CITY OF OAKLAND

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBGRANTEES ORIENTATION ON CONTRACT DEVELOPMENT/IMPLEMENTATION PROCESS AND REQUIREMENTS FISCAL YEAR(S) 2020-2022



June 2020

Training Date: July 15, 2020

Department of Housing and Community Development Community Development Block Grant Division

ORIENTATION MANUAL FOR SUBGRANTEES COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FISCAL YEAR(S) 2020-2022

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SECTION 1a

FY20-22 STAFF CONTACTS & CDBG CONTRACT DEVELOPMENT/MONITORING ASSIGNMENTS

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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
	ggarrett@	ory Garrett <u>Poaklandca.gov</u> -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

FISCAL YEARS 2020-2021/2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT DEVELOPMENT SUBMISSION DEADLINES

ITEM	DOCUMENTATION TO BE SUBMITTED	FORMAT	SUBMISSION DEADLINE
DOCU	MENTS TO BE SUBMITTED BY ALL SUB	BGRANTEES:	
1	Schedules and Certifications	Scanned or .pdf copies of originals with	Friday, July 18, 2020
	(Manual Section 5)	blue ink signature to be emailed or	
		mailed	
2	City of Oakland Business Tax Certificate	Scanned or .pdf copy of original to be	Friday, July 24, 2020
	(Manual Section 3-Item 1c)	emailed	
3	Insurance Certificates and Endorsements	Scanned or .pdf copies of originals to be	Immediately
	(Manual Section 4)	submitted by email or mail from the	
		insurance provider	
4	Board of Directors' Designation of	Scanned or .pdf copy of original on	Friday, July 31, 2020
	Authorized Signers	letterhead with blue ink signature to be	
	(Manual Section 8-a-1 and 9-a-1-e)	emailed or mailed	
DOCU	MENTS TO BE SUBMITTED BY PUBLIC	SERVICE SUBGRANTEES:	
5	Attachment A-Service Agreements Scope of		
	Services and Budget		
	(Manual Sections 7-a &-b)	Email to Contract Developer and mail a	Wednesday, August 5, 2020
6	Performance Measures Worksheet	hard copy	
	(Manual Sections 7-c, d g, e, f)		
DOCU	MENTS TO BE SUBMITTED BY CAPITA	L IMPROVEMENT SUBGRANTEES:	
7	a. Proof of Legal Ownership or		
	Authorization from the Property Owner		
	b. Cost Estimates from at least 2 Licensed		
	Contractors	Email to Contract Developer and mail a	Wednesday, August 5, 2020
	c. Description of the Work	hard copy	Wednesday, August 5, 2020
	d. Line Item Budget		
	e. Implementation Schedule		
	(Manual Section 7-g)		
(]	NOTE: Agencies shall be able to provide elec	ctronic signature via Adobe or other signat	ture enabling software. If not, an
	gency shall mail in documents with wet signat		

<u>COMMUNITY DEVELOPMENT BLOCK GRANT</u> <u>FUNDING ALLOCATION AND GRANT AWARD PROCESS</u>

The current process for the award, development and administration of CDBG funded grant agreements with non-profit Subgrantees is as follows:

- 1. The City Administrator shall recommend to the City Council the percentage allocation for housing, economic development, neighborhood improvement/infrastructure, and public service activities.
- 2. The CD District Boards review and make recommendations on proposals to be funded from the allocation for the seven CD Districts which may be recommended for homeless solutions, neighborhood improvement/infrastructure, economic development and public/housing related projects that operate in their respective districts. They also make recommendations for specific Subgrantees to carry out the services and activities.
- 3. Each CD District may not recommend funding less than \$15,000 for a project unless the amount of the applicant's request is less than \$15,000.
- 4. The CDBG funding cycle has been structured to align with the City's two year budget cycle and Grant Agreements with nonprofit organizations will be awarded based on the funding recommendations for a two year period if funding is recommended for 2020-2021 or for a one year period if funding is recommended for either 2020-2021 or 2021-2022.
- 5. Each year the projects that are approved for funding from that year's annual grant are reported to the City Council through the mandatory presentation of the Annual Action Plan. As part of this review and approval, the City Council authorizes entering into the Grant Agreement with each recipient. Projects recommended for funding from other sources such as reprogrammed funds are also reviewed by the City Council and generally include recommendations from the CD District Boards and respective Council Office.
- 6. To ensure that Subgrantees are familiar with contract procedures and requirements, agencies that are recommended for funding must attend a mandatory orientation meeting. No agreements will be executed with and no funds released to any prospective Subgrantee which has not attended the orientation meeting.
- 7. The City Council shall review the evaluation and monitoring findings on prior year programs before approving the projects to be funded in the Annual Action Plan that is submitted to HUD each year.
- 8. No CDBG Grant Agreement may be amended to modify the scope of services or budget more than twice in each two-year funding cycle. **Extended delays in the implementation of agreements could result in the reprogramming of project funds**.

1. Pre-development Phase

- a. Following the mandatory training subsequent meetings are scheduled as needed between the Contract Developer/Project Administrator and other pertinent staff and Subgrantees 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.
- prospective c. All Subgrantees must submit to the respective Contract Developer/Project Administrator the required data and documents assigned which will be reviewed to assess if they satisfy all program requirements. This includes: the final scope of services and budget; contract schedules; current certificates, and other required insurance coverage; and a copy (not original) of a current City of Oakland Business Tax Certificate. Related program documents such as outreach and intake forms, client application forms, sign up sheets for program activities, attendance and enrollment records forms should be provided to the assigned Contract Development/Project Administrator while the Grant Agreement is being developed. Agencies should keep copies of all documents submitted to the City.

All non-profits located in or doing business in the City of Oakland are required to register with the City through the Business License Tax Section at 250 Frank H. Ogawa Plaza, Suite 1320 (Telephone: 510-238-3704/3084). Registration information is available at https://www.oaklandca.gov/services/business-tax-applications-1

Non-profits with a location in the City of Oakland must obtain a zoning clearance for its business location through the Planning and Zoning office at 250 Frank H. Ogawa Plaza, 2ndFloor. Obtain information about zoning permits by calling the Zoning Hotline at (510) 238-3911. https://www.oaklandca.gov/resources/obtain-a-zoning-permit

- d. All Subgrantees must complete and provide the City of Oakland with IRS Form W-9 Request for Taxpayer Identification Number and Certification which can be accessed on https://www.irs.gov/forms-pubs/about-form-w-9.
- 2. <u>Review Phase</u>
 - 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. The Contract Developer/Project Administrator will work with the Subgrantee to prepare the final draft of the Grant Agreement packet which will be routed to the following City Departments for review:
 - i. To the City's Risk Management to determine if the insurance requirements are met and to approve any requests for waivers.
 - ii. To the City Administrator's Office/Contracts and Compliance to certify compliance with contract requirements and, in the case of capital improvement projects, the required reporting process.
 - i. To the City Attorney's Office to certify the corporate status of the contracting organization, to approve the agreement as to form and legality, and to execute the Grant Agreement.
 - ii. The Department of Housing and Community Development shall prepare the transactions necessary to appropriate the funds. No requests for payment or cash drawdown will be processed until the funds have been appropriated.

3. Execution Phase

- a. The Subgrantee will receive notification when the Grant Agreement is ready for signature.
- b. The Grant Agreement will be signed by the Subgrantee and the City Administrator (if the agreement is \$15,000 or above); and then distributed to the Subgrantee and appropriate staff departments. The Subgrantee should keep its copy of the executed agreement on file for future reference.
- c. It is strongly recommended that, until the Grant Agreement is executed and the funds appropriated, the Subgrantee 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, constitute unauthorized expenditures and may not be eligible for reimbursement.
- d. The Grant Agreement provides for Subgrantees to acknowledge the CDBG grant in any media publicity pertaining to the CDBG funded program.

4. Implementation of Service Agreements

- a. CDBG staff will provide Subgrantees with templates for the required reporting of expenditures and program performance.
- b. On a monthly basis, the Subgrantee 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 Grant Agreement. The Project Administrator will review and certify the reports for compliance which is required for reimbursement of funds.
- ii. A Request For Funds with all supporting expense documents and required records. The requisition shall include invoices, payrolls, and other proof of payment of actual costs incurred. CDBG staff will review and approve the payment requests and forward them to Fiscal Services to be processed for payment.

5. Implementation of Construction Agreements

- a. A Pre-Bid, a Pre-Award, and a Pre-Construction Conference will be held with the Subgrantee, the construction contractor, City Administrator's Office/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/Contracts and Compliance to be attended by the Project Administrator, Subgrantee, 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:
 - Construction cost breakdown;
 - > Evidence of all required insurance and bond coverage;
 - > A list of sub-contracts to be awarded;
 - > A construction schedule with starting and completion dates;
 - State of California Contractor License Number;
 - City of Oakland Business License;
 - Work Force Questionnaire;
 - Employment and Contracting Plan.
- d. Work must not be commenced until a Notice to Proceed is issued to the Subgrantee 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 Subgrantee.
 - iii. Completion of a 30-day post construction inspection.
- h. The release of funds shall be conditional upon Subgrantee 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 bu 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 Subgrantee 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 Subgrantees to acknowledge the CDBG grant in any media publicity pertaining to the CDBG funded program.

INSURANCE REQUIREMENTS

Summary: Insurance requirements

Attached is a copy of the City's Insurance Requirements. The requirements that apply to all grantees/vendors/contractors/loan recipients are the first three; commercial general liability, automobile liability, worker's compensation and employer's liability. Any other requirements are conditioned upon the scope of work. If they do not apply to the scope of work for the grantee/vendor/contractor/loan recipient, they may be ignored.

If the grantee/vendor/contractor/loan recipient is a professional that requires a license to perform their work (i.e., Architect, Engineer, Physician, Psychologist, Attorney, CPA etc.), they will be required to provide evidence of Professional Liability insurance appropriate to their profession.

They need to provide us with the following:

- 1. Certificate of insurance evidencing the three types of coverages named above and any other insurance requirements that apply and the limits stated in the requirements.
 - a. The **"Description of Operations"** box must include the following language; The City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers are named as additional insured.
 - b. The "Certificate Holder" must be the City of Oakland department and address of the employee identified as the Project Manager.
- 2. An additional insured endorsement to the general liability policy naming: "the City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers as additional insured." The policy number must be on the endorsement.
- 3. A Workers' Compensation Waiver of Subrogation in favor of the City of Oakland. The policy number must be on the endorsement.

For the detailed insurance requirements please refer to the City of Oakland Schedule Q Insurance Requirements.

Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

a. <u>General Liability, Automobile, Workers' Compensation and Professional Liability</u>

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. Workers' Compensation insurance as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD,** appropriate to the contractor's profession with limits not less than \$______ each claim and \$______ aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
 - v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
 - vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - vii. Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD, appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b. <u>Terms Conditions and Endorsements</u>

The aforementioned insurance shall be endorsed and have all the following conditions:

- Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. <u>Replacement of Coverage</u>

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. <u>Insurance Interpretation</u>

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. <u>Proof of Insurance</u>

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. <u>Deductibles and Self-Insured Retentions</u>

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

h. <u>Waiver of Subrogation</u>

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. <u>Evaluation of Adequacy of Coverage</u>

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. <u>Higher Limits of Insurance</u>

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

SCHEDULES, CERTIFICATIONS, POLICIES AND ORDINANCES

- Instructions on Schedules and Certifications:
 Schedules and Certifications are available on the City of Oakland's website at: https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules
- b. Policies and Ordinances:
 - i. Living Wage Bulletin Rates Effective April 15, 2019 <u>https://www.oaklandca.gov/documents/living-wage-ordinance-rules-and-regulations</u>
 - ii. Equal Benefits Ordinance Excerpts <u>https://library.municode.com/ca/oakland/codes/code_of_ordinances?nodeId=TIT2</u> <u>ADPE_CH2.32EQBEOR#TOPTITLE</u>
 - iii. Oakland Minimum Wage Rate Effective January 1, 2020 https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges

Further details are available under on the City of Oakland's website at: https://www.oaklandca.gov/documents/contracting-policies-and-legislation



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. Employees 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 <u>et seq.</u>, 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 <u>et seq</u>. 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: <u>minwageinfo@oaklandca.gov.</u>



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 "porterage 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 <u>et seq.</u>, 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 <u>et seq.</u> 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: <u>minwageinfo@oaklandca.gov.</u>



Beginning January 1, 2020, employees who perform at least two (2) hours of work <u>in a</u> <u>workweek and</u> 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 <u>et seq.</u>, 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 <u>et seq.</u> 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: <u>minwageinfo@oaklandca.gov.</u>

POST IN PROMINENT PUBLICLY VISIBLE LOCATIONS



City of Oakland

2020 LIVING WAGE BULLETIN

Effective July 1, 2020, Living Wage Rate Without Benefits Increases to \$17.19!

<u>To</u>:

All agencies of the City of Oakland, project managers, buyers, for profit vendors, not-for profit service providers, City Financial Assistance Recipients (CFARs), prime and sub-consultants.

Please Note:

For all service contracts valued at \$25,000 or more and CFARs valued at \$100,000 or more, 2019 living wage rates will increase effective July 2020 as follows:



For additional information, or copies of this bulletin, please go to: <u>http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/dowd009082.pdf</u> or contact Vivian Inman, Contracts Compliance Officer, (510) 238 6261, or <u>vinman@oaklandnet.com</u>. 18

SCHEDULES AND CERTIFICATIONS

COMPLETE ONE SET ONLY OF THE APPLICABLE FORMS REGARDLESS OF THE NUMBER OF AGREEMENTS FUNDED FOR YOUR AGENCY. Submit the final hard copy originals to Sandra Blair in the Department of Housing and Community Development, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-2032. **DO NOT USE OLDER VERSIONS OF THE FORMS.** All required and pertinent data fields should be filled out completely, even if the response is 'Not Applicable'. Each Schedule must be submitted on single-sided sheets not on two-sided sheets and signed in blue ink. Submit the Schedules in alphabetical order, and do not staple them (individually or together). Agreements cannot be routed for staff review and approval for execution without these documents. Please keep copies of all documents submitted to the City.

- i. Combined Grants Schedules:
 - Schedule C-1 -Declaration of Compliance with the Americans with Disabilities Act
 - Schedule K Pending Dispute Disclosure
 - Schedule N Declaration of Compliance-Living Wage Ordinance: For subgrantees with 5 or more employees that have been awarded service agreements in the amount of \$100,000 or more. Report only the employees, primarily the hourly wage employees, who will be employed through the CDBG funded Agreement. A stand-alone version of the Schedule is attached to be completed and submitted by professional services sub-subgrantees procured with CDBG funding in the amount of \$25,000 or more*
 - Schedule N-1– Equal Benefits-Declaration of Nondiscrimination/Equal Access: For subgrantees receiving \$25,000 or more. All subgrantees must submit a complete personnel manual/employee handbook approved by the Board of Directors. Subgrantees who are EBO certified should submit a copy of the certificate and do not need to provide any additional documentation of benefits. Subgrantees who are not EBO certified must provide copies of health plan agreements/policies. Domestic partners are same sex or opposite sex couples registered as such with a state or local government domestic partnership registry*
 - Schedule P Nuclear Free Zone Ordinance 11474 C.M.S.
 - Schedule V Affidavit of Non-Disciplinary or Investigatory Action
 - To be certified Oakland's Minimum Wage Law
 - To be certified Affirmative Action
- ii. Schedule C-2 Declaration of ADA Compliance for Facility Use and Other Special Events Agreements.
- Schedule E Project Consultant Team Listing: For subgrantees who will be procuring architectural, engineering or other professional services with the CDBG funding. Awards of \$50,000 or more will require Local/Small Local Business compliance review.
- iv. Schedule R Subcontractor, Supplier, Trucking Listing: for capital improvement grant agreements.
- v. Schedule Z-Certification A Certification of Debarment and Suspension: for subgrantees receiving more than \$100,000 in Federal funds. *(Please review the attached instructions)*
- vi. Schedule Z-Certification B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction: To be filled out by the subgrantees' contractor(s) receiving more than \$25,000 in Federal funds. *(Please review the attached instructions)*

The Schedules are available on the City Administrator's Office/Contracts & Compliance website at: <u>https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules</u>. They can be filled out and the completed forms printed out but data typed into the form cannot be saved.

Combined Grants Schedules



Business Name H		Phone		Email	
Address	City		State	Zip	Federal ID #
City of Oakland Business License Number	Completed by:			P	hone if different

<u>Schedule C-1</u> – (Declaration of Compliance with the Americans with Disabilities Act)

□ I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

<u>Schedule K</u> – (Pending Dispute Disclosure)

- 1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please check one) \Box Yes \Box No
- 2. If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number:

	Date:	Official(s), Staff person(s) involved:
Administering Department/Division:		Issues:

3. (check) Additional Disputes listed on Attachment

Schedule N - (Living Wage – Declaration of Compliance) Grants accumulating over \$100K, Grants under \$100K mark N/A

Employment Questionnaire: Please respond to the following questions:	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to item "a" above)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) Grants accumulating over \$25K, Grants under \$25K mark N/A

Section A. Grantee Information

- (1) Are you an EBO certified firm (**Please check one**) \Box **Yes** \Box **No** (if yes, please attached certificate and skip Schedule N-1)
- (2) Approximate Number of Employees in the U.S. (3) Are any of your employees covered by a collective bargaining agreement or union

trust fund? (Please check one) \Box Yes \Box No (4) Union name(s)

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) \Box Yes \Box No
- (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please check one) \Box Yes \Box No

Offered to Employees Benefits Offered to Offered to

	Employees only	Employees and their spouses	and their Domestic Partners	at all	attached
Health					
Dental					
Vision					
Retirement (Pension, 401K, etc)					
Bereavement					
Family Leave					
Parental Leave					
Employee Assistance Program					
Relocation & Travel					
Company Discount, Facilities & Events					
Credit Union					
Child Care					
Other					

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Not Offered

Documentation

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because:

<u>Schedule V</u> – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:**____

<u>Oakland's Minimum Wage Law</u> – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial:

<u>Affirmative Action</u> - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:**

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual:	Title:
Signature:	Date:

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <u>https://www.oaklandca.gov/documents/contracting-policies-and-legislation</u> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules

DECLARATION OF ADA COMPLIANCE FOR FACILITY USE AND OTHER SPECIAL EVENTS AGREEMENTS

The Americans with Disabilities Act (ADA) requires that state and local government and private entities make public programs, activities and services accessible to people with disabilities. The City of Oakland (City) requires that all public events, programs, and services provided at City-owned buildings and facilities be conducted in compliance with the ADA. The City further requires that all outside agencies verify ADA compliance by signing this Declaration of ADA Compliance for professional services, facility use, and other agreements that concern the delivery of special events to the public.

_certifies that it will comply with the ADA and the City's ADA Special

Events Policy by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access for people with disabilities to public events, programs, activities and services provided at City facilities;
- B. Providing public events, programs, activities and services at fully accessible facilities as defined by U.S. Department of Justice ADA regulations;
- C. Making reasonable modifications in public events, programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the program would result;
- D. Adhering to any special disability access policies, practices and procedures set out by the City ADA Special Events Policy for use of City facilities and the delivery of special events to the public;
- E. Ensuring effective communications with persons with disabilities through provision of auxiliary aids and services, such as American Sign Language interpreting services; and
- F. When providing transportation to the public, by providing equivalent accessible transportation to people with disabilities.

The undersigned authorized representative hereby obligates the applicant to the above stated conditions. I understand that failure to comply with these conditions may constitute a breach of the subject agreement with the City.

Agency Name		Signature of Authorized Representative					
Address		Type or Print Name					
Phone	Date	Type or Print Title					

To be completed by prime consultants only.	AM LISTING					10	×		
<u>Note:</u> The consultant herewith must list all subconsultants regard percentages of the project work. No other subconsultants, used without prior written approval by the City of Oakland. the appropriate boxes. Firms must be certified with he City Local/Small Local Business Enterprise credits.	Company Name:		Date	G	DAP January J	200 CLA 1000 100	nD jjens		
Type of Work Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

For sub consultants/recipients/grantees (including City Financial Assistance Recipients (CFARs)

Employment Questionnaire

Please provide responses to the following questions:

Item			
<u>No.</u>	DESCRIPTION	RESPONSE	COMMENTS
1.	*How many permanent employees are employed		
	with your company? (If less than 5 employees stop		
	here)		
2.	How many of your permanent employees are paid above the Living Wage rate.		
	How many of your permanent employees are paid		
2	below the Living Wage rate.		
3.	Number of compensated days off per employee		
	(Refer to item "a"" on the other side of the form		
	for the correct number of compensated days off.		
4	Number of trainees in your company?		
5	Norther of conductor other and a 21 areas of		
5.	Number of employees who are under 21 years of		
	age, employed by a nonprofit corporation for after		
	school or summer employment for a period no		
	longer than 90 days.		

