENDITURE REPORT NUMBER:	
23	PERIOD ENDING:	
24	PROGRAM INCOME:	
25	SOURCE OF PROGRAM INCOME	
26	CD DISTRICTS SERVED:	
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		Program Administrator (signature)
37		
38		
39		Date

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MONTHLY PROGRAM MONITORING REPORT
CITY-ADMINISTERED CDBG FUNDED SERVICE PROJECTS/PROGRAMS
MONTH ENDING: _____
YEAR: 20__

	A	B	C	D	E	F
1						
2	Project/Program Discription:					
3	Goals and Objectives as Stated in Contract:					
4		Yearly Goals*	New Clients this Reporting Month**	Continuing Clients this Reporting Month***	Total Clients this Reporting Month	Total Clients Year to Date
5	Process Objective #1				0	
6	Outcome Objective #1a				0	
7	Outcome Objective #1b				0	
8	Process Objective #2				0	
9	Outcome Objective #2a				0	
10	Outcome Objective #2b				0	
11	Process Objective #3				0	
12	Outcome Objective #3a				0	
13	Outcome Objective #3b				0	
14	TOTAL UNDUPLICATED CLIENTS SERVED:					
15	Unduplicated Physically Disabled Clients Served					
16	Unduplicated Cognitively (Mental and/or Developmental) Disabled Clients Served					
17	Client Satisfaction Surveys Sent					
18	Client Satisfaction Surveys Received****					
19	<i>* Goals should match Performance Measures document from Contract including the Total number of Unduplicated Clients</i>					
20	<i>** Attach client intake form for each new client</i>					
21	<i>*** Attach sign in sheets-identify activity and which process objective (with continuing clients marked)</i>					
22	<i>**** Attach Client Satisfaction Surveys received during this month to this report</i>					
23						

Section 2
Performance Measures and Goal

	A	B	C	D	E	F
24	<i>NARRATIVE: Complete Monthly</i>					
25	> List component activities for each process objective and number of clients served					
26	> Discuss emerging client needs as it relates to contract					
27						
28	<i>CORRECTIVE ACTION PLAN: Please complete monthly if you are not meeting your goals.</i>					
29	>Identify problems in meeting your contract goals >Action needed to correct the above identified problems					
	<i>(Please note : No modifications to specified Scope of Services or Budget can be initiated without prior written approval from the City of Oakland, CDBG Unit)</i>					
30						

	A	B	C	D	E	F	G
1	RACE/ETHNICITY OF ALL UNDUPLICATED CLIENTS						
2							
3		Data for Reporting Month			Data for Year to Date		
4		Number of Hispanics in Reporting Month	Number of Non- Hispanics in Reporting Month	Total Persons Served in Reporting Month (including Hispanics)	Number of Hispanics Year to Date	Number of Non- Hispanics in Year to Date	Total Persons Served Year to Date (including Hispanics)
5	RACE INFORMATION:						
6	<i>Persons who identify as a single race</i>						
7	➤ White			0			0
8	➤ Black/African American			0			0
9	➤ Asian			0			0
10	➤ American Indian/Alaska Native			0			0
11	➤ Native Hawaiian/Other Pacific Islander			0			0
12							
13	<i>Persons who identify as a being of these specific two races</i>						
14	➤ American Indian/Alaska Native and White			0			0
15	➤ Asian and White			0			0
16	➤ Black/African American and White			0			0
17	➤ American Indian/Alaska Native and Black/African American			0			0
18							
19	<i>Persons who identify as multiple race not listed above (do not simply drop Hispanics in this category-Hispanics must choose a race as well as an ethnicity)</i>						
20	➤ Other Multiple Race			0			0
21	<u>Total Unduplicated Clients Served</u>	0	0	0	0	0	0

	A	B	C	D	E	F	G
1	ECONOMIC DATA OF ALL CLIENTS						
2							
3		Data for Reporting Month			Data for Year to Date		
4		Number of Hispanics in Reporting Month	Number of Non- Hispanics in Reporting Month	Total Persons Served in Reporting Month (including Hispanics)	Number of Hispanics Year to Date	Number of Non- Hispanics in Year to Date	Total Persons Served Year to Date (including Hispanics)
5	➤ Female Headed Households			0			0
6							
7	➤ Extremely Low Income (0-30% AMI)			0			0
8	➤ Low Income (31-50% AMI)			0			0
9	➤ Moderate Income (51-80% AMI)			0			0
10	➤ Non-Low/Moderate Income (>80% AMI)			0			0
11	<u>Total Unduplicated Clients Served</u>	0	0	0	0	0	0

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MONTHLY PROGRESS REPORT
CITY-ADMINISTERED CDBG FUNDED PUBLIC FACILITY
OR INFRASTRUCTURE IMPROVEMENT PROJECTS**

MONTH ENDING: _____ YEAR 2020/2021

1. PROJECT GOAL(S):	
2. ACCOMPLISHMENT NARRATIVE (4000 CHARACTERS OR LESS)	
2. IMPROVEMENTS UNDERTAKEN DURING REPORTING PERIOD/TO DATE:	
3. ESTIMATE NUMBER OF PERSONS BENEFITTING FROM CAPITAL IMPROVEMENTS	
Of the total persons, number of persons:	
With new access to this type of public facility or Infrastructure Improvement	
With improved access to this type of public facility or infrastructure Improvement	
With access to Public Facility or Infrastructure that is no longer substandard	
Total Persons Served/Benefitted (estimate)	
4. COMPLETION OF SPECIFIED IMPLEMENTATION SCHEDULE BENCHMARKS:	
5. REMAINING IMPROVEMENTS TO BE COMPLETED AS SPECIFIED IN IMPLEMENTATION SCHEDULE:	
6. DESCRIPTION OF BILLABLE WORK ORDERS & CHANGE ORDERS SUBMITTED TO DHCD FOR APPROVAL WITHIN REPORTING PERIOD (IF ANY):	

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MONTHLY PROGRESS REPORT
CITY-ADMINISTERED CDBG FUNDED PUBLIC FACILITY
OR INFRASTRUCTURE IMPROVEMENT PROJECTS**

MONTH ENDING: _____ YEAR 2020/2021

7. DESCRIPTIONS OF ANY PROBLEMS/ISSUES ENCOUNTERED, PLANNED REMEDIATION, AND DATE (TO BE) RESOLVED:

--

--

8. ANY TECHNICAL ASSISTANCE NEEDED TO RESOLVE OUTSTANDING PROBLEMS/ISSUES:

--

ECONOMIC DEVELOPMENT MONTHLY MONITORING REPORT for Month: _____

Businesses Assisted/Job Creation/Retention

	Month To Date	Year To Date
Assistance To Businesses		
Total New Businesses Assisted		
Total Existing Businesses Assisted		
<i>Existing Businesses Expanding</i>		
<i>Existing Businesses Relocating</i>		
Of the Businesses Assisted:		
<i>Number of Business Facades/Buildings Rehabilitated</i>		
<i>Number of Businesses Assisted that Provide Goods or Services to Meet the Needs of a Service Area</i>		
<i>Attach List of Businesses Assisted. Include Business Name, Address, & for businesses receiving direct financial assistance provide DUNS Number. (See "Business Data" tab)</i>		
Jobs Created or Retained (LMJ Benefit)		
Total Job Count (FTE Equivalent)	0	0
Jobs Created	0	
<i>Full Time</i>	0	
<i>Full Time Low/Moderate Income</i>	0	
<i>Total Weekly Hours</i>	0	
<i>Part Time</i>	0	
<i>Part Time Low/Mod</i>	0	
Jobs Retained	0	
<i>Full Time</i>	0	
<i>Full Time Low/Moderate Income</i>	0	
<i>Total Weekly Hours</i>	0	
<i>Part Time</i>	0	
<i>Part Time Low/Mod</i>	0	
Job Performance Measure		
Of Jobs Created , Number of Jobs With Employer Sponsored Health Care Benefits		
Of Jobs Created , Number of Persons Unemployed Prior to Taking Jobs Created Under this Activity		
Of Jobs Retained , Number of Jobs With Employer Sponsored Health Care Benefits		