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Project Name and Number

Company Name

Signature of Authorized Representative

Address

Type or Print Name

Phone

Date

Type or Print Title

SCHEDULE R SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING

By request, Contracts and Compliance can email an electronic copy of Schedule R to your firm or go to

http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023389.pdf Date												
Note:				Prime Contractor:		-					1852	2002
			f of 1 percent of the prime contractor's total bid or ten thousand regardless of tier to be used on the project. The contractor	Project No.:						63	JAK Jouring for	Chen 150 Years
agrees that no chang	ges will be made in this list without th	e approval of the City of Oakland Provide	e the address, type of work, dollar amount and check all boxes	Project Name:								
that apply. Bidders th amount shall be deer		suppliers with values greater than one ha	If of one percent and all truckers regardless of tier and dollar	Signature:								
Contractor's License #	Type of Work	Company Name	Address and City	Phone Number	Dollar Amount	Supplier	Trucking	LBE	SLBE	VSLBE \ LPG	* Ethnicity	** Gender *** Alternate #
					Donarranount			-		-	*	* *
l	I			Į	1	1		1	1			

Attach additional page(s) if necessary.

(LBE - Local Business Enterprise) (SLBE - Small Local Business Enterprise) (VSLBE - Very Small Local Business Enterprise) (LPG - Locally Produced Goods)

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* Ethnicity - (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** Gender - (M = Male) (F = Female)

*** Alternate (if applicable) - Please indicate in alternate box either 1, 2 or 3 and so on for alternate line items.



Schedule Z Certification of Debarment and Suspension

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$100,000 have not been suspended or debarred from participating in federally funded procurement activities.

- 1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency.
 - b) Have not within a 3 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction under a public transaction or contract.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

Signature of Authorized Representative

Address

Company Name

Type or Print Name

Area Code

Phone

Date

Type or Print Title



Schedule Z Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

Company Name

Signature of Authorized Representative

Address

Type or Print Name

Area Code

Phone

Date

Type or Print Title

Instructions for Certification A & B

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension an/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspense, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONFLICT OF INTEREST PROVISIONS

- a. Conflict of Interest Provisions: Summary of Rules for Community Development Block Grant Subgrantees.
- b. Contractual Provisions on Conflict of Interest.
- c. HUD Required Statement to be signed and submitted annually by each member of your agency's Board of Directors. A sample format (6-c) is provided as a guide but your agency may use its own format provided that it is submitted to City staff for prior review to ensure that it is in compliance.

SECTION 6-a

<u>CONFLICT OF INTEREST PROVISIONS</u> <u>SUMMARY OF RULES FOR CDBG SUBGRANTEES</u>

I. Introduction

Prospective CDBG subgrantees should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Am I or are any of my <u>employees</u> or <u>board members</u>...

- a City employee or consultant who currently exercises or has exercised within the last 12 months CDBG-related functions as part of their City position?

- a director of the Community Development District Board that will participate or has participated within the last 12 months in the City's CDBG selection process?

- a City Councilmember?
- * Am I or are any <u>immediate family members</u> or <u>business associates</u> of my employees or board members...

- a City employee or consultant who exercises CDBG-related functions as part of their City position?

- a director of the Community Development District Board will participate in the City's CDBG selection process?

- a City Councilmember?
- * Will I or any of my <u>employees</u> or <u>board members</u> receive a <u>financial interest</u> or <u>benefit/detriment</u> from CDBG funds (other than employee salaries or personnel benefits)? Will any <u>immediate family members</u> or <u>business associates</u> of my employees or board members receive a <u>financial interest</u> or <u>benefit/detriment</u> from CDBG funds (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a <u>financial effect</u> on a <u>City</u> <u>official</u> or <u>employee</u> who exercises CDBG-related functions, or an <u>immediate family</u> <u>member</u> or <u>business associate</u> of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my

program? Or, for example, do any of these persons own real property near the program or project site, and is it likely that my program or project will have an effect on neighboring real property values?

If you can answer "yes" to any of these questions, it is possible that there \underline{may} be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law.

Each CDBG subgrantee will be required in its grant agreement with the City to warrant and represent, to the best of its knowledge at the time the agreement is executed, that they are not aware of any improper conflict of interest circumstances as described below. Also, the grant agreement will obligate subgrantees to exercise due diligence to ensure that no improper conflict situations occur during the agreement.

A number of federal, state, and City conflict of interest laws will govern activities that are funded with CDBG funds. The following are the major rules summarized here:

- * HUD conflict of interest regulations (24 CFR □ 570.611 and 24 CFR Part 85, Subpart 36).
- * The California Political Reform Act (Gov't. Code $\square \square 87100$ to 87500), and implementing regulations (2 CCR $\square \square 18700$ to 18703).
- * California Government Code Section 1090, et seq.
- * Oakland City Charter Article XII.
- * Oakland Municipal Code Chapter 2.25 "Government Ethics Act."
- * City of Oakland Conflict of Interest Guidelines for the Allocation of CDBG Funds (adopted September 28, 1993).

Excerpts from some of these laws and others are included as an attachment to this summary.

II. Financial interests of City officials.

<u>HUD rule.</u> The HUD conflict of interest rule prohibits any "<u>covered person</u>" associated with the City (as defined below) from obtaining a <u>financial interest</u> or <u>benefit</u> from a CDBG assisted activity or agreement, or the proceeds under any such agreement, during that covered person's tenure with the City <u>and</u> for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG-funded activities under the agreement: (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. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Oakland City Council, or any director of any Community Development District Board that reviews and makes recommendations on the funding for the agreement, whether or not that Councilmember or director

actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity.

Under the City's Guidelines, "financial interests or benefits" include, but are not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, or other business income. Program services that may have monetary value to the recipient are also considered a "financial benefit." Thus, for example, a City employee who prepares a CDBG agreement or a City official who sits on a City board that reviews a CDBG funding proposal may not receive rent payments or other income from the subgrantee while that person remains with the City and for one year after that person leaves the City.

The HUD rule further prohibits anyone with "<u>family</u> or <u>business ties</u>" to the covered public official from receiving a financial interest or benefit. The City's Guidelines define "family ties" to include a spouse, brother, sister, parent or child of the public official, and define "business ties" to mean a general partner or joint venturer of a public official.

<u>State law.</u> State law prohibits a <u>public official</u> of the City who has or had a <u>financial interest</u> in a CDBG agreement or program activity from participating in the <u>making</u> of the agreement, or in any way using his or her official position to influence the <u>decision</u> to fund the program or project. Under state law, an official has a financial interest if the decision to fund the agreement or program would foreseeably have a <u>material financial effect</u>, at the time of the official's participation, on (a) the official has a direct or indirect investment worth \$2,000 or more, (d) any real property (including a personal residence) in which the official has a direct or indirect investment worth \$2,000 or more, trustee, employee or manager, or (f) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled \$500 or more or value of the gift totaled more than \$500 the previous year.

Financial benefits covered by state law could include <u>indirect effects</u> such as the spillover effects of a CDBG program or project on the value of real property owned by the official that is located near the program or project site. This could be a particular concern for projects or programs that involve the use of CDBG funds to make significant capital improvements to real property, such as projects involving new construction or substantial rehabilitation of housing or commercial property. A public official should not participate in making decisions with respect to a CDBG program or project located <u>within 500 feet</u> of real property owned by the official (or the official's spouse or dependent children), unless it can be shown that the project will have <u>no</u> financial effect on the official's property. A public official should not participate in making decisions with respect to a CDBG program or project located <u>more than 500 feet but less than 1000 feet</u> of real property owned by the official (or the official's spouse or dependent children) if the program or project will change the property's: 1) development potential; 2) income producing potential; 3) highest and best use; 4) market value; or 5) character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, or air quality. It will be presumed that projects or programs located 1000 feet or

more from real property owned by the official (or the official's spouse or dependent children) do not have a material effect on the property unless it can be shown by clear and convincing evidence that the property will be materially affected. A public official who <u>leases</u> property also should not participate in reviewing a CDBG project if the project will (1) change the termination date of the lease, (2) increase or decrease the potential rental value of the property, (3) change the official's actual or legally allowable use of the property, or (4) impact the official's use or enjoyment of the leased property.

Under state law, City officials who have any of the above interests should disqualify themselves publicly from any participation (formal and informal) in the decision-making process with respect to the agreement and the program or project.

Another state law requires, any <u>public official</u> of the City who is an employee or a member of the <u>board of directors</u> of a CDBG subgrantee, even a non-compensated director, should publicly recuse him/herself from participating in any discussions relating to the CDBG grantmaking process. Failure of the person to recuse him/herself *before* the discussions begin will disqualify the organization's application for funds.

Similar to the HUD rule, under state law a "public official" would include any elected or appointed official, member, officer, employee or consultant of the City. "Public official" specifically includes any director of any Community Development District Board that reviews and makes recommendations on the funding for the agreement.

<u>Oakland Municipal Code (OMC).</u> Chapter 2.25 OMC prohibits a former "public servant" (including any City board or commission member) from contracting with the City (including its boards), soliciting the City for the award of, or participating in the award by the City of a grant to a subgrantee in which the public servant has a financial interest. These restrictions generally apply for one year after the person ends status as a public servant.

III. Interests of persons associated with the subgrantee.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG subgrantee. The HUD rule prohibits any "covered person" associated with the subgrantee from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or agreement, or the proceeds under any such agreement, during that covered person's tenure with the subgrantee and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the subgrantee who, with respect to CDBG-funded activities under the agreement: (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. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG subgrantee from using CDBG funds to pay for rent on
property owned by that employee or director, as well as family and business associates of that person.

CDBG proceeds should also not be used in any <u>self-dealing transaction</u> within the meaning of the California Corporations Code involving a material financial interest of a director of the subgrantee, unless such a transaction is expressly permitted or considered valid under the Corporations Code.

IV. <u>Remedies and sanctions.</u>

The CDBG grant agreement provides that if a CDBG subgrantee fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the agreement, (3) require reimbursement by the subgrantee to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the subgrantee by the City. In addition, the City may suspend payments or terminate the agreement in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the agreement. This could happen whether or not the subgrantee is responsible for the conflict of interest situation.

Persons who violate state law could be personally liable for fines or prosecuted criminally. Any grant awarded could be voided and funds ordered returned.

May 2019

CONTRACTUAL PROVISIONS ON CONFLICT OF INTEREST

A. Interests of City officials. Contractor warrants and represents, to the best of its present knowledge, and agrees to exercise due diligence to ensure, that no "covered person" associated with the City (as defined below) 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 family or business ties, during that covered person's tenure with the City or for one year thereafter. A "covered person" for purposes of this conflict of interest prohibition includes any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to activities under this Agreement assisted with CDBG 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 any Community Development District Board that reviews and makes recommendations on the funding for this Agreement, whether or not that Councilmember or director participated in said review and recommendation. For purposes of this paragraph, "financial interests or benefits" includes, but is not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, or other business income.

In addition, Contractor 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 or had a financial interest in this Agreement or the project/program funded from this Agreement. For purposes of this paragraph, an official has a financial interest if the Agreement or the project/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 of \$500 or more 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, Contractor warrants and represents, to the best of its present knowledge that any public official of the City who is a noncompensated director of Contractor has not participated in the making of this Agreement or in the decision to fund the project/program from CDBG funds. For purposes of this paragraph, "public official" means any elected or appointed official, member, officer, employee or consultant of the City, and specifically includes any director of any Community Development District Board that reviews and makes recommendations on the funding for this Agreement.

B. Interests of persons associated with Contractor. Contractor agrees that, with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs, no "covered person" associated with Contractor (as defined below) 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 family or business ties, during that covered person's tenure with Contractor or for one year thereafter. A "covered person" for purposes of this conflict of interest prohibition includes any employee, agent, consultant, officer, or official of Contractor who, with respect to activities under this Agreement assisted with CDBG 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, "financial interests or benefits" includes, but is not limited to, consultant fees, commissions, gifts, sales income, rental payments, investment income, or other business income.

Contractor shall exercise due diligence to ensure that no proceeds under this Agreement are used in any self-dealing transaction, within the meaning of the California Corporations Code, involving a material financial interest of a director of Contractor, unless such transaction is expressly permitted or considered valid under the Corporations Code.

C. <u>Remedies and sanctions.</u> In addition to the rights and remedies otherwise available to the City under this Agreement, Contractor understands and agrees that, if the City reasonably determines that Contractor 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 Contractor to the City or to HUD of any amounts disbursed under this Agreement, and/or (4) bar future CDBG funding of Contractor 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 Contractor is responsible for the conflict of interest situation.

D. <u>Subcontracts.</u> Contractor 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.

May 2019

Board of Directors <u>Provide agency name</u>

Conflict of Interest Statement

Conflict of Interest is defined as any arrangement where the Board member or any of the member's immediate family has a direct or indirect financial interest in any contract or business arrangement that supplies any administrative service or materials to (agency name)

Each Board member is given a copy of the policy and is required to sign an acknowledgement that the Board member has received and understands the policy. Board members are expected to voluntarily identify themselves even if it is merely a perception of bias or a conflict of interest as defined above. Should there be a conflict of interest (per legal counsel or mutual agreement); the Board member in question cannot participate in any discussions regarding the contract in question. The Board member with the potential conflict of interest may choose to recuse his or her self from participation in decisions in regard to where there may be a conflict of interest, resign, or the organization can choose another vendor. Such concerns will be reflected in the Board's meeting minutes, and appropriate administrative staff involved with the contracting process will be notified.

(Agency name) ______ will request that all service vendor/subcontractors include a disclosure form to identify the owners, partners and other capacity of the person(s) who have a material financial interest in the vendor/contractor. The disclosure provides transparency and allows for documentation of possible conflicts that may need to be reviewed by administrative staff.

Each Board member will be required to annually review their adherence to this policy by signing this form.

Attestation:

I, person's <u>name (Board member</u>) have received, read and understand <u>name of agency</u> Conflict of Interest Policy. I will voluntarily disclose any possible conflict of interest to the Chair and/or President or any other officer or the full Board of Directors as soon as I am aware of this possibility.

Date:	Signature:	
Date.	 Signator	

SECTION 7

SCOPE OF SERVICES

- a. Instructions for Preparation of the Attachment A-Scope of Services and Additional Provisions for Service Agreements.
- b. Attachment A-Service Agreements Scope of Services and Additional Provisions.
- c. Instructions for Preparation of the Performance Measures Worksheet (for Service Agreements only).
- d. Performance Measures Worksheet.
- e. Annotated Worksheet with Directions on Completion
- f. Sample of Completed Worksheet.
- g. Data To Be Provided for Preparation of Construction and Acquisition Agreements.

Special Note:

- 1. All activities must be in compliance with HUD income eligibility guidelines as specified in the Agreement.
- 2. The title of a project in a proposal that has been recommended for funding should not be changed when drafting the Grant 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 the our records.
- 3. After the Agreement 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).
- 4. Agreements cannot be amended more than twice in the one-year funding cycle.
- 5. Subgrantees 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.
- 6. During the period of the Agreement, Subgrantees are expected to have specific hours of operation and to be accessible by telephone and email. City staff must be able to contact

staff during the specified business hours and will expect prompt responses to voicemail and email messages.

- 7. Subgrantees must provide copies of licenses to operate, certifications required, permit, health inspections of facilities, and any other applicable operational documentation required by law.
- 8. If a Consultant or Subcontractor is secured to implement project activities, a copy of the agreement entered into with that entity must be approved by City staff prior to execution and a copy of the signed agreement must be provided to the Department of Housing and Community Development.

INSTRUCTIONS FOR PREPARATION OF THE ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL PROVISIONS FY20-22 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED SERVICE CONTRACTS

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 subgrantees 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.
- 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 one year period of the Agreement:
 - Attachment A Section I. Scope of Services
 - Attachment A Section II. Schedules
 - Attachment A Section V. Budget
- v. Subgrantees awarded funding from more than one CD District for the same project activities must provide:
 - a) A separate budget for each District allocation
 - b) The number of clients for each District
 - c) 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. For example, if the activity is tutoring, information must be provided on the content of the curriculum, the frequency and duration of the tutoring sessions, and the number of clients accommodated in the tutoring sessions.
- 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 (<u>no cents</u>) reflecting the total dollar amount of the award.

ATTACHMENT A – SERVICE AGREEMENTS

[Subgrantee Name] (Hereinafter called "SUBGRANTEE")

[Project/Program Title]

[Project number]

FISCAL YEAR 2020-2022 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

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I.	Scope of Services	A –
II.	Schedules	A –
III.	Documentation To Be Maintained and Submitted	A -
IV.	First Amendment Requirements*	A -
V.	Budget	A -

*[NOTE: Applicable only to Subgranteess with religious affiliation]

I. SCOPE OF SERVICES

A. <u>Project/Program Description</u>

The Subgrantee shall operate the <u>[Project/Program Name]</u> to provide <u>[brief description of</u> <u>services]</u> at <u>[address]</u> in the <u>Community Development</u> District.

B. Goal(s)

To enhance the quality of life for low- and moderate-income residents of Oakland via: *[delineate the specific project activities to be carried out]*

C. <u>Objective(s)</u>

[List the Process Objectives from the Performance Measures Worksheet]

- 1. Process Objective No. 1:
- 2. Process Objective No. 2:
- 3. Process Objective No. 3:

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. <u>Services To Be Provided</u>

[List the services linked to each Process Objective; provide expanded details (such as, measurable activities, detailed services, curriculum if applicable) on how each Outcome Objective will be achieved; report the number of clients to be served through each activity; provide quarterly benchmarks for the expected annual accomplishments]

E. <u>Clients To Be Served</u>

1. <u>Number</u>

[Annual number and two-year total of projected unduplicated clients. Provide this information by district if serving more than one district].

2. <u>Eligibility criteria</u>

[Inc., client name (or identification code if applicable) district residenc/address, income, need for services].

F. <u>Recruitment and Selection Process</u>

1. <u>Recruitment</u>

[Process for promoting the services]

2. <u>Selection</u>

[Process for selecting clients].

G. Project/Program Staff

1. <u>Number of Positions</u>

The CDBG funds shall provide for the following _____ 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. <u>Duties and responsibilities</u>

[Inc., for each position, the specific duties/responsibilities as well as full or part time hours worked and the percent of time to be charged to the grant funds].

H. <u>Consultant Agreements [if applicable]</u>

The Subgrantee shall enter into a consultant agreement with <u>(specify)</u> which contains <u>(list provisions)</u> and other applicable requirements and provisions. The Subgrantee shall submit the format of this document to the City/Department of Housing and Community Development for review and approval prior to its use.

- 2. The Subgrantee shall ensure that all consultant agreements to this Agreement incorporate and conform to terms of this Agreement, including the following provisions:
 - a. Conflict of Interest Exhibit A(S)-XIX
 - b. Political Activity Prohibited Exhibit A(S)-XXI
 - c. Religious Activity Prohibited Exhibit A(S)-XXII
 - d. Living Wage Exhibit A(S)-XXVI
 - e. Non-Discrimination/Equal Employment Practices Exhibit A(S)-XXX
 - f. Minimum Wage Exhibit A(S) -XXXVI

I. <u>Tutors</u> [if applicable]

- 1. <u>Number of Tutors</u>
- 2. <u>Criteria and Selection Process</u>
- 3. <u>Duties and Responsibilities</u>
- J. <u>Volunteers</u> [if applicable]
 - 1. <u>Number of Volunteers</u>
 - 2. <u>Criteria and Selection Process</u>
 - 3. Duties and Responsibilities

II. <u>SCHEDULES</u>

- A. <u>Days and Hours of Operation</u>
- B. <u>Schedule of Activities</u>

[Daily/weekly/monthly schedule (if applicable)]

C. <u>Holidays To Be Observed</u>

[Select the applicable ones below and insert any additional holidays observed]

	2020-2021	2021-2022
Independence Day	July 4, 2020 (Observed July 6, 2020)	July 4, 2021 (Observed July 5, 2021)
Labor Day	September 7, 2020	September 6, 2021
Admissions Day	September 9, 2020	September 9, 2021
Columbus Day	October 12, 2020	October 11, 2021
Veterans Day	November 11, 2020	November 11, 2021
Thanksgiving Day	November 26, 2020	November 25, 2021
Day after Thanksgiving	November 27, 2020	November 26, 2021
Christmas Eve	December 24, 2020	December 24, 2021
Christmas	December 25, 2020	December 25, 2021 (<i>Observed December 27, 2021</i>)
New Year's Eve	December 31, 2020	December 31, 2021
New Year's Day	January 1, 2021	January 1, 2022 (Observed January 3, 2022)
Martin Luther King Jr. Birthday	January 18, 2021	January 17, 2022
Lincoln's Birthday	February 12, 2021	February 12, 2022
President's Day	February 15, 2021	February 21, 2022
Cesar Chavez Birthday	March 31, 2021	March 31, 2022
Memorial Day	May 31, 2021	May 30, 2022

During these dates, no services will be provided. No make-up days will be scheduled. If there is a change in closure days, the Subgrantee will notify the Department of Housing and Community Development.