Types of Jobs Created		
Officials and Managers		
Professional		
Technicians		
Sales		
Office and Clerical		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		

Types of Jobs Retained		
Officials and Managers		
Professional		
Technicians		
Sales		
Office and Clerical		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		

<p>ECONOMIC DEVELOPMENT Accomplishment Narrative: (maximum 4000 characters) - Include accomplishments, areas served, type of services provided (based on IOM scope of work), barriers, remediation plan for each barrier and date barrier is to be resolved.</p>		
<p style="text-align: center;">*Accomplishments</p>		
	Month To Date	Year To Date
Accomplishment Type		
Businesses Assisted	0	0
No.# - Jobs	0	0
<i>Retained</i>	0	0
<i>Created</i>	0	0

ECONOMIC DEVELOPMENT MONTHLY MONITORING REPORT for Month: _____ Year: 20__

*Direct Benefit Data by Persons for Jobs Created & Retained				
Race /Ethnicity	Month To Date		Year To Date	
	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
Amer. Indian/Alaskan Native & Black/African Amer.				
Other multi-racial				
Totals				
*Income Levels Total				
	Month To Date	Year To Date		
Extremely Low				
Low				
Moderate				
Non-Low/Moderate				
Totals				
Percent Low/Mod				
%				
Female heads of household				

Housing Rehabilitation

for period ending: (Month/Year) _____

DIRECT BENEFIT DATA BY HOUSEHOLDS												
Race /Ethnicity	OWNER				RENTER				TOTAL			
	Month To Date		Year To Date		Month To Date		Year To Date		Month To Date		Year To Date	
	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic	Hispanic	Non-Hispanic
White									0	0	0	0
Black/African American									0	0	0	0
Asian									0	0	0	0
American Indian/Alaskan Native									0	0	0	0
Native Hawaiian/Other Pacific Islander									0	0	0	0
American Indian/Alaskan Native & White									0	0	0	0
Asian & White									0	0	0	0
Black/African American & White									0	0	0	0
Amer. Indian/Alaskan Native & Black/African Amer.									0	0	0	0
Other multi-racial									0	0	0	0
Totals	0	0	0	0	0	0	0	0	0	0	0	0

INCOME TOTAL LEVELS						
	OWNER		RENTER		TOTAL	
	Month To	Year To	Month To	Year To	Month To	Year To
Extremely Low					0	0
Low						
Moderate						
Non-Low/Moderate						
Totals	0	0	0	0	0	0
Percent Low/Mod						
Female heads of household						

Housing Rehabilitation	for period ending: (Month/Year)_____	
LEAD PAINT		
Applicable Lead Paint Requirement:		# UNITS
Housing constructed before 1978		
Exempt: housing constructed 1978 or later		
Exempt: No paint disturbed		
Otherwise exempt		
Totals		

*Lead Hazard Remediation Actions: (For rehabilitation only)		# UNITS
Lead Safe Work Practices (24 CFR 35.930(b)) (Hard costs <= \$5,000)		
Interim Controls or Standard Practices (24 CFR 35.930(c)) (Hard costs \$5,000 - \$25,000)		
Abatement (24 CFR 35.930(d)) (Hard costs > \$25,000)		
Total:		

HUD 2020 INCOME LIMITS
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM

Family Size	Extremely Low Income (0-30% of Median)	Very Low Income (31-50% of Median)	Low (Moderate) Income (51-80% of Median)
1	\$27,450	\$45,700	\$73,100
2	\$31,350	\$52,200	\$83,550
3	\$35,250	\$58,750	\$94,000
4	\$39,150	\$65,250	\$104,400
5	\$42,300	\$70,500	\$112,800
6	\$45,450	\$75,700	\$121,150
7	\$48,550	\$80,950	\$129,500
8	\$51,700	\$86,150	\$137,850

NOTE: The median family income for the Alameda/Contra Costa Primary Metropolitan Statistical Area (PMSA) is \$119,200 for a family of four.

With the changes implemented in 1994 that consolidate the planning and application process for the CDBG program and the assisted housing program it administers, HUD is now using the uniform term "low-income" and "very low-income". The terms "moderate-income" and "low-income" which are used in the CDBG program have the same meaning: moderate-income corresponds to the new usage "low-income", while low-income corresponds to the new usage "very low-income".

COMMUNITY DEVELOPMENT BLOCK GRANT
CLIENT SATISFACTION SURVEY

To help us continually improve the quality of services we provide our clients, we utilize this brief form to help us identify where we could make improvements. Please choose the response that best expresses your feelings about the program. Your response is confidential and you should not add your name to the form. Thank you very much for your time.

Department Name:

Project Name/Number:

1. The services provided by this program met my needs.

Strongly Agree	<input type="checkbox"/>	Comments:
Agree	<input type="checkbox"/>	
Neutral	<input type="checkbox"/>	
Disagree	<input type="checkbox"/>	
Strongly Disagree	<input type="checkbox"/>	

2. Program Staff was respectful.

Strongly Agree	<input type="checkbox"/>	Comments:
Agree	<input type="checkbox"/>	
Neutral	<input type="checkbox"/>	
Disagree	<input type="checkbox"/>	
Strongly Disagree	<input type="checkbox"/>	

3. Program Staff was knowledgeable.

Strongly Agree	<input type="checkbox"/>	Comments:
Agree	<input type="checkbox"/>	
Neutral	<input type="checkbox"/>	
Disagree	<input type="checkbox"/>	
Strongly Disagree	<input type="checkbox"/>	

4. I recommend this program to anyone with needs similar to mine.

Strongly Agree	<input type="checkbox"/>	Comments:
Agree	<input type="checkbox"/>	
Neutral	<input type="checkbox"/>	
Disagree	<input type="checkbox"/>	
Strongly Disagree	<input type="checkbox"/>	

5. What do you like most about this program?

Comments:

6. What do you like least about this program?

Comments:

7. Do you have any specific recommendations for improvements of this program?

Comments:

Additional Questions Specific to your Program Goals/Objectives to be worked out with Evaluator.