III. DOCUMENTATION TO BE MAINTAINED AND SUBMITTED

A. <u>Benefit Documentation</u>

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 Subreceipient certifies that the activity to be carried out under this Agreement will meet the applicable National Objective.

Choose only one of the following:]

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 lowand 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. <u>Review of Documents</u>

The format of the following documents must be submitted to the City staff for review and approval prior to use:

- 1. Outreach and intake forms.
- 2. Sign up sheets.
- 3. Attendance records forms.

4. Enrollment records forms.

C. <u>Records</u>

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

- Time sheets, including social security numbers, of program staff whose salary costs are paid by CDBG funds.
- 2. Records of client selection, enrollment and participation/attendance.
- Records providing a full description of each activity of each activity undertaken or services provided.

[N.B. if tutors or volunteers are used in the program, records of their selection and participation should be specified]

D. <u>Submission of Records</u>

The Subgrantee shall submit to the Department of Housing and Community Development on a monthly basis copies of the following records:

- 1. Summary of client intake data, including information on referrals made.
- 2. Sign up sheets.
- 3. Attendance records.
- 4. Enrollment records.

E. List of Clients

The Subgrantee shall provide the Department of Housing and Community Development with a list of the clients selected to participate in the program. The list shall include the following information for each client: Name, age, address, social security number (if available), family income, if from a female headed household, ethnic/racial background, sex, school in which the student is enrolled and grade [*if applicable*], and date of initial participation in the program.

F. Verification of Client Income

The Subgrantee shall verify the income of each client by reviewing and maintaining documentation of W-2 forms, State or Federal income tax returns, paycheck stubs, retirement or pension checks, government benefit assistance checks, or training allowance stubs.

Language to be used for programs serving Oakland Unified School District

(OUSD) students]: The Subgrantee shall ensure that the Oakland Unified School District staff identifies the participating students who qualify for the Federal Free and Reduced Price Lunch Program and shall verify that at least 51% of the students selected to participate in the program are from low- and moderate-income households.

G. <u>List of Staff</u>

The Subgrantee shall provide the Department of Housing and Community Development with a list of the names, social security numbers, position titles, rate of pay, and working hours of all staff funded by this Agreement.

H. Monthly Monitoring Reports

- The Subgrantee shall submit monthly reports on the progress of the program to the Department of Housing and Community Development. The reports shall be submitted by the fifth (5th) day of the month following the reporting period. The report shall include the following information for each reporting period:
 - a. A summary of activities carried out during the period.
 - b. The number of clients served during the reporting period:

- The number of clients projected for each Process Objectives specified in the Performance Measures Worksheet attached as Attachment B.
- ii. The total unduplicated clients.
- c. The number of hours worked by staff whose salary costs are paid under this Agreement.
- d. Any problems encountered or anticipated and attempts to resolve them.
- 2. Release of funds shall be contingent upon compliance with these reporting requirements and upon certification by the Project Administrator that the Subgrantee has met the programmatic terms and conditions of the Agreement.

I. <u>Quarterly Payroll Returns</u>

The Subgrantee shall submit to the Department of Housing and Community Development on a quarterly basis copies of the quarterly payroll returns filed with the:

- 1. Federal Internal Revenue Service (Form 941).
- 2. State of California Employment Development Department (Form DE-9).

The Subgrantee must withhold and pay payroll taxes on salaries.

J. <u>Client Satisfaction Survey</u>

The Subgrantee agrees to work with staff of the City's Department of Housing and Community Development to develop and use a data collection tool appropriate to measuring the impact of project activities on its clients. The sample Client Satisfaction Survey attached as Attachment C shall be used as a model for designing the tool to evaluate the quality of services provided. With the exception of Subgrantees serving over 1,000 clients, the survey shall be administered to all clients. Subgrantees serving more than 1,000 clients shall negotiate with the City the acceptable number of clients to be surveyed. The completed surveys must be maintained for review by the Project Monitor designated by the City, and the results must be reported in the Performance Measures Worksheet attached as Attachment B.

IV. FIRST AMENDMENT REQUIREMENTS

<u>[NOTE TO STAFF: Applicable only to Subgrantees with religious affiliation]</u>

- A. The Subgrantee represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization.
- B. The Subgrantee agrees that, in connection with the provision of public services:
 - It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

- 3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
- The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- 5. The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Subgrantee and in which the public services are to be provided; provided that, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

V.	BUDGET

		FY20-21	FY21-22	TOTAL FY 20-22
SALARIES, PAYROLL TAXES	AND FRINGE BENEFITS			
Salaries ¹				
	\$/hr. x hrs/wk. x wks. FY 20-21	\$	\$	\$
	\$/hr. x hrs/wk. x wks. FY 21-22	\$	\$	\$
Fringe Benefits	@%	\$	\$	\$
			· ·	
		¢	¢	¢
TOTAL SALARIES AND TAXES/BE	INEFII S	\$	\$	\$
OPERATING COSTS ²				4
Supplies		\$	\$	\$
Rent		\$	\$	\$
Insurance		\$	\$	\$
Telephone		\$	\$	\$
Equipment Lease		\$	<u>پ</u> \$	\$
Travel		چ \$	<u>پ</u> \$	\$
Accounting		چ \$	چ \$	\$
TOTAL OPERATING COSTS		\$	\$	<u>پ</u> \$
CONSULTANT SERVICES ³			T.	, F
	hrs @ \$ per hr	\$	\$	\$
TOTAL CONSULTANT SERVICES		\$	\$	\$
INDIRECT COSTS ⁴				
		\$	\$	\$
TOTAL EXPENSES		\$	\$	\$

¹ It is recommended that salaries be the primary budget line item as the documentation to be maintained and submitted with requisitions is more manageable.

⁴ Subgrantees who intend to include Indirect Costs as a line item must submit for City files a detailed cost allocation plan that lists the costs to be charged, the total annual allocation for each line item, the amount charged to other grants or agreements, and the percentage to be charged to the CDBG agreement.

² It is recommended that the number of line items in Operating Costs be limited to minimize the documentation that has to be maintained and submitted with requisitions.

³ Consultants are personnel who are procured through agreements to provide specific services at a pre-determined rate that is paid on submission of an invoice. Unlike staff, payroll taxes and fringe benefits are not paid for consultants.

INSTRUCTIONS FOR PREPARATION OF THE PERFORMANCE MEASURES WORKSHEET FY20-22 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED SERVICE AGREEMENTS

The attached Performance Measures Worksheet should be prepared in Excel format and emailed to the assigned Contract Developer, with a hard copy mailed to the Contract Administrator (see Section 1-a).

Following the orientation meeting, Subgrantees that are being funded for the FY20-22 period to provide a service program will be sent electronically the format for the Performance Measures Worksheet. The Worksheet is not required for capital improvement projects.

The following documents are attached:

- Section 7-d.Performance Measures Worksheet
- Section 7-e. Annotated Worksheet With Directions On Completion
- Section 7-f. Sample of Completed 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.

SECTION 7-d

Section 7-d.Performance Measures Worksheet.20-21xls

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

Public Service Programs – Directions on 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 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	Source of data Where the data are from Examples: Attendance – your own sign in records, clinic, hospital, school records Recidivism – probation dept. Home loans – city mortgage program	Processing of data 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 Program Performance Measures

Name of Your Program: So and So Fair Housing Category: Tenant/Landlord Counseling and Fair Housing							
	hance the quality of life for I prevent homelessness.	low and moderate income	residents of Oakland via	a fair housing services to I	maintain stable		
# Clients Served	Measurable objectives	Outcomes (% changed)		Methods			
140 clients	Process Objective 1	140 clients at risk of	Measurement tools	Source of data	Processing of data		
who are at risk of losing housing	120 clients at risk of homelessness will received counseling and housing search assistance.	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.		

DATA TO BE PROVIDED FOR PREPARATION OF FY20-22 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED CONSTRUCTION AND ACQUISITION AGREEMENTS

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

1. <u>Property Acquisition</u>:

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. <u>Prevailing Wages</u>

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) <u>Nondiscrimination</u>. 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) <u>HUD Outreach Requirements.</u> 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) <u>Labor Department Requirements.</u> 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) <u>HUD Section 3 Requirements.</u> 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) <u>City Local Employment Requirements.</u> 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) <u>City Local/Small Local Business Enterprise Requirements.</u> 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) <u>City Professional Service Requirements.</u> 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) <u>City 15% Oakland Apprenticeship Workforce Development Partnership</u> <u>System.</u> 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) <u>Reporting.</u> 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) <u>Subcontracts.</u> 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/Contracts and Compliance to review these requirements.

REQUEST FOR FUNDS

- a. Preparation and Processing of Requests for Funds (*Page 64*)
- b. City of Oakland Request for Funds Blank Form (Page 73)
- c. City of Oakland Expense Documents by Budget Category Form: one blank, one annotated (Pages 74-75)
- d. Exhibit A(S) Standard Requirements-Service Agreements: Section I. Compensation. (Page 78)
- e. Sample Budget (Page 79)
- f. Sample Request for Funds Invoices: Requisitions 1 12 (*Pages 80-91*)
- g. Budget Modification Request Form: one blank, one annotated, one blank and one sample (*Pages 92-93*)
- h. Expense Documents by Budget Category Samples (Pages 94-98)
- i. Documentation Samples (Pages 99-109)

PREPARATION AND PROCESSING OF REQUESTS FOR FUNDS

1. INVOICE DOCUMENTS REQUIRED:

Two complete sets of the Request for Funds Form, the Expense Documents by Budget Category Forms and the supporting documentation must be submitted on a monthly basis. A Monthly Monitoring Report (Section 9) must be submitted with each monthly requisition. Where required, original signatures in blue ink must be provided by the Executive Director or his/her authorized representative(s). At the beginning of each fiscal year, a letter on organizational letterhead from the Board of Directors must be submitted designating the names and position titles of the authorized representative(s), and identifying the section(s) they are authorized to sign – the Request for Funds form, the Expense Documents by Budget Category forms and, if required, the Budget Modification Form. Always keep copies of whatever documents are submitted to the City.

a. <u>Request For Funds Form</u> (Section 8-b)

The electronic version of this form is provided for use by your Project Administrator. Two copies with original signatures in blue ink by the Executive Director or authorized representative are to be submitted with each monthly invoice – one with each of the two required sets of documentation.

b. Expense Documents by Budget Category Forms (Section 8-c)

The electronic versions of these forms are provided for use by your Project Administrator. There is one form for the Salaries budget category, and another for other budget categories. Two copies of the form for each budget category are to be submitted with each monthly invoice with original signatures in blue ink by the Executive Director or authorized representative – one with each of the two required sets of documentation.

- i. If you wish to create a spreadsheet, you must use the same format. The form summarizes your attachment, the period you are reporting, the check number and amount paid, and the total amount requested which would tie in to your current amount request column of the Request for Funds form.
- ii. All payment requests must be accompanied by supporting documentation as well as a summary of expenditures on the City's Expense Documents By Budget Category forms.
- iii. The Expense Documents By Budget Category forms must be completed in full (including Subgrantee name, month, year and budget line item), and signed by the Executive Director or authorized representative in blue ink.

- iv. The total expenditures reported on the Expense Documents by Budget Category forms must match the current amount requested by line item on the Request for Funds form.
- c. <u>Supporting Documentation</u> (Section 8-d)
 - i. You must submit supporting documentation as described in the following Agreement boilerplate:
 - Exhibit A(S), Standard Requirements Services Agreements, Section I. Compensation. Paragraph E. Payment Documentation.
 - ii. Cancelled checks or bank statements showing that the checks have cleared must be submitted to substantiate expenditures reported. Before you submit a bank statement in an invoice, you must provide a copy for your Project Administrator to confirm that the format meets the acceptable standard for documentation. Unless acceptable justification for an exception is provided in writing, two (2) persons should be designated to sign checks and the Project Administrator should be notified of their names and position titles in writing at the beginning of each fiscal year.

The date on which a check was issued is the determining factor as to the month it can be used as proof of payment. For example, a July reimbursement request should only contain checks issued for payments in July.

iii. Two complete sets of all documentation must be submitted with each monthly requisition.

2. HOW TO FILL OUT THE REQUEST FOR FUNDS FORM:

- a. The requisition should be numbered sequentially beginning with 1., 2., 3., etc. The date submitted is the submission date of the request for reimbursement to Housing and Community Development (HCD). The Subgrantee Payee Name identifies you as the non-profit agency requesting the reimbursement. On the dotted line of the form, you should insert the Project Title and Number of your project as recorded in the grant agreement. This will enable the Project Administrator and HCD Fiscal to identify the project funds allocated and will expedite the processing of the payment.
- b. The Budget Cost Category (column 1) information reflects the approved budget categories from Attachment A-Scope of Services of the grant agreement.
- c. The Approved Budget (column 2) reflects the dollar budget for each Cost Category in Attachment A of the grant agreement.
- d. The Current Amount Requested (column 3) reflects your proof of expenditures per Budget Cost Category for the current ending period. These amounts claimed should be supported by hard copy documentation in the form of payroll registers, time sheets,

cancelled payroll checks, invoices for commodities or services purchased, and check payment information. Each expense must be clearly identified in the supporting documentation. The prorated amount to be charged to the CDBG Program must be identified and highlighted on the supporting documentation. These expenses should be summarized using the Expense Documents by Budget Category forms. The Total Amount Requested ties in with the Current Amount Requested in the Request for Funds form.

- e. The Total Prior Payment (column 4) reflects past payments prior to the current payment.
- f. The Total Payments to Date (column 5) reflects total prior payments plus the current amount requested. The Unexpended Budget Balance (column 6) is the difference between the Approved Budget minus the Total Payments to Date.
- g. All columns are to be totaled.
- h. Amounts should not be rounded off.
- i. The month, year and requested amount should be entered in the appropriate blank spaces at the bottom of the form.
- j. The form must not be submitted without approval by the Executive Director or authorized representative.

3. SPECIAL INSTRUCTIONS ON THE REQUEST FOR FUNDS FORM:

- a. The person designated to sign the form should double check payment requests for completeness and accuracy before submitting them. Inaccurate invoices will be returned for corrections.
- b. The payment request should include the name and contact information for the person who prepared and can answer questions about the payment request.
- c. The original hard copy of the Request for Funds form must be submitted.
- d. The Subgrantee name, project title and City assigned project number must be included on each payment request.
- e. Each Request for Funds form must include the original signature in blue ink of the Executive Director or authorized representative, and the position title must be typed in or printed legibly. We do not accept electronic signatures.
- f. If the Request for Funds form and Expense Documents by Budget Category forms are signed by a staff person other than the Executive Director or authorized representative who signed the Agreement, we will need a letter from the Board of Directors stating the

name and position title of other staff authorized to sign the invoices. We need new letters at the beginning of each fiscal year.

- g. If the City's Request for Funds form is not used and the form is re-formatted the reformatted form must contain all of the same information, two forms with original signatures in blue ink must be submitted with each invoice.
- h. Each of the Expense Documents by Budget Category forms must be submitted with an original signature in blue ink.
- i. Substantiating documentation must be stacked in the same order as they are listed on the Expense Documents By Budget Category forms (see Section 8-c).
- j. All substantiating documentation submitted with the invoice must be copied on $8\frac{1}{2} \times 11$ inch letter size paper. If the original documentation is on $8\frac{1}{2} \times 14$ inch legal size paper, it must be reduced and copied on letter size paper, but ensuring that the text is legible.
- k. Staff Salaries:
 - i. On the Request for Funds Form, the amounts requested for staff salaries must be listed as individual line items, not combined as a single amount. This allows the City to track expenditures by each staff position.
 - ii. Staff must be listed by the same position titles in the Agreement narrative and budget, Request for Funds Forms, Expense Documents by Budget Category-Salaries, timecards/sheets, and payroll records. If there is a change to a staff position title, written notification must be provided to the Project Administrator.
 - iii. Hours recorded on handwritten timecards/sheets should be legible and changes/crossouts should be avoided.
 - iv. Timecards/sheets must be signed and dated by both the employee and supervisor, and the name and position title of the supervisor of each employee should be provided to the Project Administrator at the beginning of each fiscal year. The timecard/sheet of the Executive Director should be approved by a designated member of the Board of Directors, and the Executive Director's check should have a second signature other than his or her own signature.
 - v. The Social Security Numbers of employees should be redacted from the timecards/sheets for confidentiality purposes.
- 1. Fringe Benefits:
 - i. Fringe benefits must be reported as a separate line item from salaries.
 - ii. A separate Expense Documents by Budget Category-Fringe Benefits must be submitted with documentation of all related expenditures, including copies of invoices/statements and of cancelled checks to verify payments.
 - iii. The prorated amount to be charged to CDBG must be identified and highlighted on each invoice/statement.

- m. Rent/Lease:
 - i. A copy of the rent/lease agreement should be submitted to the Contract Developer/Project Administrator at the beginning of the period of the Agreement.
 - ii. Other than the proof of payment, no additional substantiating documentation is required since landlords do not routinely provide monthly invoices.
- n. Supplies and Equipment:

Copies of invoices must be provided with the prorated costs to be charged to CDBG identified and highlighted.

- o. Travel Costs:
 - i. Any costs for travel must be related to the CDBG funded Agreement activity.
 - ii. Out of town travel is not allowable.
 - iii. Reimbursement will be at the Federal mileage reimbursement rate, based on Internal Revenue Service Rev. Proc. 2010.51 and Notice 2019.02. The 2019 rate is 58 cents per mile for business miles driven.
- p. Indirect Costs:

As established by the Federal Office of Management and Budget, indirect costs are those costs incurred for general organizational overhead expenses that do not relate solely to any single project or activity. Indirect costs include the salaries and expenses of executive officers, personnel administration, legal services, accounting, depreciation or use allowances on buildings and equipment, rent, utilities, insurance, materials and supplies, security, janitorial services, and the costs of operating and maintaining facilities. CDBG subgrantees with multiple projects, activities or services should establish an indirect cost rate as the method of equitably distributing these costs to particular projects, activities or services. Subgrantees who intend to include indirect costs as a line item must, in the contract development phase, submit for City files a detailed cost allocation plan that lists the costs to be charged, the total annual allocation for each line item, the amount charged to other grants or agreements, and the percentage to be charged to the CDBG agreement. When submitting invoices, it is not necessary to list an itemized breakdown on the Expense Documents by Budget Category form since the detailed cost allocation plan is the basis for the prorated flat rate which is to be requested with each invoice.

CDBG subgrantees with only one major operational function should charge expenditures for staffing, supplies, rent, utilities and operating costs as direct costs since they directly support the delivery of the grant-funded project or activity. However, expenditures that are allocated as indirect costs cannot also be charged as direct costs.

- q. Credit and Debit Card Payments:
 - i. Reimbursement for expenses paid via personal credit card payments requires verification of: i) written authorization by the Board of Directors for staff to use personal credit cards and in what emergency circumstances; ii) the approved petty cash expenditure; iii) the cardholder's payment of the credit card statement; iv)

reimbursement to the cardholder. Copies of all related cancelled checks must be provided. Credit card interest charges cannot be reimbursed.

- ii. Reimbursement for expenses paid via corporate credit card payments require submission of a copy of the card statement and payment as well as copies of the cancelled check(s). Credit card interest charges cannot be reimbursed.
- iii. Reimbursement for expenses paid via debit cards require only documentation of the expenditure paid since a debit card payment is an immediate transaction.
- r. At mid-year of each contract year no payment requests will be accepted if there are outstanding issues and until such problems are satisfactorily resolved.
- s. Negative balances are not allowed (see section on Budget Modifications).
- t. Payment requests will not be processed if they are not accompanied by the Monthly Monitoring Report form (see Section 9-a)

4. PROCESSING TIME FOR PAYMENT:

There are two stages for processing payments.

a. <u>Project Administrator Approval</u>:

The Request for Funds form, Expense Documents by Budget Category forms and supporting documentation must be submitted to the Project Administrator for review of compliance and approval. If the documentation is complete and reflects compliance with the terms and conditions of the Agreement, the expected turn-around time from the Project Administrator is 5 working days, provided that it is a single invoice submitted on time, there are no errors in calculation, the documentation is complete and stacked correctly, and the Monthly Monitoring Report is attached and correct.

If there are problems such as mathematical errors or inadequate documentation, the Request for Funds form, Expense Documents by Budget Category forms and supporting documentation will be returned to the originator for corrective action. When Invoice packets have to be corrected and resubmitted, new cover sheets should be prepared and should reflect the actual date on which they are approved for resubmission, not the date of initial submission.

The Project Administrator will sign off on the invoice forms and attach a CDBG Agreement-Request for Payment form which provides information about the grant, the Agreement, and the invoice. This is approved and submitted to HCD Fiscal for processing.

b. HCD Fiscal Payment Processing:

HCD Fiscal reviews the Request for Funds form for proper authorization as well as to reconcile all expenses and balances against the Agreement. HCD Fiscal sets aside

Agreement funding through an encumbrance process. All Agreements are encumbered using a purchase order. Expense reimbursement requests are charged against the purchase order and approved electronically for payment. All documentation is then sent to the City's Finance Department for check issue. The turn-around time for a check issue is within 10 working days, depending on the volume of payments being processed and on the completeness and accuracy of the invoice. The drastic budget reductions in Fiscal staff do not allow resources to correct invoices.

A Subgrantee can request that the check be mailed or can arrange through the Project Administrator to pick up the check. If you wish to pick up the check, you should indicate this on the Cover Sheet of the Monthly Monitoring Report and identify the person designated to do so. Otherwise the check will be automatically mailed.

6. SAMPLES:

Samples are provided in Section 8-f as references to guide you in filling out the Request for

Funds forms. The samples include:

- a. Budget
- b. Requisitions for twelve months
- c. Expense Documents by Budget Category for each category of expenditures
- d. Budget Modification Request Form

7. SUMMARY REVIEW:

a. Prorated Budget

The line items in the Agreement budget must be prorated to reflect the percentage of the respective total cost which the CDBG grant represents. The percentage must be calculated based on the percentage that the CDBG grant amount represents of the agency's total budget. For example, if the CDBG grant is 25% of the total agency budget 25% of each budget cost category should be charged to the CDBG Program. The prorated amount to be charged to CDBG must be identified and highlighted on all related documentation.

- b. List of Expenses That Are Not Allowable:
 - i. Expenses for entertainment, social events and awards/graduation banquets, including alcohol and cigarettes.
 - ii. Gifts or incentive awards to individuals.
 - iii. Interest costs (including on credit cards), fines, penalties, losses on other awards, surcharges, lobbying cost, investment management, litigation expenses. and other similar cost items.
 - iv. Cost of memberships in any civic or community organization unrelated to the program activities.
 - v. Fundraising activities or expenses to generate income.
- vi. Costs for goods or services for the personal use by the Subgrantee or its employees.
- vii. Out of town trips, including field trips.
- viii. Automobile rentals.
- ix. Travel expenses not directly related to the services funded by the Agreement.
- x. Stipends (except for clients in a job training or career development activity)
- xi. Purchase of capital equipment and durable goods.
- xii. Supplies not directly related to the Agreement services.
- xiii. Unidentified costs in a miscellaneous line item.
- xiv. Mortgage loan payments when there is no change in title.
- xv. Audit costs if the CDBG grant is under \$500,000.
- c. Expenses That Must Be Justified
 - i. Food costs.
 - ii. Cell phone need and usage.
 - iii. Capital Equipment:
 - a) Prior written approval must be obtained for procuring capital equipment with CDBG funds, and the standard practice is to require that capital equipment be leased rather than purchased.
 - b) An inventory must be maintained and submitted each year.
- d. 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 City but which may be used by a Subgrantee during the period of the Agreement for the activities funded by the Agreement. Subgrantees are accountable to City for the use of those funds until such time as City formally relinquishes rights to the funds. The amount and source of the program income received must be reported monthly on the Monthly Monitoring Report form. Disbursement of funds under the Agreement shall be reduced by the amount of program income balances on hand. In the event of dissolution of a Subgrantee's agency, all rights to outstanding loans shall be transferred to City and loan repayments.

e. Invoices from Consultants or Vendors

Invoices from consultants or vendors that are submitted for payment must be prepared on company letterhead, be signed/dated by the consultant or vendor, and must have the approval signature/date of the Subgrantee's Executive Director. The invoices must include a report of the authorized activities and/or services provided during the reporting period.

f. Numbering Convention On Each Reimbursement Request:

Requests are followed sequentially by 1., 2., 3., etc.

g. Frequency of Submission of Reimbursement Requests:

- i. Requests for payments must be submitted in a timely manner in compliance with the agreed upon timeframe provided for in the Agreement (the 5th day of the month following the reporting period, unless otherwise specified in the Agreement). If there is an expected delay, the Subgrantee is responsible for notifying the appropriate City staff by email before the due date.
- ii. The requisition for the first month in the Agreement must be submitted separately so that the Project Administrator can review it to ensure accuracy and compliance, and any necessary corrections can be made before subsequent requisitions are submitted.
- iii. Each payment request should be for one month only and multiple months must not be combined in one payment request.
- iv. Submission of multiple invoices should be avoided as it creates time constraints for staff review, as well as delays if corrections need to be made.

h. <u>Modification of Budget</u>:

- i. The Program Administrator should be notified in writing as soon as under/over cost projections or other budget problems are identified. In order to obtain HCD's approval, you must project forward before funds are expended.
- ii. Negative balances in any line item in the approved budget are not allowed.
- iii. A written cover letter with acceptable justification for any and all budget modifications must be submitted to the Administering Department for approval before over-expending or changing any line item(s) in the approved Agreement budget. The total amount of the budget must remain the same. (See 8-g)
- iv. After a budget is modified, all subsequent invoices must reflect the revised budget line items in the approved budget column.
- v. No more than two (2) budget modifications will be allowed in each fiscal year. Any final requests for modifications to the budget must be submitted for approval in writing by March 31. Do not wait to be reminded by your Project Administrator. Subgrantees are responsible for projecting their expenditures and anticipating the need for a budget modification.

) Cash Drawdown

(X) Reimbursement

Requisition No:

Subgrantee Name

Project Title and Number:

Date Submitted:

Period Ending:

Budget Cost Category	Approved Budget	Current Amoun Requeste	t	Total Prior Payments	Total Payments To Date	Unexpended Budget Balance
Position 1	\$-	\$ -	-	\$-	\$-	\$-
Position 2	\$-	\$ -		\$-	\$-	\$-
Position 3	\$-	\$ -		\$-	\$-	\$-
Position 4	\$-	\$ -		\$-	\$-	\$-
Total Salaries	\$-	\$-		\$-	\$-	\$-
Fringe	\$-	\$-		\$-	\$-	\$-
Line Item	\$-	\$ -		\$-	\$-	\$-
Line Item	\$-	\$ -	-	\$-	\$-	\$-
Line Item	\$-	\$ -		\$-	\$-	\$-
TOTAL	\$-	\$-	-	\$ -	\$-	\$-

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls, invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	TITLE:	DATE:

The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of _____, 2013___. Payment in the amount of \$______ is hereby authorized.

HOUSING AND COMMUNITY DEVELOPMENT

EXPENSE DOCUMENTS BY BUDGET CATEGORY

CATEGORY: REQUEST NO.
SUBGRANTEE PROJECT TITLE

	ATTACHMENT	PER	RIOD		CHECK	TOTAL AMO	UNT
DATE	PAYROLL/INVOICE/BILL	FROM	TO	NO.	AMOUNT	REQUESTI	ED

REVIEWED BY: _____ DATE: _____

HOUSING AND COMMUNITY DEVELOPMENT

EXPENSE DOCUMENTS BY BUDGET CATEGORY

BUDGET COST CATEGORY: SUBGRANTEE PROJECT TITLE

▲ One sheet per each budget cost category on Request for Funds

REQUISITION NO.: PERIOD ENDING:

	ATTACHMEN	T	PEF	RIOD		CHECK		TOTAL AMC	
DATE	PAYROLL/INVOIC	E/BILL	FROM	ТО	NQ.		-	REQUEST	ED /
automatic	k issued or payment made.			This should ma invoice period of payment att (pay period, in etc.)	of the proof achment			mount requested f BG contract to	or
ar in m	aff title for payroll costs nd name of payee for any voice or bill. Should atch proof of expenditure tachment.	Each o	xpenditure shou		number o	uld be the check pr, if an automatic			
		have a	n attached proc e and proof of		number t	, some reference that corresponds to of payment.			_
		payme organiz listed h	nt. All attachm zed in the order here and attach this document.	ed and a second s		or payment.			
		Definitio							
						This total s "Current A Requested	mount		
	pers	s must be sigr son who signs juest for Fund	the			Cost Categ			
	TOTAL AMOUNT	REQUE	STED FO	R BUDGE	T CATEGO	DRY			
	REVIE	EWED BY:	▶			DATE			_

HOUSING AND COMMUNITY DEVELOPMENT

EXPENSE DOCUMENTS BY BUDGET CATEGORY

BUDGET COST CATEGORY:	Salaries	REQUISITION NO.:
SUBGRANTEE:		PERIOD ENDING:
PROJECT TITLE:		DATE SUBMITTED:

	ATTACHMENT	STAFF POSITION	HOURS	PEF	RIOD	CHECK			TOTAL	
DATE	PAYROLL (with staff member name)	(position as stated in Agreement Budget)	WORKED ON CDBG AGREE- MENT	FROM	то	NO.	AMOUNT		AMOUN REQUEST	
	TOTAL AMOU	NT REQUESTED F	OR SALA	RIES						

REVIEWED BY:

DATE:

HOUSING AND COMMUNITY DEVELOPMENT

EXPENSE DOCUMENTS BY BUDGET CATEGORY

BUDGET COST CATEGORY:	Salaries	REQUISITION NO.:	<u>1</u>
SUBGRANTEE	We Care Inc.	PERIOD ENDING:	July 31,2017
PROJECT TITLE	Youth and Seniors Unite		

	ATTACHMENT	STAFF POSITION	HOURS	PER	lIOD	C	CHECK	TOTAL	۔ د
DATE	PAYROLL (with staff member name)	(position as stated in Contract Budget)	WORKED ON CDBG CONTRACT	FROM	ТО	NO.	AMOUNT	AMOUN REQUEST	
	Jane Community	Executive Director	7	7/1	7/15	1106	\$ 1,630.00	\$ 142	75
	Joe Development	Program Manager	35	7/1	7/15	1107	\$ 1,325.00	\$ 579	23
	Grant Block	Bookkeeper	8	7/1	7/15	1108	\$ 1,246.00	\$ 124	77
	Jane Community	Executive Director	6	7/16	7/31	1256	\$ 1,630.00	\$ 122	59
	Joe Development	Program Manager	32	7/16	7/31	1257	\$ 1,359.00	\$ 543	71
	Grant Block	Bookkeeper	10	7/16	7/31	1258	\$ 1,258.00	\$ 157	95
	TOTAL AMOUNT	REQUESTED FOR S	ALARIES					166	57.00

REVIEWED BY:

DATE:

STANDARD REQUIREMENTS – SERVICE AGREEMENTS

I. <u>COMPENSATION</u>

A. The City's obligations shall in no event exceed the amount specified in this Agreement. Any costs above this amount necessary for the completion of the services to be performed under this Agreement as described in Attachment A shall be the responsibility of the Subgrantee.

B. The payment of all costs incurred in the performance of this Agreement shall be the sole responsibility of, and be borne by, the Subgrantee.

C. Payments to the Subgrantee by the City for non-recurring expenses shall be billed once, and within the terms of this Agreement.

D. Method of Payment: The grant funds shall be paid in subsequent monthly payments documented by requisitions or claims filed monthly, using the City/Housing and Community Development Fiscal Services Unit Request for Check forms, supported by detailed documenta-tion of program activities sufficient to support payment under City of Oakland requirements. Required requisitions and reports for each month must be submitted to the Project Administrator on or before the fifth (5th) business day of the subsequent month for review prior to being sent to the City/Housing and Community Development Fiscal Services Unit on or before the tenth (10th) business day of that month. The Project Administrator will verify and approve requisitions and required supporting data for accuracy and programmatic compliance prior to submitting them to the City/Housing and Community Development Agency Fiscal Services Unit for payment. Subgrantee's failure to comply with these requirements will cause a delay in or denial of reimbursement and could result in termination of the Agreement. All authorized obligations incurred in the performance of the Agreement must be reported to the City/Housing and Community Development Agency Fiscal Services Unit within sixty (60) days following the termination of the Agreement. No Claims submitted after the sixty-day (60) period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by the Subgrantee and not reported to the City within the sixty

(60) day period become the sole liability of the Subgrantee and the City is relieved of any and all responsibilities.

E. Payment Documentation: Payment requests must be supported by detailed documentation of the actual costs incurred including payroll, time sheets, invoices and proof of payment. The release of funds shall be contingent upon compliance with all reporting requirements.

II. <u>BUDGET</u>

Any requested modification to the line items of the Budget attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the City through its Housing and Community Development Agency. Any change in the number or type of personnel or increase in salary amounts shown in the Agreement Budget and any out of town travel of program staff requires the prior written approval of the Administering Department. Budget modifications shall not alter: 1) The basic scope of services required to be performed under this Agreement; 2) The time period for the services to be performed under this Agreement; and 3) The total amount of of the authorized budget of this Agreement.

				<u>Total</u>
SALARI	ES/TAXES FRINGE BEN	NEFITS		
	Salaries ¹			
	Project Director	\$30/hr.x 20 hrs/wk x 52 wks	\$31,200	
	Program Director	\$30/hr.x 20 hrs/wk x 52 wks	\$31,200	
	Secretary	\$16.00/hr.x 20 hrs/wk x 52 wks	\$16,640	
				\$79,040
	Fringe Benefits	@20%	\$ 15,808	
TOTAL S	ALARIES AND TAXES/BE	NEFITS	\$116,931	\$110,656
OPER A	ATING COSTS ²			•
	Supplies		\$3,500	
-	Rent		\$14,000	
_	Insurance		\$6,100	
_	Telephone		\$4,000	
_	Equipment Lease		\$1,969	
TOTAL C	OPERATING COSTS			\$29,569
CONSU	LTANT SERVICES ³		I	1
	Accountant	\$50/hour x 120 hrs/year	\$6,000	
TOTA	AL CONSULTANT SERV	ICES	÷	\$6,000
INDIRE	CT COSTS ⁴			\$1,500
TOTAL	EXPENSES			\$147.845

SAMPLE BUDGET

¹ It is recommended that salaries be the primary budget line item as the documentation to be maintained and submitted with requisitions is more manageable.

² It is recommended that the number of line items in Operating Costs be limited to minimize the documentation that has to be maintained and submitted with requisitions.

³ Consultants are personnel who are procured through agreements to provide specific services at a pre-determined rate that is paid on submission of an invoice. Unlike staff, payroll taxes and fringe benefits are not paid for consultants.

⁴ Subgrantees who intend to include Indirect Costs as a line item must submit for City files a detailed cost allocation plan that lists the costs to be charged, the total annual allocation for each line item, the amount charged to other grants or agreements, and the percentage to be charged to the CDBG agreement.

HOUSING AND COMMUNITY DEVELOPMENT **FISCAL SERVICES**

REQUEST FOR FUNDS

) Advance (

) Cash Drawdown (

(X) Reimbursement

	1									
						Perio	od E	Ending:	7/3	1/2009
Subgrantee Name We Care Inc. Project Title and Number: Youth and Seniors Unite G123456 Date Submitted: 8/2/2009										/2009
Budget Cost Category		Approved Budget		Current Amount equested		Fotal Prior Payments	Payments In		Unexpended Budget Balan	
Position 1	\$	3,817.00	\$	318.08	\$	-	\$	318.08	\$	3,498.92
Position 2	\$	2,000.00	\$	166.66	\$	-	\$	166.66	\$	1,833.34
Position 3	\$	2,000.00	\$	166.66	\$	-	\$	166.66	\$	1,833.34
Position 4	\$	1,000.00	\$	83.33	\$	-	\$	83.33	\$	916.67
Total Salaries	\$	8,817.00	\$	734.73	\$	-	\$	734.73	\$	8,082.27
Fringe 10%	\$	883.00	\$	73.50			\$	73.50	\$	809.50
Supplies	\$	1,366.00	\$	113.83	\$	-	\$	113.83	\$	1,252.17
Travel	\$	1,000.00	\$	83.33	\$	-	\$	83.33	\$	916.67
Rent	\$	7,934.00	\$	661.25	\$	-	\$	661.25	\$	7,272.75
TOTAL	\$	20,000.00	\$	1,666.64	\$	-	\$	1,666.64	\$	18,333.36

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls, invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	8/2/2009	

The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of ___July_____, 2009__ . Payment in the amount of \$_1666.64_____ is hereby authorized.

() Advance

() Cash Drawdown

(X) Reimbursement

						Requisition No:			2	
					-	Peri	od I	Ending:		8/31/2009
Subgrantee Name We Ca Project Title and Number:			iite G123456	1	Date	Sul	bmitted:		9/2/2009	
Budget Cost Category	1	Approved Budget		Current Amount equested		otal Prior Payments	Payments In			Unexpended Idget Balance
Position 1	\$	3,817.00	\$	318.08	\$	318.08	\$	636.16	\$	3,180.84
Position 2	\$	2,000.00	\$	166.66	\$	166.66	\$	333.32	\$	1,666.68
Position 3	\$	2,000.00	\$	166.66	\$	166.66	\$	333.32	\$	1,666.68
Position 4	\$	1,000.00	\$	83.33	\$	83.33	\$	166.66	\$	833.34
Total Salaries	\$	8,817.00	\$	734.73	\$	734.73	\$	1,469.46	\$	7,347.54
Fringe 10%	\$	883.00	\$	73.50	\$	73.50	\$	147.00	\$	736.00
Supplies	\$	1,366.00	\$	113.83	\$	113.83	\$	227.66	\$	1,138.34
Travel	\$	1,000.00	\$	83.33	\$	83.33	\$	166.66	\$	833.34
Rent	\$	7,934.00	\$	661.25	\$	661.25	\$	1,322.50	\$	6,611.50
TOTAL	\$	20,000.00	\$	1,666.64	\$	1,666.64	\$	3,333.28	\$	16,666.72

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls,invoices and proof of payment were made in accordance with the conditions of the agreement.

	APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	8/2/2009	
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The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of ______August_____, 2009___. Payment in the amount of \$_1666.64______ is hereby authorized.

DATE

HOUSING AND COMMUNITY DEVELOPMENT

FISCAL SERVICES

(

REQUEST FOR FUNDS

) Advance

) Cash Drawdown

. ...

(X) Reimbursement

						Requ	uisit	ion No:	3
	_	· ·			- 1	Perio	od E	inding:	9/31/2009
Subgrantee Name We C Project Title and Number:			s Ur	nite G123456	1	Dates	Sub	mitted:	 10/2/2009
Budget Cost Category		Approved Budget		Current Amount equested		otal Prior Payments	Pa	Total yments To Date	Jnexpended dget Balance
Position 1	\$	3,817.00	\$	318.08	\$	636.60	\$	954.68	\$ 2,862.32
Position 2	\$	2,000.00	\$	166.66	\$	333.32	\$	499.98	\$ 1,500.02
Position 3	\$	2,000.00	\$	166.66	\$	333.32	\$	499.98	\$ 1,500.02
Position 4	\$	1,000.00	\$	83.33	\$	166.66	\$	249.99	\$ 750.01
Total Salaries	\$	8,817.00	\$	734.73	\$	1,469.90	\$	2,204.63	\$ 6,612.37
Fringe 10%	\$	883.00	\$	73.50	\$	147.00	\$	220.50	\$ 662.50
Supplies	\$	1,366.00	\$	113.83	\$	227.66	\$	341.49	\$ 1,024.51
Travel	\$	1,000.00	\$	83.33	\$	166.66	\$	249.99	\$ 750.01
Rent	\$	7,934.00	\$	661.25	\$	1,322.50	\$	1,983.75	\$ 5,950.25
TOTAL	\$	20,000.00	\$	1,666.64	\$	3,333.72	\$	5,000.36	\$ 14,999.64

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls,invoices and proof of payment were made in accordance with the conditions of the agreement.