EMPLOYMENT AND CONTRACTING

- a. Employment and Contracting: Construction Projects:
 - i. Prevailing Wages
 - ii. Employment and Contracting
 - a) Nondiscrimination
 - b) HUD Outreach Requirements
 - c) Labor Department Requirements
 - d) HUD Section 3 Requirements
 - e) City Local Employment Requirements
 - f) City Local/Small Local Business Enterprise Requirements
 - g) City Professional Service Requirements
 - h) City 15% Oakland Apprenticeship Workforce Development Partnership System
 - i) Reporting
 - j) Subcontracts
 - k) Weekly Certified Payroll reports and Post-Award Meeting

EMPLOYMENT AND CONTRACTING: CONSTRUCTION PROJECTS

i. Prevailing Wages

Contractor shall, in compliance with 40 U.S. C. §276(a), otherwise known as the Davis Bacon Act, and implementing regulations, compensate all laborers and mechanics employed by Contractor in an amount no less than the wage rate determined by the U.S. Secretary of Labor to be prevailing on similar construction in the locality. Contractor shall further comply with all other applicable provisions of said legislation and implementing regulations. Contractor shall insert similar provisions in all subcontracts for work covered by this Agreement.

ii. Employment and Contracting

- a) Nondiscrimination. Contractor shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, sexual orientation, national origin, or disability in any phase of employment during construction. Contractor agrees to post in conspicuous places available to all employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) HUD Outreach Requirements. Contractor shall take necessary affirmative steps to ensure the inclusion in activities funded by this Agreement, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services. Such affirmative steps include (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establishing delivery schedules, when the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring any subcontractors to take the above affirmative steps.
- c) Labor Department Requirements. Contractor shall comply with the requirements of Executive Order 11246, as amended, and the Department of Labor regulations issued pursuant thereto codified at 41 CFR chapter 60. Said requirements are attached as Exhibit D and are incorporated herein by reference. Said regulations provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all

phases of employment during construction. As specified in Executive Order 11246 and the implementing regulations, Contractors and Subcontractors holding construction contracts in excess of \$10,000 shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training and apprenticeship. Contractor shall comply with goals and timetables established by the Secretary of Labor pursuant to these regulations with respect to the participation of women and minorities in the construction workforce.

- d) HUD Section 3 Requirements. Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701u). In connection with construction work funded under this Agreement, Contractor shall, to the greatest extent feasible, give opportunities for training and employment to low and very-low income persons residing within the City of Oakland, and, where feasible, shall give priority to low and very-low income persons residing within the neighborhood of the project. Contractor shall, to the greatest extent feasible, award contracts for work performed in connection with this Agreement to business concerns that provided economic opportunities for low and very low-income persons residing within the City of Oakland, and, where feasible, shall give priority to business concerns which provide economic opportunities for low and very-low income persons residing within the neighborhood of the project.
- e) City Local Employment Requirements. The City has established a requirement that fifty percent (50%) of the work hours at the construction site be furnished by Oakland residents on a craft-by-craft basis, and that fifty percent (50%) of all new construction hires be Oakland residents. Contractor shall abide by the provisions of the City's Local Employment Program, available from the Administering Department, and shall achieve the requirements therein for this project or document a good faith effort to meet such goals. Contractor understands that these requirements apply to the entire work of project construction whether or not the City is funding the construction.
- f) City Local/Small Local Business Enterprise Requirements. The City has established a requirement that fifty percent (50%) of construction contract amounts shall go to local business enterprises, that twenty-five percent (25%) of construction contract amounts shall go to local business enterprises and 25% to small local businesses, and that fifty percent (50%) of the total trucking dollars be performed by local truckers. Contractor shall abide by the provisions of the City's Local/Small Local Business Enterprise Program, available from the Administering Department, and shall aggressively make every effort to obtain small local business enterprise participation in the project. Contractor understands that these requirements apply to the entire work of project construction whether or not the City is funding the construction.
- g) City Professional Service Requirements. The City has established a requirement that fifty percent (50%) of the amount that goes to professional services under this Agreement shall go to local business enterprises, and that twenty-five percent (25%) of the amount that goes to professional services shall go to local business enterprises and 25% to small local businesses. If the prime consultant is a certified local business, the 25% small local

business requirement is waived. Contractor shall abide by the provisions of the City's Local/Small Local Business Enterprise Professional Service Program, available from the Administering Department, and shall aggressively make every effort to obtain small local business enterprise participation in the professional service work performed on the project. These requirements shall apply only to those professional service contracts funded by the City under this Agreement, and only if the total City funding of professional services on the project exceeds \$50,000.

- h) City 15% Oakland Apprenticeship Workforce Development Partnership System. The City has established a 15% Oakland resident apprenticeship hire requirement that is based on total hours worked and on a craft by craft basis. Contractor shall abide by the provisions of the City's Apprenticeship Program, available from the Administering Department, and shall achieve the requirements therein for this project or document a good faith effort to meet such requirements. Contractor understands that these requirements apply to the entire work of project construction whether or not the City is funding the construction.
- i) Reporting. Contractor shall submit information on forms supplied by the City concerning the composition of Contractor, its subcontractors, suppliers, professional service providers, and workers, as reasonably requested by the City.
- j) Subcontracts. Contractor shall insert similar provisions in all subcontracts for work covered by this Agreement.
- k) Contractors and Subcontractors shall be required to meet the above requirements, and to submit Weekly Certified Payroll reports through the City's LCPTracker. After the Notice to Proceed has been issued but before work begins, the Subgrantee and its contractors and subcontractors shall attend a Post-Award Meeting with the City Administrator's Office, Department of Workplace and Employment Standards (*formerly known as Contracts and Compliance*) to review these requirements.

APPENDIX



Public Facility/Infrastructure Capital Improvements

INTEROFFICE MEMORANDUM

TO:

FROM:

Cc:

SUBJECT:

DATE:

1. Purpose

This Interoffice Memorandum (IOM) authorized by City of Oakland Resolution No. **XXXXXX** C.M.S., passed on **Month/Day/Year** for the provision of the **NAME OF** Project which will provide for the following Public Facility/Infrastructure improvements at the location specified herein: _____ "summary" _____.

The purpose of this IOM is to establish understanding of the above mentioned entity concerning their respective roles and responsibilities for implementation of Public Facility Infrastructure improvements under provisions of the U.S. Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under the Housing and Community Development Act of 1974.

Parties to this document shall coordinate and perform the improvements described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

2. Terms of Interoffice Memorandum

The term of this IOM shall be commenced by July 1, XXXX and shall be completed no later than June 30, XXXX.

3. Grant Amount

The total grant amount to be paid in FY20XX-XX for Public Facility Infrastructure improvements pursuant to this IOM shall in no event exceed the sum(s) of: (SPELL OUT DOLLAR AMOUNT) (\$.00) for FY20XX-XX with CDBG funding contingent upon level funding granted to the City of Oakland by HUD under the CDBG program. .

Upon approval of the IOM, the funds shall be moved into Fund 2108, ***Organization*** ____, ***Account*** ____, ***Project*** ____, ***Program*** ____. The allocated funds shall not be moved or reallocated without the prior approval of DHCD-CDBG Division Management, and are subject to being reprogrammed if they are not expended within the fiscal year for which they have been allocated.