	Joe Analyst	TITLE:	Exec. Dir.	DATE:	8/2/2009
APPROVED BY:					

The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of _____September_____, 2009___. Payment in the amount of \$_1666.64_____ is hereby authorized.

((

) Advance

) Cash Drawdown

(X) Reimbursement

				Requisition No:					4		
					Perio	od E	inding:		10/31/2009		
Subgrantee Name We C Project Title and Number:		s Ur	nite G123456		Date	Sub	mitted:		10/31/2009 11/2/2009 Unexpended Budget Balance \$ 2,544.68 \$ 1,333.36 \$ 666.68 \$ 5,878.08 \$ 589.00 \$ 910.68 \$ 666.68		
Budget Cost Category	Approved Budget		Current Amount equested		otal Prior Payments	Pa	Total yments To Date	В	•		
Position 1	\$ 3,817.00	\$	318.08	\$	954.24	\$	1,272.32	\$	2,544.68		
Position 2	\$ 2,000.00	\$	166.66	\$	499.98	\$	666.64	\$	1,333.36		
Position 3	\$ 2,000.00	\$	166.66	\$	499.98	\$	666.64	\$	1,333.36		
Position 4	\$ 1,000.00	\$	83.33	\$	249.99	\$	333.32	\$	666.68		
Total Salaries	\$ 8,817.00	\$	734.73	\$	2,204.19	\$	2,938.92	\$	5,878.08		
Fringe 10%	\$ 883.00	\$	73.50	\$	220.50	\$	294.00	\$	589.00		
Supplies	\$ 1,366.00	\$	113.83	\$	341.49	\$	455.32	\$	910.68		
Travel	\$ 1,000.00	\$	83.33	\$	249.99	\$	333.32	\$	666.68		
Rent	\$ 7,934.00	\$	661.25	\$	1,983.75	\$	2,645.00	\$	5,289.00		
TOTAL	\$ 20,000.00	\$	1,666.64	\$	4,999.92	\$	6,666.56	\$	13,333.44		

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls, invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	11/2/2009	
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The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of ___October_____, 2009__. Payment in the amount of \$_1666.64_____ is hereby authorized.

DATE

(

() Advance

) Cash Drawdown

(X) Reimbursement

						Req	uisi	tion No:	5	
						Peri	od E	Ending:	11/31/2009	
Subgrantee Name We C Project Title and Number:			s Ur	nite G123456	;	Date	Sul	omitted:	12/2/2009	
Budget Cost Category	,	Approved Budget		Current Amount equested		otal Prior Payments	Pa	Total yments To Date	12/2/2009 Unexpended Budget Balance 2,226.60 2,226.60 3,1,166.70 3,1,166.70 3,583.35 3,143.35 5,143.35 5,143.35 5,15.50 5,796.85 5,583.35	
Position 1	\$	3,817.00	\$	318.08	\$	1,272.32	\$	1,590.40	\$ 2,226.60	
Position 2	\$	2,000.00	\$	166.66	\$	666.64	\$	833.30	\$ 1,166.70	
Position 3	\$	2,000.00	\$	166.66	\$	666.64	\$	833.30	\$ 1,166.70	
Position 4	\$	1,000.00	\$	83.33	\$	333.32	\$	416.65	\$ 583.35	
Total Salaries	\$	8,817.00	\$	734.73	\$	2,938.92	\$	3,673.65	\$ 5,143.35	
Fringe 10%	\$	883.00	\$	73.50	\$	294.00	\$	367.50	\$ 515.50	
Supplies	\$	1,366.00	\$	113.83	\$	455.32	\$	569.15	\$ 796.85	
Travel	\$	1,000.00	\$	83.33	\$	333.32	\$	416.65	\$ 583.35	
Rent	\$	7,934.00	\$	661.25	\$	2,645.00	\$	3,306.25	\$ 4,627.75	
TOTAL	\$	20,000.00	\$	1,666.64	\$	6,666.56	\$	8,333.20	\$ 11,666.80	

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls,invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	12/2/2009
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() Advance

() Cash Drawdown

(X) Reimbursement

						Requi	sitic	on No:		6
						Period	d Er	nding:	_	12/31/2009
Subgrantee Name We Ca Project Title and Number:			s Ur	nite G123456	1	Date S	ubr	nitted:		1/3/2010
Budget Cost Category	,	Approved Budget		Current Amount equested		Total Prior Payments	Pa	Total syments To Date	U	Inexpended Budget Balance
Position 1	\$	3,817.00	\$	318.08	\$	1,590.40	\$	1,908.48	\$	1,908.52
Position 2	\$	2,000.00	\$	166.66	\$	833.30	\$	999.96	\$	1,000.04
Position 3	\$	2,000.00	\$	166.66	\$	833.30	\$	999.96	\$	1,000.04
Position 4	\$	1,000.00	\$	83.33	\$	416.65	\$	499.98	\$	500.02
Total Salaries	\$	8,817.00	\$	734.73	\$	3,673.65	\$	4,408.38	\$	4,408.62
Fringe 10%	\$	883.00	\$	73.50	\$	367.50	\$	441.00	\$	442.00
Supplies	\$	1,366.00	\$	113.83	\$	569.15	\$	682.98	\$	683.02
Travel	\$	1,000.00	\$	83.33	\$	416.65	\$	499.98	\$	500.02
Rent	\$	7,934.00	\$	661.25	\$	3,306.25	\$	3,967.50	\$	3,966.50
TOTAL	\$	20,000.00	\$	1,666.64	\$	8,333.20	\$	9,999.84	\$	10,000.16

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls,invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	1/2/2010
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The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of ______December______, 2009___. Payment in the amount of \$_1666.64______ is hereby authorized.

(

) Advance

) Cash Drawdown

(X) Reimbursement

					Requ	uisit	ion No:	7
				• •	Perio	od E	nding:	 1/31/2010
Subgrantee Name We C Project Title and Number:		s Ur	nite G123456		Date	Sub	mitted:	 2/3/2009
Budget Cost Category	Approved Budget	R	Current Amount Requested		otal Prior Payments	Pa	Total yments To Date	Jnexpended dget Balance
Position 1	\$ 3,817.00	\$	318.08	\$	1,908.48	\$	2,226.56	\$ 1,590.44
Position 2	\$ 2,000.00	\$	166.66	\$	999.96	\$	1,166.62	\$ 833.38
Position 3	\$ 2,000.00	\$	166.66	\$	999.96	\$	1,166.62	\$ 833.38
Position 4	\$ 1,000.00	\$	83.33	\$	499.98	\$	583.31	\$ 416.69
Total Salaries	\$ 8,817.00	\$	734.73	\$	4,408.38	\$	5,143.11	\$ 3,673.89
Fringe 10%	\$ 883.00	\$	73.50	\$	441.00	\$	514.50	\$ 368.50
Supplies	\$ 1,366.00	\$	113.83	\$	682.98	\$	796.81	\$ 569.19
Travel	\$ 1,000.00	\$	83.33	\$	499.98	\$	583.31	\$ 416.69
Rent	\$ 7,934.00	\$	661.25	\$	3,967.50	\$	4,628.75	\$ 3,305.25
TOTAL	\$ 20,000.00	\$	1,666.64	\$	9,999.84	\$	11,666.48	\$ 8,333.52

SUBGRANTEE:

I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls, invoices and proof of payment were made in accordance with the conditions of the agreement.

	APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	2/2/2010
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The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of ____January_____, 2010__ . Payment in the amount of \$_1666.64_____ is hereby authorized.

() Advance

() Cash Drawdown

(X) Reimbursement

			Requ	uisit	ion No:	8 2/29/2009 3/3/2009			
						Perio	od E	Inding:	2/29/2009
Subgrantee Name We						-			
Project Title and Number	: You	ith and Senior	s Ur	nite G123456	6	Date	Sub	omitted:	3/3/2009
Budget Cost Category	,	Approved Budget		Current Amount equested		otal Prior Payments	Pa	Total syments To Date	Jnexpended dget Balance
Position 1	\$	3,817.00	\$	318.08	\$	2,226.56	\$	2,544.64	\$ 1,272.36
Position 2	\$	2,000.00	\$	166.66	\$	1,166.62	\$	1,333.28	\$ 666.72
Position 3	\$	2,000.00	\$	166.66	\$	1,166.62	\$	1,333.28	\$ 666.72
Position 4	\$	1,000.00	\$	83.33	\$	583.31	\$	666.64	\$ 333.36
Total Salaries	\$	8,817.00	\$	734.73	\$	5,143.11	\$	5,877.84	\$ 2,939.16
Fringe 10%	\$	883.00	\$	73.50	\$	514.50	\$	588.00	\$ 295.00
Supplies	\$	1,366.00	\$	113.83	\$	796.81	\$	910.64	\$ 455.36
Travel	\$	1,000.00	\$	83.33	\$	583.31	\$	666.64	\$ 333.36
Rent	\$	7,934.00	\$	661.25	\$	4,628.75	\$	5,290.00	\$ 2,644.00
TOTAL	\$	20,000.00	\$	1.666.64	\$	11,666.48	\$	13,333.12	\$ 6,666.88

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls,invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	3/2/2010	
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() Advance

() Cash Drawdown

(X) Reimbursement

						Req	uisi	tion No:		9
		_			Period Ending:					3/31/2009
Subgrantee Name V Project Title and Num		are Inc. th and Seniors	Unit	e G123456	1	Date	Sul	omitted:		4/2/2010
Budget Cost Category		Approved Budget		Current Amount equested		otal Prior Payments	Pa	Total ayments To Date	Une	expended Budget Balance
Position 1	\$	3,817.00	\$	318.08	\$	2,544.64	\$	2,862.72	\$	954.28
Position 2	\$	2,000.00	\$	166.66	\$	1,333.28	\$	1,499.94	\$	500.06
Position 3	\$	2,000.00	\$	166.66	\$	1,333.28	\$	1,499.94	\$	500.06
Position 4	\$	1,000.00	\$	83.33	\$	666.64	\$	749.97	\$	250.03
Total Salaries	\$	8,817.00	\$	734.73	\$	5,877.84	\$	6,612.57	\$	2,204.43
Fringe 10%	\$	883.00	\$	73.50	\$	588.00	\$	661.50	\$	221.50
Supplies	\$	1,366.00	\$	113.83	\$	910.64	\$	1,024.47	\$	341.53
Travel	\$	1,000.00	\$	83.33	\$	666.64	\$	749.97	\$	250.03
Rent	\$	7,934.00	\$	661.25	\$	5,290.00	\$	5,951.25	\$	1,982.75
TOTAL	\$	20,000.00	\$	1,666.64	\$	13,333.12	\$	14,999.76	\$	5,000.24
	SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls,invoices and proof of payment were made in accordance with the conditions of the agreement.									

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	4/2/2010	

) Advance

) Cash Drawdown (

(X) Reimbursement

				Req	uisit	tion No:	10
				Peri	od I	Inding:	4/30/2010
Subgrantee Name We C Project Title and Number:		s Un	ite G123456	Date	Sub	omitted:	5/3/2010
Budget Cost Category	Approved Budget		Current Amount equested	otal Prior Payments	Pa	Total syments To Date	Inexpended dget Balance
Position 1	\$ 3,817.00	\$	318.08	\$ 2,862.72	\$	3,180.80	\$ 636.20
Position 2	\$ 2,000.00	\$	166.66	\$ 1,499.94	\$	1,666.60	\$ 333.40
Position 3	\$ 2,000.00	\$	166.66	\$ 1,499.94	\$	1,666.60	\$ 333.40
Position 4	\$ 1,000.00	\$	83.33	\$ 749.97	\$	833.30	\$ 166.70
Total Salaries	\$ 8,817.00	\$	734.73	\$ 6,612.57	\$	7,347.30	\$ 1,469.70
Fringe 10%	\$ 883.00	\$	73.50	\$ 661.50	\$	735.00	\$ 148.00
Supplies	\$ 1,366.00	\$	113.83	\$ 1,024.47	\$	1,138.30	\$ 227.70
Travel	\$ 1,100.00	\$	83.33	\$ 749.97	\$	833.30	\$ 266.70
Rent	\$ 7,834.00	\$	661.25	\$ 5,951.25	\$	6,612.50	\$ 1,221.50
TOTAL	\$ 20,000.00	\$	1,666.64	\$ 14,999.76	\$	16,666.40	\$ 3,333.60

SUBGRANTEE:

I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls, invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	5/2/2010

The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of ____, 2010__ . Payment in the amount of \$_1666.64_____ is hereby authorized. April_

() Advance

)Cash Drawdown

(X) Reimbursement

					Requisition No:			on No:	11	
				_		Period Ending:			5/31/2009	
Subgrantee Name We C										
Project Title and Number:	You	th and Senior	s Ur	nite G123456		Date S	Sub	mitted:	6/3	3/2009
Budget Cost Category	,	Approved Budget		Current Amount equested		otal Prior Payments	Pa	Total syments To Date		kpended Balance
Position 1	\$	3,817.00	\$	318.08	\$	3,180.80	\$	3,498.88	\$	318.12
Position 2	\$	2,000.00	\$	166.66	\$	1,666.60	\$	1,833.26	\$	166.74
Position 3	\$	2,000.00	\$	166.66	\$	1,666.60	\$	1,833.26	\$	166.74
Position 4	\$	1,000.00	\$	83.33	\$	833.30	\$	916.63	\$	83.37
Total Salaries	\$	8,817.00	\$	734.73	\$	7,347.30	\$	8,082.03	\$	734.97
Fringe 10%	\$	883.00	\$	73.50	\$	735.00	\$	808.50	\$	74.50
Supplies	\$	1,366.00	\$	113.83	\$	1,138.30	\$	1,252.13	\$	113.87
Travel	\$	1,100.00	\$	83.33	\$	833.30	\$	916.63	\$	183.37
Rent	\$	7,834.00	\$	661.25	\$	6,612.50	\$	7,273.75	\$	560.25
TOTAL	\$	20,000.00	\$	1,666.64	\$	16,666.40	\$	18,333.04	\$	1,666.96

SUBGRANTEE:

EE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls,invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	6/2/2010

The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of _____May_____, 2010___. Payment in the amount of \$_1666.64______ is hereby authorized.

() Advance

() Cash Drawdown

(X) Reimbursement

						Req	uisi	tion No:		12
		• •				Peri	od E	Ending:	6/30	/2010
Subgrantee Name We C					I					
Project Title and Number:	Υοι	th and Senior	s Un	ite G123456	ļ	Date	Sub	omitted:	7/3/	2010
Budget Cost Category		Approved Budget	F	Current Amount Requested		otal Prior Payments	Pa	Total yments To Date		pended Balance
Position 1	\$	3,817.00	\$	318.12	\$	3,498.88	\$	3,817.00	\$	-
Position 2	\$	2,000.00	\$	166.74	\$	1,833.26	\$	2,000.00	\$	-
Position 3	\$	2,000.00	\$	166.74	\$	1,833.26	\$	2,000.00	\$	-
Position 4	\$	1,000.00	\$	83.37	\$	916.63	\$	1,000.00	\$	-
Total Salaries	\$	8,817.00	\$	734.97	\$	8,082.03	\$	8,817.00	\$	-
Fringe 10%	\$	883.00	\$	74.50	\$	808.50	\$	883.00	\$	-
Supplies	\$	1,366.00	\$	113.87	\$	1,252.13	\$	1,366.00	\$	-
Travel	\$	1,100.00	\$	183.37	\$	916.63	\$	1,100.00	\$	-
Rent	\$	7,834.00	\$	560.25	\$	7,273.75	\$	7,834.00	\$	-
TOTAL	\$	20,000.00	\$	1,666.96	\$	18,333.04	\$	20,000.00	\$	

SUBGRANTEE: I certify that the information contained in this request is correct and that the expenditures herein supported by attached payrolls,invoices and proof of payment were made in accordance with the conditions of the agreement.

APPROVED BY:	Joe Analyst	TITLE:	Exec. Dir.	DATE:	7/2/2010

The above subgrantee has met the programatic terms and conditions set forth in the agreement for the month of _____June_____, 2010___. Payment in the amount of \$_1666.96_____ is hereby authorized.

HCD

DATE

HOUSING AND COMMUNITY DEVELOPMENT AGENCY BUDGET MODIFICATION REQUEST

	А		В		С		D	E
1	HOUSING AND	COM	_		-		D	L L
2								
3	BODGET			JOL.				
_	ORGANIZATION NAME:	We C	are, Inc.					
	ORGANIZATION EXECUTIVE DIRECTOR:		Community					
6	STREET ADDRESS:		Hud Way					
	CITY/STATE/ZIP:		and, CA 77777	7				
	PHONE #:		222-2222					
9	PROJECT/PROGRAM TITLE:		and Seniors	Unite				
-			as Above					
	PROJECT PHONE # (if different):		as Above					
12	PROJECT NUMBER	G333						
13								
14	AGREEMENT CONTACT PERSON:	Block	Grant					
15	PHONE # & EXT.:	510-2	222-2222 Ext.:	111				
16	EMAIL:	bgran	it@shy.org					
17								
				Cha	anges plus or			
18	Budget Cost Category	Appr	oved Budget		(minus)	Prop	bosed Budget	Justification
19	Position 1	\$	3,817.00			\$	3,817.00	
20	Position 2	\$	2,000.00			\$	2,000.00	
	Position 3	\$	2,000.00			\$	2,000.00	
	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	
	Travel	\$	1,000.00	\$	100.00	\$		Over Budgeted
	Rent	\$	7,934.00	\$	(100.00)	\$	7,834.00	Under Budgeted
29								
30								
31								
	TOTAL	\$	28,817.00	\$	-	\$	28,817.00	
33								,
34		Budg	et Modificatior	i App	roved By Subgra	ntee:		
35				~	-			
36		S.	se Analyst	Ea	eculise Director	3	/24/2010	
37		Name	e, Title			Date		
38								
39		Budg	et Modification	App	roved By CDBG	Mana	ager	
40								
41		CDB	G Programs M	anag	er	Date		

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT BUDGET MODIFICATION REQUEST

	A		В		С	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								1	
15									
16									
10				Change	es pluș				
17	Budget Cost Category	Ann	round Budget		ninus)	Dropood Duy	lant/	lustification	1
17	Budger Cost Caregory	Арр	roved Budget	01 (1		Proposed Bud	igei/	Justification	
18			/						+
19	List all budget line items from contract				/				+
20					/				_
21			<u> </u>	/			/	Provide the reason for the	
22	List approved budge line item from contr					/	/	adjustment to each line	
23		aci		/	Once appro	oved by CEDA		item referenced	
24			/	/		will become your oudget and all			
25			cells were you			t Request for			
26		e subtrac nds	cting or adding			ets should reflect			
27		ius			this budget	:			
28					-				
29									
30									
31									
32									
33									
34			This num	ber should	remain				
35			zero		_				
36	This is the total contra	act							
37	amount								
38			<u> </u>						
39							~		
	TOTAL		0		0		Ģ		
41									
42	Budget Modification Approved By Subgrantee:			-	This is t	he total contract	Ĩ		
43					amount	It cannot change	2		
44									
45	Name, Title	Date							
46	Budget Modification Approved by CDBG Mana	ager:							
47									
48									
49	CDBG Manager	Date							

SECTION 8-h

EXPENSE DOCUMENTS BY BUDGET CATEGORY SAMPLES

94

HOUSING AND COMMUNITY DEVELOPMENT

EXPENSE DOCUMENTS BY BUDGET CATEGORY

BUDGET COST CATEGORY:	Salaries	REQUISITION NO.:	<u>1</u>
SUBGRANTEE	We Care Inc.	PERIOD ENDING:	July 31,2017
PROJECT TITLE	Youth and Seniors Unite		

	ATTACHMENT	STAFF POSITION	HOURS WORKED	PER	lod	C	CHE	СК	TOTAL	
DATE	PAYROLL (with staff member name)	(position as stated in Contract Budget)	ON CDBG CONTRACT	FROM	ТО	NO.	А	MOUNT	MOUN QUEST	
	Jane Community	Executive Director	7	7/1	7/15	1106	\$	1,630.00	\$ 142	7
	Joe Development	Program Manager	35	7/1	7/15	1107	\$	1,325.00	\$ 579	2
	Grant Block	Bookkeeper	8	7/1	7/15	1108	\$	1,246.00	\$ 124	7
	Jane Community	Executive Director	6	7/16	7/31	1256	\$	1,630.00	\$ 122	5
	Joe Development	Program Manager	32	7/16	7/31	1250	\$	1,359.00	\$ 543	7
	Grant Block	Bookkeeper	10	7/16	7/31	1258	\$	1,258.00	\$ 157	9
										┝
										┢
	TOTAL AMOUNT	REQUESTED FOR S	ALARIES						166	57.(