The release of FY20XX-XX funds will be subject to the availability of sufficient funding allocated by HUD in the annual grant for that program year; and shall be conditional upon **Department/Agency Name**

satisfactorily meeting the performance standards agreed to with the DHCD, including submission of timely, accurate and complete Monthly reports and compliance with the programmatic terms and conditions of the IOM.

4. Utilization & Progress (Timeliness)

Utilization of awarded CDBG funds and reasonable progress toward the completion of the Scope of Work detailed in Attachment A will be assessed every two months by CDBG staff, based on the required monthly monitoring reports submitted. By the seventh month of the fiscal year, those projects with less than a 60% utilization of funds and comparable progress will be at immediate risk of CDBG funds allocated under this IOM being de-obligated by the CDBG Manager and redirected to other projects.

5. Scope of Work and Budget

The Public Facility Infrastructure improvements to be carried out under the terms of this IOM are described in detail in Attachment A-Scope of Work with the corresponding budget, as well in Attachment B-Budget. In accordance with the use of Federal Funds and CDBG Regulations, all facility improvements will benefit *principally* low- to moderate-income residents of the City of Oakland. Scope of work must meet one of three National Objectives¹:

- a. Low/Moderate Income Benefit
- b. Urgent Need
- c. Removal of Slum or Blight

6. Conditional Use of Facility (or) Infrastructure

For Interoffice Memorandum over \$25,000)

Agency Name agrees to use and maintain the facility/infrastructure to be improved as a the Improvements facility/infrastructure principally benefiting low- and moderate-income persons for a minimum period of five (5) years after the termination date of this Interoffice Memorandum. In the event that **Department/Agency Name** proposes to change the use of the said facility/infrastructure or the beneficiaries before the five (5) year period expires, **Department/Agency Name** shall notify the DHCD so that affected citizens may be provided with reasonable notice of, and opportunity to comment on, any proposed change. If the proposed change in use will not principally benefit low- and moderate-income persons, **Department/Agency Name** shall be required to reimburse the CDBG Program in the amount equal to the percentage of the current fair market value of the property at the time that the change in use is proposed, which amount represents the CDBG portion of the funds expended for the improvements to the property.

6. Program Income

Any funds received as return of costs, as income generated from fees or charges for the CDBG-funded activities or as proceeds from repayments including principal and interest of loan funds provided by the City, are program income which is the property of the CDBG Program but which may be used during the period of the interoffice memorandum for the activities funded by the interoffice memorandum.

¹ Code of Federal Regulations 570.208

ATTACHMENT A

SCOPE OF WORK – CDBG FUNDED PUBLIC FACILITY INFRASTRUCTURE IMPROVEMENTS

A. Project/Program Description

_____ shall administer _____ Project/Program to provide for the following Public Facility Infrastructure improvements at the location specified herein: _____

_____.

B. Scope of Work

[Provide a description of the facility(ies) or infrastructure(s) to be improved, the use of the facility(ies) or infrastructure(s), the clients or area served at or by the facility(ies) or infrastructure(s), the improvements to be carried out, and the implementation schedule benchmarks. Any relevant specifications and drawings should be attached]

C. Benefit Documentation

[For Area Benefit Activities]

The activity to be carried out is located in an area in which not less than 51% of the residents are low- and moderate-income persons, as documented by census tract data. The low- and moderate-income population for the seven CD Districts is attached as Attachment D. The racial/ethnic data of clients must also be reported.

D. Records to be Maintained

Department/Agency Name shall maintain for review records of the following:

1. Records of work performed.
2. Records of the funds expended.

E. Monthly Reports

Department/Agency Name shall submit Monthly reports on the progress of the project/program and expenditure of funds to DHCD staff. The reports shall be submitted by the fifth (5th) day of the month following the reporting period. The reports shall include the following information for each reporting period:

1. Expenditure Reports:
The Monthly Expenditure Report attached as Attachment E-1 shall be submitted with the **Oracle Funds Available Report** documenting expenditures for the reporting period.
2. Monthly Progress Reports:

The Monthly Progress Report attached as Attachment F (c) shall be submitted with documentation of:

- a. The improvements carried out during the reporting period.
- b. The completion status of the implementation schedule benchmarks.
- c. Any problems encountered or anticipated and the attempt to resolve them.
- d. *See Attachment F-1 for “Monthly Progress Reports Instructions” for additional required reporting.*

3. Release of funds shall be contingent upon compliance with these reporting requirements and upon certification by DHCD that **Department/Agency Name** has met the programmatic terms and conditions of the interoffice memorandum.

F. Consultant Agreements [if applicable]

1. Procurement of any consultant services to provide supplies and services about activities funded under this agreement shall comply with the procedures of Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards (2 CFR. Part 200) <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5>
2. **Department/Agency Name** shall enter into a consultant agreement with _____ (*specify*) which contains _____ (*list provisions*) _____ and other applicable requirements and provisions. The format of this document shall be submitted to the DHCD staff for review and approval prior to its use, and DHCD staff may require that a copy of the executed agreement be provided for DHCD files.
3. **Department/Agency Name** shall ensure that consultants complete and submit required Schedules, evidence of insurance, and current Business Tax Certificate.
4. **Department/Agency Name** shall ensure that all consultant contracts to this agreement incorporate and conform to HUD regulations, including the following provisions delineated in Attachment H-Standard Requirement-Construction Contractor Agreements For Public Facility Infrastructure Improvement Projects:
 - a.. Section I. Conflict of Interest
 - b. Section II. Political Activity Prohibited
 - c. Section III. Religious Activity Prohibited
 - e. Section IV. Prevailing Wages
 - f. Section V. Equal Employment Practices

Information Notification Only – Oakland Minimum Wages

Note: Additional Public Facility Infrastructure Improvement Requirements (*Consultant Agreement/Exhibits/Schedule and Forms*)

BUDGET

Project Title: _____

Department: _____

		<u>CDBG FY20-21 BUDGET</u>		<u>CDBG FY20-21 BUDGET</u>	<u>CDBG Total FY20-22 BUDGET</u>	<u>SUPPLIMENTAL FUNDS SOURCE AND USE</u>
<u>SALARIES, PAYROLL TAXES AND FRINGE BENEFITS</u>						
<u>Salaries</u>						
Position 1						
Position 2						
Position 3						
<u>Taxes and Fringe Benefits</u>	@ ___ %					
<i>TOTAL SALARIES AND TAXES/BENEFITS</i>		\$		\$	\$	\$
<u>OPERATING COSTS</u>						
<i>TOTAL OPERATING COSTS</i>		\$		\$	\$	\$
<u>CONSULTANT SERVICES – Committed By:</u>						
<i>TOTAL CONSULTANT SERVICES</i>		\$		\$	\$	\$
TOTAL EXPENSES		\$		\$	\$	\$

FY20-22: Fund _____ **Organization** _____ **Account** _____ **Project** _____ **Program** _____

STANDARD REQUIREMENTS –
CONSULTANT AND PROFESSIONAL
SERVICES AGREEMENT

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V. Oakland Minimum Wage	
VI. Equal Employment Practices.....	

**STANDARD REQUIREMENTS –
CONSULTANT AND PROFESSIONAL
SERVICES AGREEMENT**

I. CONFLICT OF INTEREST

A. HUD rule. Consultant warrants and represents, to the best of its present knowledge, and agrees to exercise due diligence to ensure, that no "covered person" (as defined below) associated with the City or with Consultant has or will obtain a financial interest or benefit from this Agreement, or has or will obtain an interest in any contract, subcontract or agreement with respect to this Agreement or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during that covered person's tenure with the City or Consultant, and for one year thereafter. A "covered person" for purposes of this paragraph includes any employee, agent, consultant, officer, or elected or appointed official of the City or Consultant who, with respect to activities under this Agreement assisted with Federal funds: (a) exercises or have exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. For purposes of this paragraph, a "covered person" specifically includes without limitation any member of the Oakland City Council or any director of a Community Development District Board that has made recommendations on the funding for this Agreement, whether or not that Councilmember or director participated in the funding decision. For purposes of this paragraph, "financial interest or benefit" includes, but is not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, or other business income.

B. Other rules. Consultant warrants and represents, to the best of its present knowledge, that no public official of the City who has participated in making or in any way used his or her official position to influence the making of this Agreement has a financial interest in this Agreement or the program funded under this Agreement. For purposes of this paragraph, an official has a financial interest if the Agreement or the program would foreseeably have a material financial effect, at the time of the official's participation, on (a) the official, (b) the official's spouse or dependent children, (c) any for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (d) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (e) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (f) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year.

Also, Consultant warrants and represents, to the best of its present knowledge, that any public official of the City who is a non-compensated director or officer of Consultant has not participated in the making of this Agreement or in the decision to fund the program from Federal funds.

For purposes of this subsection, "public official" means any City Councilmember, elected or appointed official, member, officer, employee or consultant of the City, and specifically includes any director of a Community Development District Board that makes a recommendation on the funding for this Agreement.

C. Remedies and sanctions. In addition to the rights and remedies otherwise available to the City under this Agreement, Consultant understands and agrees that, if the City reasonably determines that Consultant has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Consultant to the City or to HUD of any amounts disbursed under this Agreement, and/or (4) bar future Federal funding of Consultant by the City. In addition, the City may suspend payments or terminate this Agreement in the event HUD suspends or terminates the grant to the City under which this Agreement is made for conflict of interest reasons, or in the event that the City reasonably determines that an improper conflict of interest situation may arise from payments under this Agreement, whether or not Consultant is responsible for the conflict of interest situation.

D. Subcontracts. Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts for work to be performed under this Agreement a provision prohibiting any conflict of interest described above in this section.

II. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the City or Consultant under this Agreement shall be used for any political purposes, sponsoring or conducting candidate's meetings, nor for publicity or propaganda purposes designed to support or defeat any initiative or legislation pending before Federal, State or Local government.

III. RELIGIOUS ACTIVITY PROHIBITED

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

IV. LIVING WAGE

If the amount of the grant provided under this Agreement is \$100,000 or more, or if the Consultant otherwise receives financial assistance from the City and/or the Redevelopment Agency of the City of Oakland from this grant and other sources in a cumulative amount of \$100,000 or more during any twelve (12) month period, then the Consultant is subject to the Living Wage Ordinance of the Oakland Municipal Code and its implementing regulations as a "City Financial Assistance Recipient" or "CFAR." The Ordinance requires among other things that, unless specific exemptions apply or a waiver is granted, all covered CFARs shall pay a minimum level of compensation to their covered employees of at least **\$14.98 per hour if health benefits of at least \$2.21 per hour are offered, or \$17.19 per hour if no health benefits are offered.** This wage rate shall be adjusted annually pursuant to the terms of the Ordinance. If applicable, Consultant agrees to abide by the requirements of the Living Wage Ordinance to pay the specified minimum compensation to its covered employees, to offer the required compensated and uncompensated leave time to its covered employees, to provide the required notices to its covered employees, to submit the required documentation to the City, and to satisfy all other applicable requirements for the term of this

Agreement, or, if this grant is used to develop real property, for at least five (5) years from the date construction commences.

Consultant shall inform said employees that they may be eligible for Federal Earned Income Credit (EIC), and shall provide forms to apply for advance EIC payments to eligible employees.

Consultant shall provide to all employees and to the City's Contracts and Compliance, Office of the City Administrator written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

Contract shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees, within thirty (30) days of employment under this Agreement.

Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to the City's Contracts and Compliance, Office the City Administrator on a quarterly basis, by March 31, June 20, September 30 and December of 31 for the applicable compliance period. Failure to provide said list within five (5) days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

If Consultant is a covered CFAR, Consultant also agrees to include language in any service contract that it enters into related to its program funded under this Agreement, if the amount of the service contract exceeds \$25,000, requiring that the service contractor comply with Living Wage requirements for its covered employees. Consultant shall submit a copy of such service contracts to the City's Department of Contracting and Purchasing.

For purposes of this section, "covered employees" shall mean any natural person who performs services for the employer and spends at least half of his or her time on work related to the program funded under this Agreement; but shall not include managerial, supervisory, or confidential employees, independent Consultants, volunteers, or those construction employees who are entitled to be paid at prevailing wages.

Under the provisions of the Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and seek other remedies as set forth therein for violations of the Ordinance.



OFFICIAL NOTICE

OAKLAND MINIMUM WAGE

\$14.14 PER HOUR

Rate Effective Date: January 1, 2020

Beginning January 1, 2020, employees who perform at least two (2) hours of work **in a workweek and** within the geographic limits of the City of Oakland **must** be paid wages of not less than **\$14.14 per hour**.

Oakland's minimum wage requirement, pursuant to Measure FF and set forth in the Oakland Municipal Code section 5.92.020, applies to any employee (part-time or full-time) who performs work within the City of Oakland. Each year, the minimum wage will increase, effective January 1, by an amount corresponding to the prior calendar year's increase, if any, in the Consumer Price Index for urban wage earners and clerical workers for the San Francisco-Oakland-San Jose, CA metropolitan statistical area.

Under Section 5.92 et seq., employees who assert their rights to receive the City's minimum wage are protected from retaliation. Employees may file a civil lawsuit against their employers for any violation of this law and may seek remedies in the form of back pay, reinstatement and/or injunctive relief. Employees may also file a complaint with the City's Contracts and Compliance Division. The City will investigate possible violations and will have access to payroll records. Employers who violate Section 5.92 et seq. will be liable for civil penalties for each violation up to a maximum of \$1,000.00 per violation.

- If you have questions, need additional information, or believe you are not being paid correctly, please contact your employer or the City of Oakland's Contracts and Compliance Division at: Contracts and Compliance 250 Frank H. Ogawa Plaza, Suite 3341, 3rd Floor, Oakland, CA 94612 Telephone: 510-238-6258 or E-Mail: minwageinfo@oaklandca.gov.



OFFICIAL NOTICE

OAKLAND PAID SICK LEAVE

Effective Date: March 2, 2015

Pursuant to Measure FF and Oakland Municipal Code section 5.92.030, all employers must provide paid sick leave to each employee (part-time, full-time, and temporary) who performs at least two (2) hours of work *in a particular workweek and* within the geographic limits of the City of Oakland. Employees begin accruing paid sick leave on March 2, 2015 for employees working for an employer on or before that date. Employees who are hired after March 2, 2015 may not use any paid sick leave until after ninety (90) calendar days of employment.