REVIEWED BY:

DATE:

HOUSING AND COMMUNITY DEVELOPMENT

EXPENSE DOCUMENTS BY BUDGET CATEGORY

BUDGET COST CATEGORY:	Supplies	REQUISITION NO .:	<u> </u>
SUBGRANTEE	We Care Inc.	PERIOD ENDING:	7/31/2009
AGREEMENT TITLE:	Youth and Seniors Unite	DATE SUBMITTED:	

	ATTACHMENT	PE	RIOD		CHECK		TOTAL AMO	UNT
DATE	PAYROLL/INVOICE/BILL	FROM	TO	NO.	AMOUN	Т	REQUEST	ED
7/6/2009	Walgreens	7/1/09	7/31/09	2354	13	87	5	97
7/19/2009	Walgreens	7/1/09	7/31/09	2354	13	87	3	00
7/21/2009	Office Store	7/1/09	7/31/09	2354	13	87	4	90
7/3/2009	Home Depot	7/1/09	7/31/09	2254	283	00	57	99
7/2/2009	Home Depot	7/1/09	7/31/09	2254	283	00	12	14
	TOTAL AMOUNT REQUESTE			COPY			Q/	00
	I UTAL ANIOUNT REQUESTE			LGURI			04	00

REVIEWED BY:

Joe Analyst

DATE: 8/2/2009

HOUSING AND COMMUNITY DEVELOPMENT

EXPENSE DOCUMENTS BY BUDGET CATEGORY

BUDGET COST CATEGORY:	Travel	REQUISITION NO .:	<u>1</u>
SUBGRANTEE:	We Care Inc.	PERIOD ENDING:	7/31/2009
AGREEMENT TITLE:	Youth and Seniors Unite	DATE SUBMITTED:	

	ATTACHMENT	PE	RIOD		CHECK	TOTAL A	TOTAL AMOUNT		
DATE	PAYROLL/INVOICE/BILL	FROM	ТО	NO.	AMOUNT	REQUESTE		2	
7/1/2009	Grant Block			2557	134.03	\$	40.0	00	
	TOTAL AMOUNT REQUESTE	D FOR BL	JDGET CAT	EGORY		\$	40.0	00	
						4			

REVIEWED BY: <u>See Analyst</u> DATE: 8/2/2009

HOUSING AND COMMUNITY DEVELOPMENT

EXPENSE DOCUMENTS BY BUDGET CATEGORY

BUDGET COST CATEGORY:	Rent	REQUISITION NO.:	<u>1</u>
SUBGRANTEE:	We Care Inc.	PERIOD ENDING:	7/31/2009
AGREEMENT TITLE:	Youth and Seniors Unite	DATE SUBMITTED:	

	ATTACHMENT	PE	RIOD		CHE	CK		ΤΟΤΑ	L AMO	UNT
DATE	PAYROLL/INVOICE/BILL	FROM	TO	NO.		AMOUNT		REC	QUEST	ED
7/1/2009	Portfolio Property Mgmt.	7/1/09	7/31/09	9669	\$	8,719.7	5	\$	196	.00
							_			
	TOTAL AMOUNT REQUESTE	D FOR BU	DGET CATE	GORY				\$	196	.00

REVIEWED BY: <u>for Analyst</u> DATE: <u>8/2/2009</u>

SECTION 8-i

DOCUMENTATION SAMPLES

PERSONNEL	HOURS Reg	O/T	Hours 3&4	EARNINGS Reg	O/T	Hours 3&4	Earnings 5	GROSS	Fe	STATUT ederal	ORY DEDUCTIONS State/Local	VOLUNTARY DEDUCTIONS	NET PAY
Jane Community	96		<u> </u>					\$1,800.00	207.50 111.08 25.98		60.48 CA 19.71 CA SUI/DI		Voucher# 1256 \$1,630.00
Joe Development	96		V					\$1,500.00	99.44 88.87 20.78		22.82 CA 15.77 CA SUI/DI		Voucher# 1257 \$1,359.00
Grant Block	45.5		<u> </u>					\$1,400.00	155.35 85.53 20.00	SS	37.12 CA 15.17 CA SUI/DI		Check# 1258 \$1,258.00
Bud Category	30		<u>s</u>					\$850.00	70.00 70.00 70.00	SS	70.00CA 70.00 CA SUI/DI		Check# 1259 \$500.00



Payroll Register

Company Code

 Batch :
 4581-075
 Period Endiing :
 7/31/200!
 Week
 34

 Service Center :
 075
 Pay Date :
 2009
 Page
 2

ADP

PERSONNEL	HOURS			EARNINGS				GROSS		STATU	TORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours 3&4	Reg	O/T	Hours 3&4	Earnings 5		Fe	ederal	State/Local		
	88	2	M						207.50	FIT	60.48 CA		Voucher#
Jane Community								\$1,800.00	111.08	SS	19.71 CA		1106
									25.98	MED	SUI/DI		\$1,630.00
-	88	4	V						99.44	FIT	22.82 CA		Voucher#
Joe Development								\$1,500.00	88.87	SS	15.77 CA		1107
								φ1,500.00	20.78	MED	SUI/DI		\$1,325.00
	46		S						155.35		37.12 CA		Check# 1108
Grant Block								\$1,400.00	85.53	SS	15.17 CA		
									20.00	MED	SUI/DI		\$1,246.00
-	30		S						70.00	FIT	70.00CA		Check# 1109
Bud Category								\$850.00	70.00	SS	70.00 CA		
									70.00	MED	SUI/DI		\$500.00



Payroll Register

Company Code

 Batch :
 4581-075
 Period Ending : 7/15/2009
 Week
 33

 Service Center :
 075
 Pay Date :
 2009
 Page
 2

Bi Monthly Timecard

Employee Name	Grant Block
Month and Year	Jul-09

Date	Day of Week	Time In	Time Out	Time In	Time Out	Total Hours	CDBG Hours Worked	Leave
16	Thu	8	1:30			5.5	2	
17	Fri	8:30	11			2.5		
18	Sat							
19	Sun							
20	Mon	8	1			5	3	
21	Tue	8	12:30			4.5		
22	Wed	10	12			2		
23	Thu	8	12			4		
24	Fri	8	11:30			3.5		
25	Sat							
26	Sun							
27	Mon	9	12			3	2	
28	Tue	8	12			4		
29	Wed	8:30	12			3.5	1	
30	Thu	8	12			4	2	
31	Fri	8	12			4		
	•		Tota	Hours Wo	orked	45.5	10	

Bi Monthly Timecard

Employee Name	Grant Block
Month and Year	Jul-09

Date	Day of Week	Time In	Time Out	Time In	Time Out	Total Hours	CDBG Hours Worked	Leave
1	Wed	8	1			5		
2	Thu	8	12			4	2	
3	Fri	9	1			4		
4	Sat							
5	Sun							
6	Mon	8:30	12			3.5		
7	Tue	8	1			5		
8	Wed	9	12			3	3	
9	Thu	8	1			5		
10	Fri	8	1			5		
11	Sat							
12	Sun							
13	Mon	8	12:30			4.5		
14	Tue	9	11			2		
15	Wed	8	1			5		
	Total Hours Worked						5	

WE CARE, INC.

PETTY CASH SLIP

Date:	Department:	Vendor Paid:	Reimburse	ment Requeste	d by:	
7/22/2009	Youths Together	Walgreens; Office Store	Grant Block			
	-					
	D	ESCRIPTION OF PURCHASE			AMOUNT	
Walgreens - Binder						
Office Store	– Bins				\$4.90	
Walgreens – Pen						
		Total must no	t exceed \$50	TOTAL	\$13.87	

Amount	Fund/SF	Organization	Account	Proj/Grant/ Cost Ctr/WO	Yr	Loc	Task	Dept Specific	Approved for Reimbursement:	
									Soe Analyst	
									Reimbursement Received:	
									Grant Block	

New Check Copy



THANK YOU

OFFICE STORE

ALL SALES FINAL VISIT OUR KELLOG STORE LOCATED AT

5624 HOLLISTER AVENUE

07/21/2009 TUE #1

BINS	0.99
BRIC-BRAC	2.92
BINS	0.99
SUBTL	4.90
TOTAL	4.90
CATEND	20.00
CHANGE	15.10
ITEM 3	
6 CASHIER	8309 10:50TM


New Check Copy



Telephone Assistance 1-800-743-500	ACCOUNT SUMMARY: VISA CARD		
Assistance is available by telephone 24 hours per day. 7 days per week.	7/3/2009 HOME DEPOT 7/2/2009 HOME DEPOT 7/1/2009 COSCO	\$190.78 \$51.82 \$40.40	
Local Office Address 1919 Webster Street Oakland CA 94612 Account Number 3814367895-1	Current Charges Due 07/25/2009 Previous Balance 05/29 Payment - Thank You	\$283.00 \$455.92 \$455.92	
June 2009	TOTAL AMOUNT DUE	\$283.00	
VISA			2254
Date Type Reference 7/29/2009 Bill	Original Amt. E 283.00	Balance Due Discount 283.00	Payment 283.00





I'm Sherry C.. Thank you for allowing Me to serve you today.

RFN#

PENS SUBTOTAL	1A	2.75 2.75
TOTAL		.25 3.00
DEBIT C. CASH BACK	ARD	23.00 20.00
3434 High Stree Store (510) 26	t Oakland, CA	
ELIGIBLE FLEX SI THA	PEND ACCT IT ANK YOU	EM (FSA)
FOR FASTER SE PRESCRIPTION O WWW.WALGREE AE	RDER OR PLA	CE IT ON

CDBG \$3.00

RETAIN THIS RECEIPT FOR YOUR RECORDS

JULY 14, 2009

6:21 PM

PROGRAM MONITORING

- a. Special Instructions on Program Monitoring
- b. Housing and Community Development Agency Monthly Monitoring Report Form.
 - Section 1 Cover Page
 - Section 2 Performance Measures and Goal, page 1 (1 blank, 1 annotated)
 - Section 3 Race and Ethnicity Data (1 blank, 1 annotated)
 - Section 4 Economic Data (1 blank, 1 annotated)
- c. U.S. Department of Housing and Urban Development Race and Ethnic Data Reporting Form.
- d. U.S. Department of Housing and Urban Development Program Income Limits.
- e. U.S. Department of Housing and Urban Development 2000 Census Data for Low- and Moderate-Income Population by the Seven Community Development Districts.
- f. Community Development Block Grant Client Satisfaction Survey.
- g. Exhibit A(S) Standard Requirements-Service Agreements: Section XXX. Program Monitoring and Evaluation. Paragraph D. On-Site Monitoring.
- h. Monthly Reporting for Capital Improvement Agreements
- i. Subgrantee Program Performance Self-Assessment Checklist
- j. Board of Directors' Conflict of Interest Statement

SPECIAL INSTRUCTIONS ON PROGRAM MONITORING

1. Monthly Monitoring Reports

- a. The Monthly Monitoring Report (9-b) will be provided electronically to each Subgrantee and must be used as the format for reporting accomplishments specified in the Agreement, as well as documenting the clients served. The format should be set up as the master using size 12 font, and after submission of the first Monthly Monitoring Report Rows 22-27 on Section 8-b-Cover Sheet should be changed in subsequent Monthly Monitoring Reports.
- b. A Monthly Monitoring Report must be submitted with each monthly Request for Funds (Section 9). One only copy of the Monthly Monitoring Report is required. Requisitions will not be processed without the Monthly Monitoring Report.
- c. Monthly Monitoring Reports must be submitted in a timely manner in compliance with the agreed upon time frame provided for in the Agreement (the 5th day of the month following the reporting period, unless otherwise specified in the Agreement). Any variance must be discussed with the Contract Developer when the agreement is being drafted.
- d. Monthly Monitoring Reports must be submitted with the original signature in blue ink of the Executive Director or authorized representative.
- e. At the beginning of each fiscal year, a letter on organizational letterhead must be submitted from the Board of Directors designating the name(s) and position title(s) of the person(s) authorized to sign the Monthly Monitoring Reports.
- f. Monthly Monitoring Reports must be submitted regularly each month.
- g. Each Monthly Monitoring Report should be for one month only and multiple months must not be combined in one monthly monitoring report.
- h. Multiple Monthly Monitoring Reports should not be submitted at the same time.
- i. The Monthly Monitoring Reports should include the name and contact information for the person who prepared and can answer questions about the report.
- j. Monthly Monitoring Reports should include an explanation for any problems or delays encountered, and also include proposed corrective actions.
- k. The Monthly Monitoring Report must clearly and accurately report racial/ethnicity categories, and must comply with the HUD established categories as listed on the

Monthly Monitoring Report form. We have provided for information and reference, the HUD Race and Ethnic Data Reporting Form (9-c) which provides the Federal Office of Management and Budget's definition of the racial and ethnic categories.

- 1. Household income data must be thoroughly tracked and accurately reported. For limited clientele activities, the income limits guidelines provided by HUD for the CDBG Program (9-d) are to be used to determine and document income eligibility of clients, at least 51% of which must be low- and moderate-income. For area benefit activities, the population benefiting must be in predominantly low- and moderate-income areas (Section 9-e).
- m. Data on female heads of household should be thoroughly tracked and accurately reported.
- n. The requirements for race/ethnicity and economic data of clients should be incorporated into intake forms and gathered during the intake process.
- o. Data on physically and cognitively disabled clients should be tracked to the best of your ability.
- p. Row numbers must be retained and shown in the Monthly Monitoring Report format. When expanding rows on the Monthly Monitoring Report, check that no data is deleted, omitted or hidden and that rows do not overlap.
- q. All substantiating documentation (such as enrollment and attendance records, sign-in sheets, and lists of clients) submitted with the invoice must be copied on $8\frac{1}{2} \times 11$ inch letter size paper. If the original documentation is on $8\frac{1}{2} \times 14$ inch legal size paper, it must be reduced and copied on letter size paper, but ensuring that the text is legible.
- r. For limited clientele programs, Client Satisfaction Surveys (9-f) must be administered and the number of Surveys sent to and received from clients must be reported in the Monthly Monitoring Report.
- s. If the Monthly Monitoring Report is incomplete or inaccurate, it will be returned to the originator for corrective action and this may result in payment being delayed. When the Monthly Monitoring Report has to be corrected and resubmitted, new signature pages must be prepared and reflect the actual date on which they were approved for resubmission, not the date of initial submission.
- t. Adjustments to the program or its services must not be made before submitting a written request with justification to City staff for approval.
- u. Significant changes to the approved program and services may necessitate an amendment to the Agreement, and will be so determined by City staff.

v. Agreements may be amended no more than twice a year. Any final amendments to the Agreement services must be submitted for approval in writing prior to 90 days before the termination date of the Agreement or budget year.

2. Site Monitoring

- a. There will be annual programmatic monitoring of each Agreement conducted by City staff as specified in Exhibit A(S)-Standard Requirements-Service Agreements, Section XXX. Program Monitoring and Evaluation, Paragraph D. On-Site Monitoring. (Section XXXI. g).
- b. Programmatic monitoring will occur midway through each Agreement year and the Contract Administrator will schedule the Subgrantee in writing in advance.
 - i. A desk monitoring will be conducted when a Subgrantee's agreement is \$25,000 or less. Documents are requested from the Subgrantee and the review is done in the CDBG office.
 - ii. An on-site monitoring is conducted when a Subgrantee's agreement is \$25,001 or more. The review is done at the Subgrantee's facility. The on-site visit should take no longer than two hours so it is important for Subgrantee staff to be prepared to provide the documentation needed to complete the review.
- c. The Subgrantee Program Performance Self-Assessment Checklist (Section 9-i) should be completed in advance of the program monitoring by City staff. This is a tool to assist Subgrantees in preparing for the monitoring. It identifies records and documents which the Subgrantee should submit for a desk monitoring. It also identifies those to be made available for review by the Program Monitor at the time of an on-site visit, and specifies those for which copies are to be provided to the Program Monitor for the HCD/CDBG files. The checklist should be used at the beginning of the Agreement period as a guide for setting up program files and records.
- d. Client and program personnel files will be inspected by the Monitor in the on-site visit.

3. Client Satisfaction Survey

- a. A sample Client Satisfaction Survey (9-f) will be included in each Agreement, and subgrantees will be expected to customize this tool or develop its own tool. The final tool must be submitted to City staff for review and approval prior to use. The Survey should be administered to each client at least once per year.
- b. At minimum, the following data should be reported to City staff by including it in the Monthly Monitoring Report and attaching copies of Surveys to the Report:

- i. The number of clients to whom the survey was administered (no less than 30% of the client population)
- ii. The number of responses received.
- iii. The survey results.

4. Board of Directors' Conflict of Interest Statements

To ensure compliance with the contractual provisions on conflict of interest (Section 6), each member of a Subgrantee's Board of Directors must file an annual Conflict of Interest Statement, the format of which must be submitted to HCD/CDBG for prior review to determine that its complies with Federal requirements. We have provided a sample format (Section 6-c) which Subgrantee's may use or adapt to their existing format.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (MONTHLY MONITORING REPORT) MONTH/YEAR: _____

	А	В
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	PERSON WHO COMPLETES INVOICE:	
15	PHONE# & EXT:	
16	EMAIL:	
17	PERSON WHO COMPLETES MON. REPORT:	
18	PHONE# & EXT:	
19	EMAIL:	
20		
21		
	EXPENDITURES FOR THIS MONITORING PERIOD:	
23	INVOICE NUMBER:	
24	PERIOD ENDING:	
	CD DISTRICTS SERVED:	
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		Subgrantee (signature)
36		
37		
38		Date

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (MONTHLY MONITORING REPORT) MONTH/YEAR: _____

	Α	В	С	D	E	F
1					•	
2	Project/Program Description:					
	The description must be as it appears in Attachment A- Scope of Work of the Agreement.)					
3						
4	Goals and Objectives as Stated in Agreement:					
5	The Goal must be as stated in the Performance Measures Worksheet	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	,				
10 11 12 13	Outcome Objective #1a Enter the full description of each Outcome Objective #1b Process and Outcome Objective Process Objective #2 as stated in the Performance Outcome Objective #2a Measures Worksheet Outcome Objective #3 Outcome Objective #3a Outcome Objective #3b Outcome Objective #3b				Counts. It sh sum of each	nould be the reporting
15	TOTAL UNDUPLICATED CLIENTS SERVED:					
17	Unduplicated Physically Disabled Clients Served Unduplicated Cognitively (Mental and/or Developmental) Disabled Clients Served					
18			Client Satisfaction			
19			atisfaction Surveys			
20	* Goals should match Performance Measures document from A	Agreement incli	uaing the Total nu	mber of Undu	pilcated Client	S

	А	В	С	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 mon	th to this repor	t						
24									
25	NARRATIVE: Complete Monthly								
	> List component activities for each process objective and								
26	number of clients served								
	> Discuss emerging client needs as it relates to								
	Agreement.								
28									
	CORRECTIVE ACTION PLAN: Please complete								
29	monthly if you are not meeting your goals.								
30	>Identify problems in meeting your Agreement goals								
	>Action needed to correct the above identified problems								
	(Please note : No modifications to specified Scope of								
	Services or Budget can be inititated without prior written								
31	approval from the City of Oakland, CDBG Unit)								

HOUSING AND COMMUNITY DEVELOPMENT AGENCY (MONTHLY MONITORING REPORT) MONTH/YEAR: _____

	A	В	С	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 Outcome Objective #3b				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 Sa	atisfaction Surveys	Received****			
19 20 21 22 23	 ** Attach client intake form for each new client ***Attach sign in sheets-identify activity and which process objective (with continuing clients marked) ****Attach Client Satisfaction Surveys received during this month to this report 						