Employees accrue one (1) hour of paid sick leave for every thirty (30) hours worked in the City of Oakland. Employees of employers for which fewer than ten (10) persons (including full-time, part-time, and temporary employees) work for compensation during any given week may have up to forty (40) hours of accrued paid sick leave saved at any time. Employees of other employers may have up to seventy-two (72) hours of accrued paid sick leave at any time. Employers may provide greater sick leave benefits than that mandated by Section 5.92.030. An employee's accrued paid sick leave will carry over from year to year but is not paid out at the time of separation of employment. Employees may use their accrued paid sick leave for their own medical care or to aid or care for a family member or designated person.

Under Section 5.92 et seq., employees who assert their rights to paid sick leave are protected from retaliation. Employees may file a civil lawsuit against their employers for any violation of this law and may seek remedies in the form of back pay, reinstatement and/or injunctive relief. Employees may also file a complaint with the City's Contracts and Compliance Division. The City will investigate possible violations and will have access to payroll records. Employers who violate Section 5.92 et seq. will be liable for civil penalties for each violation up to a maximum of \$1,000.00 per violation.

- If you have questions, need additional information, or believe you are not being paid correctly, please contact your employer or the City of Oakland's Contracts and Compliance Division at: Contracts and Compliance 250 Frank H. Ogawa Plaza, Suite 3341, 3rd Floor, Oakland, CA 94612 Telephone: 510-238-6258 or E-Mail: minwageinfo@oaklandca.gov.



OFFICIAL NOTICE

OAKLAND SERVICE CHARGE LAW

Effective Date: March 2, 2015

Pursuant to Measure FF and Oakland Municipal Code section 5.92.040, Hospitality Employers who collect service charges from customers must pay the entirety of those charges to the hospitality workers who performed those services for which the charge was collected. A Hospitality Employer is a business who owns, controls, or operates any part of a hotel, restaurant, or banquet facility within the City of Oakland. A hospitality worker is any individual who works for a Hospitality Employer and who performs a service for which a Hospitality Employer imposes a service charge.

A service charge includes all separately designated amounts collected by a Hospitality Employer from customers that are for service performed by hospitality workers or are described in such a way that customers might reasonably believe that the amounts are for those services, including without limitation to charges designated as a “service charge,” “delivery charge,” or “portage charge.” Any tip, gratuity, money, or part of any tip, gratuity or money that has been paid or given to or left for the hospitality worker by a customer over and above the actual amount due for services rendered or for goods, food, drink or articles sold or served to the customer are excluded from Section 5.92.040.

Under Section 5.92 et seq., employees who assert their rights under Oakland’s Service Charge law are protected from retaliation. Employees may file a civil lawsuit against their employers for any violation of this law and may seek remedies in the form of back pay, reinstatement and/or injunctive relief. Employees may also file a complaint with the City’s Contracts and Compliance Division. The City will investigate possible violations and will have access to payroll records. Employers who violate Section 5.92 et seq. will be liable for civil penalties for each violation up to a maximum of \$1,000.00 per violation.

- If you have questions, need additional information, or believe you are not being paid correctly, please contact your employer or the City of Oakland’s Contracts and Compliance Division at: Contracts and Compliance 250 Frank H. Ogawa Plaza, Suite 3341, 3rd Floor, Oakland, CA 94612 Telephone: 510-238-6258 or E-Mail: minwageinfo@oaklandca.gov.


City Attorney

OAKLAND CITY COUNCIL
RESOLUTION No. 88203 C.M.S.

A RESOLUTION:

- 1. AMENDING RESOLUTION NO. 87729 C.M.S. TO REAPPROPRIATE \$185,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS PREVIOUSLY ALLOCATED TO THE CITY'S HOUSING ASSISTANCE CENTER FOR FISCAL YEAR 2019-20 ANTI-DISPLACEMENT PROGRAM TO EAST BAY COMMUNITY LAW CENTER FOR ANTI-DISPLACEMENT WORK TO EXPAND ANTI-DISPLACEMENT LEGAL SERVICE DELIVERY INCLUDING LEGAL SERVICES RELATED TO THE CITY'S FAIR CHANCE ACCESS TO HOUSING ORDINANCE; AND**

- 2. AWARDING A TWO-YEAR AGREEMENT TO THE EAST BAY COMMUNITY LAW CENTER IN AN AMOUNT NOT TO EXCEED \$185,000 TO PROVIDE ANTI-DISPLACEMENT LEGAL SERVICES, INCLUDING LEGAL SERVICES RELATED TO THE CITY'S FAIR CHANCE ACCESS TO HOUSING ORDINANCE.**

WHEREAS, the City of Oakland Annual Action Plan for 2019/20 was approved by Oakland City Council Resolution No. 87729 C.M.S., passed on June 4, 2019; and

WHEREAS, Exhibit A to Resolution 87729 includes an allocation of Community Development Block Grant (CDBG) funds to the City's Housing Assistance Center (currently known as the Housing Resource Center) for Housing Related Services, including an in-house Anti-displacement Program; and

WHEREAS, \$185,000 of this allocation (line 24 of Exhibit A to Resolution 87729) remains available for anti-displacement services as a program has not been put in place to date; and

WHEREAS, Resolution 87729 also includes the provision of fair housing/anti-displacement services through a contract with the East Bay Community Law Center ("EBCLC") and the need for said services has increased as the housing crisis remains unabated and the COVID-19 health pandemic is exacerbating this situation, resulting in ongoing threats to housing insecurity among Oakland's low-income residents and most particularly the African American community; and

WHEREAS, Oakland City Council Ordinance No. 13581 C.M.S., passed January 21, 2020, added Chapter 8.25, known as the Fair Chance Access To Housing Ordinance, to the Oakland Municipal Code; and

WHEREAS, the Fair Chance Access To Housing Ordinance limits the use of criminal history in screening applications for rental housing; and

WHEREAS, the Fair Chance Access to Housing Ordinance is a critical tool to prevent the displacement of formerly incarcerated individuals and family members and will promote housing security; and

WHEREAS, staff finds that ensuring full utilization of the Fair Chance Access to Housing Ordinance will be best facilitated through the provision of free legal services and that EBCLC and its anti-displacement activities can serve this function; and

WHEREAS, staff seeks approval to redirect \$185,000 of the 2019/20 CDBG allocation for anti-displacement services to the East Bay Community Law Center to carry out anti-displacement activities including legal services related to the Fair Chance Access to Housing Ordinance for a two-year period on behalf of the City; and

WHEREAS, the reallocation of \$185,000 in CDBG funds from Oakland's Housing Assistance Center to East Bay Community Law Center, will be added to the 2020/21 Annual Action Plan section of the City's 2020/21 - 2024/25 Consolidated Plan to be submitted to the U.S. Department of Housing & Urban Development as early as June 29, 2020 and no later than August 16, 2020; now, therefore, be it

RESOLVED: That City Council Resolution No. 87729 C.M.S. is amended to reduce the amount of CDBG funds allocated to Housing Assistance Center for Housing Related Services (Fund 2108; Organization 89949; Account [Miscellaneous]; Project 1004815) by \$185,000; and be it

FURTHER RESOLVED: That City Council hereby reallocates the \$185,000 in CDBG funds removed from 2019/20 Housing Assistance Center/Housing Related Services program (in-house anti-displacement services) to the East Bay Community Law Center for legal services to be provided during FYs 2020/21-2021/22 related to the Fair Chance Access to Housing Ordinance (Fund 2108; Organization 89949; Account 54912; Project 1004815); and be it

FURTHER RESOLVED: That the City Council awards a two-year agreement to East Bay Community Law Center in an amount not to exceed \$185,000 as set forth in **Exhibit A** (line 39) attached hereto and in the City's Five-Year Consolidated Plan; and be it

FURTHER RESOLVED: That prior to execution all agreements shall be reviewed and approved as to form and legality by the City Attorney; and be it

FURTHER RESOLVED: That executed copies of all agreements shall be filed with the City Clerk.

2948145v1

IN COUNCIL, OAKLAND, CALIFORNIA, June 30, 2020

PASSED BY THE FOLLOWING VOTE:

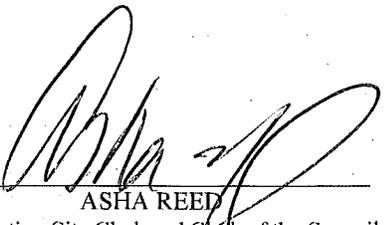
AYES - FORTUNATO BAS, GALLO, GIBSON-MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:


ASHA REED
Acting City Clerk and Clerk of the Council
of the City of Oakland, CA

CDBG, HOME, ESG, HOPWA & CARES ACT ALLOCATIONS

EXHIBIT A

Project #	Sponsor	Program Type/Category	CDBG (FY 20/21)	CDBG (FY 21/22)*	CDBG CARRYFORWARD	REVOLVING LOAN PROGRAM INCOME	HOME	ESG	HOPWA	
1	A Safe Place: Shelter Plumbing Project (Public Facility Improvements)	Public Facility /Capital Improvements	\$ 42,688	\$ -						\$ 42,688
2	Beautification Council: Operation Beautification Advancement (Public Service)	Public Services/Neighborhood Clean Up	\$ 22,774	\$ 40,516						\$ 63,290
3	Construction Resource Center: Construction/Project Management Technical Assistance Training (Economic Development)	Economic Development/ Technical Assistance	\$ 75,000	\$ 50,000						\$ 125,000
4	East Bay Spanish Speaking Citizens' Foundation (SSCF): TEST II (Public Services - Youth)	Public Services/ Youth	\$ 46,930	\$ 46,930						\$ 93,860
5	East Oakland Community Development Corporation: East Oakland Entrepreneurship Forum (Economic Development - Micro Enterprise)	Economic Development/ Microenterprise	\$ 67,175	\$ 66,775						\$ 133,950
6	Family Bridgers, Inc.: Wholeness Program (Homeless solutions - Services & Operation Costs)	Public Services/Homelessness	\$ 52,215	\$ 52,215						\$ 104,430
7	Fred Finch Youth Center dba Fred Finch Youth & Family Services: Rising Oaks (Youth Services)	Public Facility/Youth	\$ 82,144	\$ 49,350						\$ 131,494
8	Greater New Beginnings: Residential Facility (Youth Services)	Public Services/Youth	\$ 48,781	\$ 48,781						\$ 97,562
9	Greater New Beginnings: Residential Facility: (Homeless Youth Services)	Public Services /Homelessness	\$ 15,527	\$ 15,527						\$ 31,054
10	Greater New Beginnings: Residential Facility: (Youth Re-entry Services)	Public Services/Homeless	\$ 15,527	\$ 15,527						\$ 31,054
11	LifeLong Medical Care: (Oakland House Calls Program - Senior Services)	Public Services/Seniors	\$ 22,774	\$ 22,774						\$ 45,548

Project #	Sponsor	Program Type/Category	CDBG (FY 20/21)	CDBG (FY 21/22)*	CDBG CARRYFORWARD	REVOLVING LOAN PROGRAM INCOME	HOME	ESG	HOPWA	
12	Native American Health Center Inc.: 3050 International Boulevard Health	Public Facility/Health Services	\$ 75,000	\$ 75,000						\$ 150,000
13	Oakland Public Works: Bushrod Recreation Center Improvements (Public Facility)	Public Facility /Capital Improvements		\$ 72,247						\$ 72,247
14	Oakland Public Works: Franklin Recreation Center Improvements (Public Facility)	Public Facility /Capital Improvements	\$ 134,466							\$ 134,466
15	Oakland Public Works: Astro Park Improvements (Public Facility)	Public Facility /Capital Improvements		\$ 130,154						\$ 130,154
16	Oakland Public Works: San Antonio Parks Improvements (Public Facility)	Public Facility /Capital Improvements		\$ 47,000						\$ 47,000
17	Oakland Public Works: DeFremery Pool and Park Improvements (Public Facility)	Public Facility /Capital Improvements	\$ 156,371	\$ 138,629						\$ 295,000
18	Oakland Public Works: Dimond Park Improvements (Public Facility)	Public Facility /Capital Improvements		\$ 30,000						\$ 30,000
19	Oakland Public Works: Rainbow Recreation Center Improvements (Public Facility)	Public Facility /Capital Improvements		\$ 82,000						\$ 82,000
20	Oakland Public Works: Elmhurst Library Improvements (Public Facility)	Public Facility /Capital Improvements		\$ 47,137						\$ 47,137
21	Oakland Public Works - Environmental Services Division: D1 Food Hub Pilot (Food Bank)	Public Services/Food Banks		\$ 15,000						\$ 15,000
22	OCCUR: Youth Technology Training (Youth Services)	Public Services/Youth	\$ 83,554	\$ 83,554						\$ 167,108
23	OCCUR: Seniors Technology Training (Senior Services)	Public Services/Seniors	\$ 22,774	\$ 22,774						\$ 45,548
24	Satellite Affordable Housing Associates: (3050 International Boulevard -Acquisition or Public Facility)	Acquisition/Public Facility	\$ 179,211	\$ 58,010						\$ 237,221
25	Student Program for Academic & Athletic Transitioning (SPAAT) (College & Career Performance Program - Youth Services)	Public Services/Youth	\$ 110,220	\$ 110,220						\$ 220,440
26	St. Mary's Center: (Winter Shelter - Senior Services)	Public Services/Seniors/ Homelessness	\$ 58,657	\$ 58,657						\$ 117,314
27	urban university: Single Moms at Work Transitional Housing (Transitional Housing- Public Service)	Public Services/Homelessness/ Transitional Housing	\$ 96,895	\$ 84,530						\$ 181,425