HOUSING AND COMMUNITY DEVELOPMENT AGENCY (MONTHLY MONITORING REPORT) MONTH/YEAR: _____

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

	Α	В	С	C)	E	F	G
1	RACE/E	FHNICITY C	FALL U	NDUPLICA	ATED (CLIENTS		
2								
3		Data	for Reporti			Da	ta for Year to D	ate
		Number of Hispanics in	Number of P Hispanics	1	ed in rting	Number of	Number of Non-	Total Persons Served Year to Date
		Reporting	Reportin	g (inclu	iding	Hispanics Year	Hispanics in	(including
4		Month	Month	Hispa		to Date	Year to Date	Hispanics)
5	RACE INFORMATION:							
	Persons who identify as a single race	Clients must to choose any						
7	> White	five races tha				The F	aderal	
8	Black/African American	they may cho				_	mment considers	
9	➤ Asian	up to five. <i>Hi</i>				Hispa	nic to be a	
10	American Indian/Alaska Native	an ethnicity a					ity, not a race,	
11	Native Hawaiian/Other Pacific Islander	be asked as a question (See	-				fore clients must ked their race first	
12		comment in c					Comment on cell	
13	Persons who identify as being of these specific two races	Hispanics sho				(nd then if they	
14	American Indian/Alaska Native and White	choose at leas	st one				fy as Hispanic as	
15	➢ Asian and White	Clients should					or No question	
16	Black/African American and White	aiven these cho						
	American Indian/Alaska Native and	The contractor						
17	Black/African American	identifies these			his numb	er should	This number sh	ould
18		the client choose		-		New clients	match the total	
19	not simply drop Hispanics in this category-Hispanics must choose a race as well as an ethnicity)	these combinat the 5 races that have been give	t they	t	his report	ing month on 2, cell 14C	served year to o from Section 2,	date
20	Other Multiple Race	Comment in ce	ll 6A)					
	Total Unduplicated Clients Served	0		0		0		0
21								

	Α	В	C	D	E	F	G		
1	RACE/E	FHNICITY (OF ALL UNDU	JPLICATED	CLIENTS		-		
2									
3		Data	for Reporting N		Da	ta for Year to D	ate		
		Number of Hispanics in	Number of Non- Hispanics in	Total Persons Served in Reporting Month	Number of	Number of Non-	Total Persons Served Year to Date		
		Reporting	Reporting	(including	Hispanics Year		(including		
4		Month	Month	Hispanics)	to Date	Year to Date	Hispanics)		
	RACE INFORMATION:			1 /			1 /		
	Persons who identify as a single race								
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	Persons who identify as a being of these specific two races								
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	not simply drop Hispanics in this category-Hispanics must choose a race as well as an ethnicity)								
20	Other Multiple Race			0			0		
21	Total Unduplicated Clients Served	0	0	0	0	0	0		

	A	В	С	D	E	F	G
1 The Federal Gover		ECONOM	IC DATA OF A	ALL CLIENTS	5		
2 considers Hispanic 3 ethnicity, not a rac		<u> </u>					
3 ethnicity, not a rac clients must be as		Data	for Reporting M	onth	Da	ita for Year to Da	ate
first (see Commen 3, cell 6A) and the identify as Hispan No question.	n if they	Number of Hispanics in Reporting Month	Number of Non- Hispanics in Reporting Month	Total Persons Served in Reporting Month (including Hispanics)		Number of Non- Hispanics in Year to Date	Total Persons Served Year to Date (including Hispanics)
5 ➤ Female Headed Hous	eholds						
6							
7 > Extremely Low Inco	ome (0-30% AMI)						
8 > Low Income (31-50	% AMI)						
9 > Moderate Income (5							
10 > Non-Low/Moderate	Income (>80% AMI)						
<u>11</u> <u>12</u> <u>13</u>		m Cl M ce Pe	is number should atch the Total New ients This Reportin onth from Section 2 Il 14C and Total ersons Served from action 3, 21D.	g 2,	Total Nu Date fro 14D and	nber should match umber Served Year om the Section 2, ce I Total Served Year om Section 3, 21G.	to ell

	A	В	С	D	E	F	G
1		ALL CLIENTS					
2							
3		Data	for Reporting M	onth	Da	ata for Year to Da	ate
		Number of Hispanics in	Number of Non- Hispanics in	Total Persons Served in Reporting Month (including		Number of Non- Hispanics in Year	Total Persons Served Year to Date (including
4		-	Reporting Month	· ·	Date	to Date	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
	Total Unduplicated Clients Served	0	0	0	0	0	0
11							

THIS IS A DRAFT RACE AND ETHNIC DATA REPORTING FORM. HUD WILL UPDATE THE FORM WHEN OMB APPROVAL IS OBTAINED.

Race and Ethnic Data Reporting Form U.S. Department of Housing and Urban Development Grants Management and Oversight Division OMB Approval No. 2535-0113 (exp. XXXX)

Program Title:

Grantee/Recipient Name:

Grantee Reporting Organization:

Reporting Period From (mm/dd/yyyy):____

To (mm/dd/yyyy): _

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native and White		
Asian and White		
Black or African American and White		
American Indian or Alaska Native <i>and</i> Black or African American		
* Other multiple race combinations greater than one percent: [Per the form instructions, write in a description using the box on the right]		
Balance of individuals reporting more than one race		
Total:	0	0
* If the aggregate count of any reported multiple race combination population being reported, you should separately indicate the multiple race combinations "		

multiple race combinations."

Public reporting burden for this collection is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection instrument. HUD may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Instructions for the Race and Ethnic Data Reporting form (HUD-27061)

A. General Instructions:

This form is intended to be used by two categories of respondents: (1) applicants requesting funding from the Department of Housing and Urban Development (HUD); and (2) organizations who receive HUD Federal financial assistance that are required to report race and ethnic information.

In compliance with OMB direction to revise the standards for collection of racial data, HUD has revised its standards as depicted on this form. The revised standards are designed to acknowledge the growing diversity of the U.S. population. Using the revised standards, HUD offers organizations that are responding to HUD data requests for racial information, the option of selecting one or more of nine racial categories to identify the racial demographics of the individuals and/or the communities they serve or are proposing to serve. HUD's collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below.

1. The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined below.

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories as revised by the Office of Management and Budget are defined below:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. A term such as "Haitian" can be used in addition to "Black" or "African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Note: The information required to be reported may be collected and submitted to HUD via the use of this form or by other means, such as summary reports or via electronic reporting mechanisms. The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs.

B. Specific Instructions for Completing the Form:

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report (via this form or by the use of other means such as electronic reports that provide the summary data required by this form) the aggregate totals of the racial and ethnic data that you collect via the applicable categories as described below:

Total Number of Racial Responses: Under this column you should indicate the total number of responses collected in the blocks next to the applicable categories.

THIS IS A DRAFT RACE AND ETHNIC DATA REPORTING FORM. HUD WILL UPDATE THE FORM WHEN OMB APPROVAL IS OBTAINED.

Total Number of Hispanic or Latino Responses: Under this column you should indicate the total number of responses collected in the blocks next to the applicable racial categories (e.g., you would enter the total number of Asian respondents that indicated they are Hispanic or Latino). When collecting this information from beneficiaries of the Federal financial assistance all respondents should be required to indicate their ethnic category, which requires either a "yes" or "no" response.

Other Multiple Race Combinations: Next to this racial category, indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above, and which have a total count that exceeds one percent of the total population being reported. You must identify each such racial combination, including the actual count, the percentage of the total population (in parenthesis), and the actual Hispanic or Latino count.

For example, if you obtain data that indicates that the total population being served is 200 and includes 10 Native Hawaiian or Other Pacific Islander *and* White and 12 Native Hawaiian or Other Pacific Islander *and* Asian, and those numbers (of Native Hawaiian or Other Pacific Islander *and* White and Native Hawaiian or Other Pacific Islander *and* Asian) each equates to more than one percent of the total population being served, and 2 of the Native Hawaiian or Other Pacific Islander *and* White indicate they belong to the Hispanic/Latino ethic category and 3 of the Native Hawaiian or Other Pacific Islander *and* Asian indicate they belong to the Hispanic/Latino ethnic category, you should complete the form as follows:

Racial Categories	Total Number of Race Responses	Total Number of Hispanic or Latino Responses
	Native Hawaiian or Other Pacific Islander	2
	AND White	
* Other multiple race combinations: [Per the form instruction,	10 (5%)	
write in a description using the box on the right]	Native Hawaiian or Other Pacific Islander	
	AND Asian	2
	12 (6%)	3

How the percentage should be applied will vary by program depending on whether the program is required to provide data on the total community, or on the beneficiaries/individuals that are being served or that are proposed to be served.

Balance of individuals reporting more than one race: This block is intended to capture the balance of any racial categories that are not included in the list of nine above and are not included under **"Other multiple race combinations greater than one percent."** Indicate the total number of all racial categories reported that do not fit the nine racial categories above, and do not equate to one percent of the total population being reported. Be sure to also indicate the total number of all related Hispanic or Latino responses.

Total: On the last row of the form you should indicate the aggregate totals of all the information you have gathered including the total of all racial categories and the total of all the Hispanic or Latino categories.

Family	Extremely	Very Low Income	Low (Moderate)
Size	Low Income	(31-50% of Median)	Income
	(0-30% of Median)		(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

HUD INCOME LIMITS <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM</u> Effective 2019

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".

LOW AND MODERATE INCOME POPULATION SEVEN COMMUNITY DEVELOPMENT DISTRICTS

(Boundaries Realigned by Oakland City Council Resolution No. 78102 C.M.S. Dated September 30, 2003)

CD Districts	Population ¹	Total Low-Mod Persons ²	Percentage Low-Mod	Share of Low-Mod
District 1: North Oakland	34,982	22,079	63.1%	7.3%
District 2: Eastlake/San Antonio/ Chinatown	87,458	54,561	62.4%	17.9%
District 3: Western Oakland	67,071	47,900	71.4%	15.8%
District 4: Central Oakland	37,948	25,082	66.1%	8.3%
District 5: Fruitvale/San Antonio	81,738	58,710	71.8%	19.3%
District 6: Central East Oak- land	65,013	48,195	74.1%	15.9%
District 7: Elmhurst	64,699	46,935	72.5%	15.5%
TOTAL	438,909	303,461	69.1%	100.0%

SOURCE: 2010 Census data compiled by the U.S. Department of Housing and Urban Development

Note 1: Population is estimated using population by block group. District boundaries do not conform exactly to block group boundaries.

Note 2: Total Low-Mod Persons: "low-mod universe" of the number of person for whom low-mod status could be determined.

Maps of the Seven CD Districts can be accessed on http://www2.oaklandnet.com/government/o/hcd/s/CDBG/index.htm

SECTION 9-f

<u>COMMUNITY DEVELOPMENT BLOCK GRANT</u> <u>CLIENT SATISFACTION SURVEY</u>

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.

Agency Name:

Project Name/Number:

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

Strongly Agree	Comments:
Agree	
Neutral	
Disagree	
Strongly Disagree	

2. Program Staff was respectful.

Comments:

3. Program Staff was knowledgeable.

Strongly Agree	Comments:
Agree	
Neutral	
Disagree	
Strongly Disagree	

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

Strongly Agree	Comments:
Agree	
Neutral	
Disagree	
Strongly Disagree	

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.

SECTION 9-g

EXHIBIT A(S)

STANDARD REQUIREMENTS - SERVICE AGREEMENTS

XXX. PROGRAM MONITORING AND EVALUATION

A. <u>Purpose</u>

Subgrantee shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Program Objectives.

B. <u>Responsibilities of Subgrantee</u>

Subgrantee shall undertake continuous quantitative and qualitative evaluation of the Scope of Services as specified in this Agreement and shall make monthly written reports to the Administering Department.

1. The monthly written reports shall include, but shall not be limited to the following data elements:

- a. Title of program, listing of components, description of activities/ operations.
- b. Service area (i.e., City-wide, seven CD Districts, etc.; also include applicable census tracts.).
- c. Goals--

The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.

d. Beneficiaries--

Provide the following:

1) Total number of direct beneficiaries

2) Number of direct beneficiaries by the following racial/ethnic and economic categories:

- Race Information:
 - White
 - Black/African American
 - Asian
 - American Indian/Alaskan Native
 - Native Hawaiian/Other Pacific Islander
 - American Indian/Alaskan Native and White
 - Asian and White
 - Black/African American and White
 - American Indian/Alaskan Native and Black/African American
 - Other Multiple Race
 - Ethnicity
 - Hispanic
 - Economic Information

- Female Headed Households
- Extremely Low Income (0-30% AMI)
- Low Income (31-50% AMI)
- Moderate Income (51-80% AMI)
- Non-Low/Moderate Income (>80% AMI)

e. Other data as required by the Department of Housing and Community Development of the City. The monthly report shall include a one-page summary of the report.

2. The monthly report shall be due on the fifth (5^{th}) business day of the month immediately following the month being reported.

4. The monthly reports shall be combined into a yearly cumulative report for the period ending June 30th each year.

5. The release of funds shall be contingent upon compliance with all reporting requirements.

6. The City reserves the right to change the format of the monthly monitoring report. In the event this is done, Subgrantee will be provided sufficient notice of changes in advance.

C. <u>Responsibilities of the City</u>

The City, through its Department of Housing and Community Development, shall have ultimate responsibility for overall project monitoring and evaluation, to assist Subgrantee in complying with the scope and contents of this Agreement, and to provide management information which will assist the City's policy and decision-makers and managers.

D. <u>On-Site Monitoring</u>

Authorized representatives of the City shall perform on-site program monitoring to assure compliance with this Agreement.

The Subgrantee must complete the program monitoring no later than 30 days after being contacted by the City to schedule an on-site program monitoring visit. Failure to complete the program monitoring by the specified deadline will result in suspension of payment.

The Subgrantee must resolve any and all monitoring findings no later than 30 days after the date of the on-site program monitoring by the City. Failure to resolve all program monitoring findings by the specified deadline will result in suspension of payment.

The Subgrantee shall complete the program monitoring and resolve the monitoring finds no later than 60 days after the initial City contract to schedule the program monitoring. Failure to do so by the specified deadline will result in termination of the Agreement.

<u>MONTHLY REPORTING FOR</u> <u>CAPITAL IMPROVEMENT GRANT AGREEMENTS</u>

- A. The Subgrantee shall submit monthly reports on the progress of the program and expenditure of funds to the Department of Housing and Community Development. The reports shall be submitted by the fifth (5th) day of the month following the reporting period. The reports shall include the following for each reporting period:
 - 1. <u>Request for Funds:</u>

The Request for Funds and Expense Documents by Budget Category forms shall be submitted with substantiating documentation of expenditures for the reporting period.

2. <u>Program Progress Report</u>:

The Program Progress Report shall consist of a narrative with the following information:

- a. The project/program goal(s).
- b. The improvements undertaken during the reporting period.
- c. The completion of specified implementation schedule benchmarks.
- d. The remaining improvements to be completed as specified in the implementation schedule.
- e. A description and copy of any change order(s) approved by the City during the reporting period.
- f. Any problems encountered or anticipated and the attempts to resolve them.
- g. An action plan for any outstanding problems/issues.
- h. Any technical assistance needed to resolve outstanding problems/issues.
- B. Release of funds shall be contingent upon compliance with these reporting requirements and upon certification by the Department of Housing and Community Development that the Subgrantee has met the programmatic terms and conditions of the Agreement.

CITY OF OAKLAND

Department of Housing and Community Development/Community Development Block Grant SUBGRANTEE PROGRAM PERFORMANCE SELF-ASSESSMENT CHECKLIST

Subgrantee:_____

Project Title_____ Project #_____

	DOCUMENTATION	YES	NO
1	FY20-22 Contract Development Process & Requirements Manual		
	Executed Subgrantee Agreement: Attachment A-Scope of Services and		
	Budget; Attachment B-Performance Measures Worksheet; Attachment C-		
	Client Satisfaction Survey; Exhibits A(S), B, and C (if applicable);		
	Resolution; Contract Schedules, Business Tax Certificate; Secretary of		
	State Documentation of Good Standing		
2	Executed Agreement Amendment(s), if any		
3	Approved Budget Modification(s), if any		
	Current General, Automobile and Workers' Compensation Liability		
	insurance certificate(s), Additional Insured Endorsement(s), and Workers		
4	Compensation Waiver of Subrogation		
	Current By-Laws of the Corporation approved by the Board of Directors		
5	(provide a copy of any changes made since original submission to the City)		
6	Current list of the Board of Directors with their offices and addresses		
7	Signed Board of Directors' Conflict of Interest Statements		
	Written policy prohibiting conflict of interest and requiring disclosure for		
8	board members		
9	Minutes of the two most recent Board of Directors' Meetings		
	Written policy prohibiting discrimination against program participants		
	because of gender, sexual preference, race, creed, color, national origin,		
10	AIDS, ARC or disability		
	Written policy prohibiting the use of CDBG funds for political and		
11	religious activities		
12	Program outreach materials		
13	Client intake form		
	CDBG funded client files with records of intake, selection, enrollment,		
14	attendance and services received		
15	Most recent Monthly Monitoring Report		
	Records of amount and expenditure of program income (revenue		
16	generated by each CDBG funded program)		
	Current Organizational Chart		
18	CDBG funded personnel files with time sheets		
	Current Personnel Policies and Procedures Manual (provide a copy of any		
19	changes made since original submission to the City)		
	Written policy prohibiting discrimination against any employee or		
	applicant for employment because of gender, sexual preference, race,		
20	creed, color, national origin, AIDS, ARC or disability		
-	Written policy prohibiting conflict of interest and requiring disclosure for		
	all appropriate staff, inc. those in a position to influence funding decisions		
21	all appropriate start, inc. those in a position to influence functing decisions $-$		

The above documents must be available for review by the Program Monitor at the time of the on-site performance monitoring visit, and copies of items #5,9 and 19 must be ready at the beginning of the visit to be provided to the Program Monitor for the HCD/CDBG files.

FISCAL MONITORING, AND AUDITS AND EXAMINATIONS

Fiscal Monitoring

- a. Fiscal Monitoring
- b. Fiscal Monitoring Checklist
- c. Fiscal Monitoring Questionnaire

Audits and Examinations

d. Audits and Examinations Specifications

Office of Management and Budget Circulars: CFR Title 2 – Subpart A – Chapter 11 – Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1)

United States Government Accountability Office: <u>Government Auditing Standards: 2011</u> <u>Revision (www.gao.gov/govaud/ybk01.htm</u>).

SECTION 10-a

FISCAL MONITORING

The City of Oakland is responsible for performing subrecipient monitoring in order to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations and the provisions of the contract agreement and that performance goals are achieved.

Fiscal Monitoring: is a review or examination of the subrecipient's financial records and reporting the results. It is different from an audit in that an audit is more comprehensive and detailed in scope. The fiscal monitoring is done once a year. The following areas are covered in the review:

- Accounting system and procedures including internal control structure;
- Contract Compliance;
- Compliance with Federal, State and local laws and regulations;
- Test-check selected records and documents relating to contract transactions;
- Accuracy of cost classification and allocation; and
- Adequacy of insurance coverage.

There are two kinds of monitoring performed by the City:

- 1. <u>Desk Monitoring</u>: is conducted when a subrecipient's contract is less than \$100,000. Documents are requested from the subrecipient and the review is done within our office.
- 2. <u>On-site Monitoring:</u> is conducted when a subrecipient's contract is \$100,000 or more and the review is done at the subrecipient's location. On-site monitoring usually takes one day, two days at the most.

The annual monitoring is scheduled when at least approximately 40% of the grant funds have been expended. The Fiscal Management Agency tracks the records to determine when to send out the appointment letter.



CITY OF OAKLAND

Finance & Management Agency - Grants Accounting

FISCAL MONITORING CHECKLIST

Subgrantee:		Grant:	
1 Financial Staten	nents (Ending): a) Balance Sheet b) Revenue and Expenditure Statement c) General Ledger/Trial Balance	Yes No	Ref. No.
2 Cash Receipts E	Book -		
3 Cash Disbursen	nents Book -		
4 Accounts Receiv	vable Record		
5 Accounts Payab	ble Records		
6 Payroll Register	, Time Sheets and Leave Balance Records-		
7 Bank Statement	ts/Reconciliation and Bank Signatories Records-		
8 Quarterly Payrol	II Tax Returns (For quarter ended)		
9 Fixed Assets Lis	st (purchased out of Federal Funds)		
10 Accounting Man	nual		
11 Personnel/Payro	oll Manual		
12 Organizational C	Chart		
13 Copy of Workme	en's Compensation & General Liability Ins. Cert.		
	udited Financial Statements/Single Audit anagement Letters and correspondences)		
15 Copy of latest re	eport on Exempt Organization (Form 990)		
16 Copy of latest B	oard of Director's Minutes of Meeting		
17 List of Current B	Board of Directors and their positions		
18 Copy of Sub-Co	ontractor's Contract Agreement		
19 Monitoring Ques	stionnaire		
	statement page & deposit slips on checks paid by and for the last two months.		

Please provide copies of items # 1 to 19 for City file.



City of Oakland Finance and Management Agency MONITORING QUESTIONNAIRE

Subgrantee:

Please respond to the following questions. If the question is not applicable to your program, please write N/A and state the reason (e.g. " No construction projects'). If any of the answers are "no", then please explain.