Project #	Sponsor	Program Type/Category	CDBG (FY 20/21)	CDBG (FY 21/22)*	CDBG CARRYFORWARD	REVOLVING LOAN PROGRAM INCOME	HOME	ESG	HOPWA	
28	Vietnamese American Community Center of the East Bay: Senior Services (Senior Services)	Public Services/Seniors	\$ 15,293	\$ 20,722						\$ 36,015
29	Vietnamese Community Development Inc. of the East Bay: Senior Services (Senior Services)	Public Services/Seniors	\$ 15,000							\$ 15,000
30	Helen Mcgregor Plaza	Public Facility /Capital Improvements	\$ 33,247							\$ 33,247
31	Drivers Plaza	Public Facility /Capital Improvements	\$ 15,000							\$ 15,000
32	Unallocated Amount Left To Discretion Of CDBG Office to Reallocate	Non-Public Services		\$ 2,794						\$ 2,794
33	Commercial Property Acquisition- CD District 6	Economic Development	\$ 90,186	\$ 90,586						\$ 180,772
34	City of Oakland /Department of Human Services/Community Housing Services	Alameda County HOPWA - HIV/AIDS Housing, Services & Project Sponsor Administration							\$ 2,056,017	\$ 2,056,017
35	City of Oakland /Department of Human Services/Community Housing Services	HOPWA Grantee Administration							\$ 92,347	\$ 92,347
36	City of Oakland /Department of Human Services/Community Housing Services	HOPWA - Contra Costa County							\$ 904,875	\$ 904,875
37	City of Oakland /Department of Human Services/Community Housing Services	HOPWA – OPERATION DIGNITY							\$ 25,000	\$ 25,000
38	City of Oakland/Department of Housing & Community Development	East Bay Community Law Center/Fair Housing Services -	\$ 261,476							\$ 261,476
39	City of Oakland /Housing & Community Development	East Bay Community Law Center - Fair Chance Program			\$ 185,000					\$ 185,000
40	City of Oakland /Housing & Community Development	East Oakland Community Project	\$ 158,244							\$ 158,244
41	City of Oakland /Human Services/Community Housing	PATH Strategy Operating Expense -Third Party Contracts	\$ 246,772							\$ 246,772
42	City of Oakland /Human Services/Community Housing	City of Oakland/Department of Human Services-Program Delivery	\$ 240,327							\$ 240,327

Project #	Sponsor	Program Type/Category	CDBG (FY 20/21)	CDBG (FY 21/22)*	CDBG CARRYFORWARD	REVOLVING LOAN PROGRAM INCOME	HOME	ESG	HOPWA	
43	City of Oakland /Human Services/ Community Housing	City of Oakland/Department of Human Services-Admin CHS Admin	\$ 495,462							\$ 495,462
44	City of Oakland /Housing & Community Development	Emergency Home Repair and Home Maintenance and Improvement Loan Programs**	\$ 69,441		\$ 818,371	\$ 1,553,566				\$ 2,441,378
45	City of Oakland /Housing & Community Development	DHCD/Access Improvement and Lead-Safe Homes Program Grants **	\$ 358,989		\$ 440,599	\$ 5,559				\$ 805,147
46	Alameda County	Minor Home Repair Program	\$ 159,200							\$ 159,200
47	City of Oakland /Housing & Community Development	City of Oakland /Housing & Community Development Residential Lending/ Rehabilitation – Administration	\$ 785,826							\$ 785,826
48	City of Oakland /Housing & Community Development	Relocation Program	\$ 430,000							\$ 430,000
49	City of Oakland /Housing & Community Development	Homeownership Program	\$ 119,925							\$ 119,925
50	City of Oakland /Housing & Community Development	Housing Resource Center Anti-Displacement Program	\$ 230,000							\$ 230,000
51	City of Oakland /Housing & Community Development	HOME Program-Oakland HCD Administration					\$ 317,398			\$ 317,398
52	City of Oakland /Housing & Community Development	HOME Program-Oakland HCD					\$ 2,856,581			\$ 2,856,581
53	City of Oakland/Economic Workforce Development	Economic Development Program Delivery Costs	\$ 310,858							\$ 310,858
54	City of Oakland /Housing & Community Development	Community Development Block Grant General Administration	\$ 742,623							\$ 742,623
55	City of Oakland /Housing & Community Development	Community Development Block Grant Program Delivery Cost	\$ 601,635							\$ 601,635
56	City of Oakland Department of Human Services/Community Housing Services	Emergency Solutions Grant-Administration						\$ 49,501		\$ 49,501
57	City of Oakland /Housing & Community Development	Emergency Solutions Grant - PATH Strategy						\$ 610,515		\$ 610,515

Project #	Sponsor	Program Type/Category	CDBG (FY 20/21)	CDBG (FY 21/22)*	CDBG CARRYFORWARD	REVOLVING LOAN PROGRAM INCOME	HOME	ESG	HOPWA	
58	City of Oakland /Housing & Community Development	City of Oakland/Department of Housing & Community Development Finance & City Attorney Office General Administration Costs	\$ 172,734							\$ 172,734
59	City of Oakland /Department of Human Services/Community Housing Services	Matilda Cleveland Transitional Housing Program/Lease Cost	\$ 36,000							\$ 36,000
60	City of Oakland /Housing & Community Development	Main Street Launch Small Business Loan Program	\$ 424,163							\$ 424,163
61	City of Oakland /Housing & Community Development	Miscellaneous COVID19 Response and/or Back Up Projects Identified in 1st Substantial Amendment to the 2019/20 Annual Action Plan	\$ 284,525							\$ 284,525
Total			\$ 7,705,609	\$ 1,577,409	\$ 1,443,970	\$ 1,559,125	\$ 3,173,979	\$ 660,016	\$ 3,078,239	\$ 19,198,347

CARES ACT FUNDING

Project #	Sponsor	Program Type/Category					ESG-CV	HOPWA-CV	
62	City of Oakland Department of Human Services/Community Housing Services	Alameda County HOPWA-CV						\$ 302,848	\$ 302,848
63	City of Oakland Department of Human Services/Community Housing Services	Contra Costa County HOPWA-CV						\$ 131,685	\$ 131,685
64	City of Oakland Department of Human Services/Community Housing Services	City Administration HOPWA-CV						\$ 13,439	\$ 13,439
***65	City of Oakland Department of Human Services/Community Housing Services	Rapid ReHousing ESG-CV					\$ 1,475,917		\$ 1,475,917
***66	Department of Human Services/ Department of Violence Prevention	Rapid ReHousing Towards A ReEntry Rapid Housing Flex Fund and to Fund Existing Re-Entry Providers					\$ 800,000		\$ 800,000
Total			\$ -	\$ -	\$ -	\$ -	\$ 2,275,917	\$ 447,972	\$ 2,723,889

*Contingent upon HUD 2021/22 CDBG Award To the City of Oakland in 2021.

**Carry-forward approved per Oakland City Council Resolution 87730 for 2019/20 and 2020/21

***Allocate up to \$800,000 to Project #66 listed above from the \$2,275,917 of COVID ESG funds (ESG-CV) for the Department of Human Services towards Rapid Re-Housing listed hereto in Exhibit A as Project 65, towards a Re-Entry Rapid Housing Flex Fund to be administered by the Department of Violence Prevention and to fund existing re-entry service providers. Fund not less than \$1,475,917 for all other ESG-CV activities.