GENERAL

1.	Was the contractor's organization incorporated under the laws of the State of California?
	Comments:
2.	Does the contractor have a current set of by-laws? YesNoN/A
	Comments:
3.	Does the contractor have a functioning board of directors which meets regularly and makes decisions with regard to this project?
	Comments:
	Are any of the Board of Directors employed by the City?
	Comments:
	How often do the Board of Directors meet? When was the last meeting held?
4.	Is the contractor's physical site sufficient to accommodate the service being provided?
	Comments:
	Is the site accessible to physically disabled individuals? Yes No (Explain)
5.	Does the contractor have a written policy requiring that no participant, or potential employee, will be excluded from services or employment on the basis of race, color, national origin, age, handicap, or sex?
	Comments:
6.	Does the contractor have a written policy on drug and alcohol use by its employees?
	Comments:
7.	Does the contractor have a written policy that prohibits the use of Federal funds for participant or employee from political and religious activity?
	Comments:

8. Does the contractor have a written policy prohibiting conflict of interest and requiring disclosure for all appropriate

Subgrantee:

the purchasing policy.

	Yes No
	Comments:
9.	Is the contractor aware of the City of Oakland audit resolution policies and procedures relating to grant funds? Yes No
	Comments:
10.	Is the contractor aware of the City of Oakland debt collection procedures relating to grant funds?
	Comments:
11.	Is the contractor and it's employees aware of the City of Oakland fraud, waste and abuse prevention program? Yes No (For more info, refer to https://www.oaklandauditor.com/whistleblower)
	Comments:
12	Does the Subgrantee ensure that all costs are reported on an accrual basis? What types of costs make up the accruals (i.e. rent, salries, contracts, etc.)? Yes No If No, explain
13	Does the Subgrantee ensure that salaries and bonuses paid to Executive Officers are in accordance with the salaries and bonus limitation under Public Law 109-234.
	Yes No If Yes, identify the executive and the amount exceeded:
EDN	
	AL CONTROL Identify the organization staff responsible for the following: Preparing withdrawals or deposits
ERN 14.	AL CONTROL Identify the organization staff responsible for the following:
14.	AL CONTROL Identify the organization staff responsible for the following: Preparing withdrawals or deposits Reconciling the bank account
14. 15.	AL CONTROL Identify the organization staff responsible for the following: Preparing withdrawals or deposits Reconciling the bank account Handling petty cash If the staff responsible for withdrawals or deposits is the same person who reconciles the bank account, how is
14. 15. 16.	AL CONTROL Identify the organization staff responsible for the following: Preparing withdrawals or deposits Reconciling the bank account Handling petty cash If the staff responsible for withdrawals or deposits is the same person who reconciles the bank account, how is appropriate internal control maintained? Please explain. If the staff responsible for handling petty cash is the same person who approves cash vouchers, how is appropriate
	AL CONTROL Identify the organization staff responsible for the following: Preparing withdrawals or deposits Reconciling the bank account Handling petty cash If the staff responsible for withdrawals or deposits is the same person who reconciles the bank account, how is appropriate internal control maintained? Please explain. If the staff responsible for handling petty cash is the same person who approves cash vouchers, how is appropriate control maintained? Please explain.
14. 15. 16.	AL CONTROL Identify the organization staff responsible for the following: Preparing withdrawals or deposits Reconciling the bank account Handling petty cash If the staff responsible for withdrawals or deposits is the same person who reconciles the bank account, how is appropriate internal control maintained? Please explain. If the staff responsible for handling petty cash is the same person who approves cash vouchers, how is appropriate control maintained? Please explain. Explain the steps from the authorization of expenditures to the posting to the general ledger. Do individuals with check-signing authority post to accounting records?

Subgrantee:

- 22. Describe the cash disbursement procedure. Who is responsible in the initiation of purchases, approval of invoice, preparation of checks, and bank reconciliation procedures?
- 23. Describe the controls which ensure that only payroll chargeable to the federal programs are charged to the program.
- 24. Who reviews the cost charged to the federal funded program? Is the reviewer knowledgeable with the cost principles as outlined in Subpart E of 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for FederalAwards? If yes, state name and title of the person.
- 25. Describe the payroll procedure. Include in narrative form the procedure for hiring, establishing wage rates, reporting hours, processing payments and terminating employees.

CASH MANAGEMENT

General Financial management systems shall include procedures to minimize the time elapsed between the transfer of funds from the grantor and the disbursement of funds by the grantee.

Advances made by primary recipients to secondary recipients shall conform substantially to the same standards of timing amount as applied to advances by federal agencies to primary recipient organizations.

Internal Administrative Controls

- 26. Does the entity have a practice of deferring request for reimbursement until after the related expenditure is incurred? Yes No
- 27. Does the entity have a cash log showing expenditure and cash balances for federal financial programs? No Yes
- 28. Does the entity assign responsibility for requesting grant drawdowns to a person who has access to and utilizes the cash log and is knowledgeable of the cash management requirements?
 - Yes No If yes, print name and title.
- 29. Does the entity have adequate cash forecasting methods (when grant reimbursements are requested prior to incurring the expenditure?)
 - Yes No

If yes, describe the forecasting procedure.

30. Does the entity have a person knowledgeable of the cash management restrictions review and document of grant drawdown requests? Yes

No If yes, print name and title.

31. Has the entity assigned responsibility for ensuring that awards are not made to any debarred or suspended parties? Yes No

COST ALLOCATION & INDIRECT COST RATE

32. Does the entity use costs pools to temporarily hold allocable costs?

Yes No If no, how does the entity allocate costs that benefit multiple programs?

FINANCIAL RECORDS

33. How does your agency record and track the use of CDBG funds?

35a.	Has your organizat		50,000 or more in federal funds this fiscal year that will require an Independent Public
		No	
35b.	•	-	the most recent IPA audit report?
	Yes	No	
36.	ls a current Certific Yes	ation of Insurance No	e on file?
27			cope of services adequate for the services you provide?
57.	· · · · ·	No	If no, please explain
38.			ligible and non-CDBG eligible activities, are appropriate time distribution records
	maintained? (Time	-	
	Yes	No	If no, please explain
39.	How does your ag	ency monitor expe	penditures incurred under the CDBG program to ensure that CDBG expenditures
39.	How does your ag	ency monitor expe	
39.	How does your ag meet HUD measur	ency monitor expe	penditures incurred under the CDBG program to ensure that CDBG expenditures
39.	How does your ag meet HUD measur and 24 CFR 84.84	ency monitor expe res of reasonable l?	penditures incurred under the CDBG program to ensure that CDBG expenditures
	How does your ag meet HUD measur and 24 CFR 84.84	ency monitor expe res of reasonable l? receive program i	penditures incurred under the CDBG program to ensure that CDBG expenditures eness, allow-ability (eligibility) and allocability per 24 CFR 84.21-23, 24 CFR 84.45
	How does your ag meet HUD measur and 24 CFR 84.84	ency monitor expe res of reasonable l? receive program i	penditures incurred under the CDBG program to ensure that CDBG expenditures eness, allow-ability (eligibility) and allocability per 24 CFR 84.21-23, 24 CFR 84.45
40.	How does your ag meet HUD measur and 24 CFR 84.84 Does your agency grant funds are rec	ency monitor expe res of reasonable !? receive program i juested and the pi	penditures incurred under the CDBG program to ensure that CDBG expenditures eness, allow-ability (eligibility) and allocability per 24 CFR 84.21-23, 24 CFR 84.45
40.	How does your ag meet HUD measur and 24 CFR 84.84 Does your agency grant funds are rec Does your agency Yes	ency monitor expe res of reasonable ? receive program i juested and the pr track generated p No	penditures incurred under the CDBG program to ensure that CDBG expenditures eness, allow-ability (eligibility) and allocability per 24 CFR 84.21-23, 24 CFR 84.45 income? If yes, does the agency ensure program income is used before new program income is used in accordance with CDBG rules and regulations?
40. 41. RTIFI	How does your ag meet HUD measu and 24 CFR 84.84 Does your agency grant funds are rec Does your agency Yes CATION/RETENTIC	ency monitor expe res of reasonable ? receive program i juested and the pr track generated p No DN OF FINANCIA	eenditures incurred under the CDBG program to ensure that CDBG expenditures eness, allow-ability (eligibility) and allocability per 24 CFR 84.21-23, 24 CFR 84.45 income? If yes, does the agency ensure program income is used before new brogram income is used in accordance with CDBG rules and regulations? program income and use established revenue accounts to ensure accurate reporting? If no, please explain
40. 41. RTIFI	How does your ag meet HUD measu and 24 CFR 84.84 Does your agency grant funds are rec Does your agency Yes CATION/RETENTIC Does the contractor pertinent to the CD	ency monitor expe res of reasonable ? receive program i juested and the pr track generated p No DN OF FINANCIA or retain financial re BG contract for th	enditures incurred under the CDBG program to ensure that CDBG expenditures eness, allow-ability (eligibility) and allocability per 24 CFR 84.21-23, 24 CFR 84.45 income? If yes, does the agency ensure program income is used before new program income is used in accordance with CDBG rules and regulations? program income and use established revenue accounts to ensure accurate reporting? If no, please explain
40. 41. RTIFI	How does your ag meet HUD measur and 24 CFR 84.84 Does your agency grant funds are rec Does your agency Yes CATION/RETENTIC Does the contractor pertinent to the CD period required by	ency monitor expe res of reasonable ? receive program i juested and the pr track generated p No DN OF FINANCIA or retain financial r BG contract for th other applicable is	enditures incurred under the CDBG program to ensure that CDBG expenditures eness, allow-ability (eligibility) and allocability per 24 CFR 84.21-23, 24 CFR 84.45 income? If yes, does the agency ensure program income is used before new program income is used in accordance with CDBG rules and regulations? program income and use established revenue accounts to ensure accurate reporting? If no, please explain ML RECORDS records, supporting documents, statistical records and all other records he greater of three years from closeout of the grant , or the period laws and regulations as required by 24 CFR § 570.490?
40. 41. RTIFI	How does your ag meet HUD measu and 24 CFR 84.84 Does your agency grant funds are rec Does your agency Yes CATION/RETENTIC Does the contractor pertinent to the CD	ency monitor expe res of reasonable ? receive program i juested and the pr track generated p No DN OF FINANCIA or retain financial re BG contract for th	enditures incurred under the CDBG program to ensure that CDBG expenditures eness, allow-ability (eligibility) and allocability per 24 CFR 84.21-23, 24 CFR 84.45 income? If yes, does the agency ensure program income is used before new program income is used in accordance with CDBG rules and regulations? program income and use established revenue accounts to ensure accurate reporting? If no, please explain

Signature & Date

Position

SECTION 10-d

AUDITS AND EXAMINATIONS

A. Federal Requirements.

The City, the Secretary of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, for purposes of audit and examination, to all books, accounts, reports, files, documents, papers, records, and other papers or property of the Subgrantee pertaining to projects funded in whole or in part from funds provided under the Housing and Community Development Act of 1974 as amended. Subgrantee agrees to include in any lower tier subcontracts or other arrangements for implementation of the work embraced in this Grant Agreement a notice to this effect.

Subgrantee or non-Federal entity, as a condition of this Grant Agreement, shall have an single audit performed in accordance with the Office of Management and Budget (OMB) 2 Code of Federal Regulation (CFR) Part 200, Subpart F – the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"ⁱ, which supercedes the OMB Circular A-133 (last revised in 1990). 2 CFR Part 200issued December 26, 2013, standardizes compliance and audit requirements for government entities, non-profit organizations and institutions of higher education; further sets standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards.

If required, issued pursuant to the Single Audit Act, the audit shall be made by an independent (external) auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. The audit shall cover the entire operations of Subgrantee for the fiscal year ending within the Grant Agreement period and shall be submitted to the City within thirty (30) days of the date of issue.

A non-Federal entity (or Subgrantee) that expends \$750,000 or more in total Federal financial assistanceⁱⁱ in a year are responsible for obtaining an independent audit in accordance with the Single Audit Act and OMB 2 CFR.200 Subpart F.

The computation of the total of such assistance includes all Federal funds expended by the entire entity, and not just the department or division receiving the Community Development Block Grant (CDBG) funding. For purposes of determining the amount of Federal assistance expended, all Federal assistance shall be considered, including that which is received directly from a Federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof. *See 2 CFR.200.502 (Basis for determining Federal awards expended) for more detail.*

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.514 (Scope of audit) except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

When a non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

When A non-Federal entity that expends Federal awards under only one Federal program (excluding Research & Development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for Research & Development (R&D) unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

If a non-Federal entity or Subgrantee in turn provides \$750,000 or more of its Federal financial assistance in a year to another subrecipient, the providing Subgrantee must ensure that this second subrecipient has complied with the relevant audit requirements and applicable laws and regulations. It must also issue a management decision on audit findings within six (6) months after receipt of the audit report and ensure that the Subgrantee takes appropriate and timely corrective action (see OMB 2 CFR Part 200.508 Auditee responsibilities.).

A reasonably proportionate share of the **costs of audits required** by, and performed in accordance with, the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by requirements of this part, are allowable for Federal assistance programs for which expenditures of Federal funds is \$750,000 or more, within the non-Federal entity's fiscal year. These charges can be treated as either a direct cost or an allocated indirect cost. In regard to the latter, the percentage of costs generally charged to Federal assistance programs for a single organization wide audit should not exceed the percentage that the Subgrantee's Federal funds represent of total funds expended by the entity during the applicable year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual costs. (See 2 CFR 200.506 & 2 CFR 200.425)

B. City Requirements.

- 1. The City Auditor and the City department administering this Grant Agreement shall have the right to audit this Grant Agreement and all books, documents and records relating thereto.
- 2. Subgrantee shall maintain all its books, documents and records relating to this Grant Agreement during the Grant Agreement period and for four (4) years after the date of final payment.
- 3. The books, documents and records of Subgrantee in connection with this Grant Agreement shall be made available to the City Auditor and the City department administering this Grant Agreement within ten (10) days after the written request is made.
- 4. If annual funding of \$100,000.00 or more is received by Subgrantee or an affiliate of Subgrantee from the City, whether in a single Grant Agreement or as a cumulative amount, Subgrantee will engage a CPA to conduct an audit or audits and will require the CPA to furnish the City Auditor with a copy of the audit or audits, copies of any management letters, and copies of the Subgrantee's responses to management letters. An audit, management letter and response, shall be promptly provided to the City Auditor without the need for a special request. The City Auditor is authorized to make inquires directly to the Subgrantee's auditor and Subgrantee shall require the Subgrantee's auditor to respond truthfully to the City Auditor's questions.
- 5. If annual funding of \$100,000.00 or more is received by Subgrantee or an affiliate of Subgrantee from the City, whether in a single Grant Agreement or as a cumulative amount, Subgrantee will engage a professional qualified to analyze the Subgrantee's internal control structures, and to furnish the City Auditor with a copy of the analysis. A report shall be promptly provided to the City Auditor without the need for a special request. The City Auditor is authorized to make inquires directly to the Subgrantee's professional and Subgrantee shall require the Subgrantee's professional to respond truthfully to the City Auditor's questions.
- 6. If annual funding of \$100,000.00 or more is received by Subgrantee or an affiliate of Subgrantee from the City, whether in a single Grant Agreement or as a cumulative amount, Subgrantee shall submit to the City the Subgrantee's annual fiscal year financial audit no later than six (6) months after the end of the Subgrantee's fiscal year. Subgrantee shall provide the City with a copy of any compliance or performance audit and any management letters no later then six (6) months after the issuance date.
- 7. Subgrantee shall cooperate with all monitoring and evaluation activities conducted by the City relative to this Grant Agreement.
- 8. Unless Federal or State restrictions apply, the costs of audits are allowable charges for the portion of the audit applicable to the program funded under this Agreement and may be set

aside in the Agreement budget. For example only Federal grants of \$750,000 or more allow the inclusion of audit costs in the program budget.

C. Accounting

Subgrantee shall establish and maintain, on a current basis, an adequate accounting system in accordance with generally accepted accounting principles and standards and in accordance with Uniform Administration Requirements cited at 24 C.F.R. Section 570.502(a) for recipients and Subgrantees which are governmental entities (including public agencies) or 24 CFR Section 570.502(b) for Subgrantees which are non-profit organizations or educational institutions.

D. Financial Statement

The City shall have the right to require the Subgrantee to submit an audited Financial Statement showing all assets and liabilities of the Subgrantee including Income Statement for the fiscal year ending nearest to the Grant Agreement date, prior to approving any request for payment herein.

i . Federal Electronic Code of Regulations - Current as of June 26, 2020

https://www2.ed.gov/policy/fund/guid/uniform-guidance/fundsguidance.pdf#:~:text=The%20% E2%80%98%20Uniform%20Administrative%20Requirements%2C%20Cost%20Principles% 2C%20and,the%20Department%20on%20or%20after%20December%2026%2C%202014.

ii. "Federal financial assistance" means assistance provided directly by a agency to a recipient or a Subgrantee or through a recipient to a Subrecipient to carry out a program or activity. Such assistance may be in the form of:

- Grants;
- Loans;
- Grant agreements;
- Cooperative agreements;
- Non-cash contributions or donations of property;
- Direct appropriations;
- Food commodities;
- Loans;
- Loan guarantees;
- Interest subsidies;
- Insurance;

SECTION 11

EMPLOYMENT AND CONTRACTING

- a. Employment and Contracting: Service Projects:
 - i. HUD Section 3 Requirements
 - ii. Equal Employment Practices
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EMPLOYMENT AND CONTRACTING: SERVICE PROJECTS

i. <u>HUD Section 3 Requirements</u>

Section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992, Section 3, as amended, requires that economic opportunities generated by certain HUD financial assistance of housing (including public and Indian housing) and community development programs shall, to the greatest extent feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons. The opportunities include job training, employment and contracting opportunities in connection with projects and activities in their neighborhoods.

ii. Equal Employment Practices

Subgrantee 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 the Agreement, Subgrantee agrees as follows:

- a) Subgrantee and Subgrantee's Sub-Subgrantees, if any, shall not discriminate against any employee or applicant for employment because of age, sex, gender identity, sexual orientation, genetic information, sexual harassment, race, color, religion, national origin, pregnancy, familial status 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, retaliation, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) Subgrantee and Subgrantee's Sub-Subgrantees shall state in all solicitations or advertisements for employees placed by or on behalf of Subgrantee that all qualified applicants will receive consideration for employment without regard to age, sex, gender identity, sexual orientation, race, religion, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c) If applicable, Subgrantee will send to each labor union or representative of workers with whom Subgrantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Subgrantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

EMPLOYMENT AND CONTRACTING: CONSTRUCTION PROJECTS

i. <u>Prevailing Wages</u>

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) <u>Nondiscrimination</u>. 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) <u>Labor Department Requirements.</u> 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) <u>HUD Section 3 Requirements.</u> 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) <u>City Local Employment Requirements.</u> 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) <u>City Local/Small Local Business Enterprise Requirements.</u> 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) <u>City Professional Service Requirements.</u> 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) <u>City 15% Oakland Apprenticeship Workforce Development Partnership System.</u> 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) <u>Reporting.</u> 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) <u>Subcontracts.</u> 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/Contracts and Compliance to review these requirements.

THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS AND COMPLIANCE

The City of Oakland requires its Subgrantees and Sub-Subgrantees to fully comply with the City's policies for implementing the Americans with Disabilities Act and related state laws.

- a. Contract Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act (Section 5), provides a mechanism by which outside agencies acknowledge their general obligations under the ADA before providing goods or services to the City.*
- b. Contract Schedule C-2, Declaration of ADA Compliance for Facility Use and Special Events Agreements (Section 5), provides a mechanism by which outside agencies acknowledge their obligations under the ADA and the City's ADA Special Events Policy before utilizing City facilities for public events and/or delivering special event services to the City.*

Which Schedule Should You Use?

All subgrantees should use Schedule C-1, except those whose grant agreements provide for special events services or for special events facilities rentals. All written agreements allowing outside organizations to use City facilities for facilities rentals and any written agreements for special events services must include Contract Schedule C-2. If you use Schedule C-2, you do not need to use Schedule C-1.

The policies for the City of Oakland and all levels of government can be accessed at https://www.oaklandca.gov/resources/city-of-oakland-americans-with-disabilities-act-ada-policies .

*Schedules C-1 and C-2 are in Section 5 – Schedules. Schedule C-1 is part of the Combined Grants Schedules.

Anh Nguyen ADA Programs Manager 510-238-7915 Hoang Banh ADA Programs Analyst 510-238-5219

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