



CITY COUNCIL STAFF REPORT



July 12, 2022

ITEM TITLE

Department of Housing and Urban Development Grant Funding: Approval of the 2022/23 Annual Action Plan

Report Number: 22-0130

Location: No specific geographic location

Department: Development Services

Environmental Notice: The activity is not a “Project” as defined under Section 15378 of the California Environmental Quality Act (“CEQA”) State Guidelines and Title 24 of the Federal Code of Regulations; therefore, pursuant to State Guidelines Section 15060(c)(3) and Federal Guidelines Part 58.34(a)(2) & (3) no environmental review is required. Notwithstanding the foregoing, the activity qualifies for an Exemption pursuant to Section 15061(b)(3) of CEQA and Part 58.34 (a)(2) & (3) of the National Environmental Policy Act (“NEPA”).

Recommended Action

Adopt a resolution: (1) approving the 2022/23 U.S. Department of Housing and Urban Development (“HUD”) annual spending plan for the Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grant (the “Action Plan”); and (2) authorizing the City Manager or designee to execute subrecipient agreements and all HUD documents related to the grants; ~~and (3) appropriating funds thereof (4/5 Vote Required).~~

SUMMARY

The City of Chula Vista has received and reviewed funding applications for the U.S. Department of Housing and Urban Development (“HUD”) grant programs including: (1) Community Development Block Grant (“CDBG”); (2) HOME Investment Partnerships Act (“HOME”); and (3) Emergency Solutions Grant (“ESG”) funds. On April 8, 2022, the 2022/2023 funding recommendations were released for a 30-day public comment period which closed on May 9, 2022, with no public comments received. Due to delays in HUD’s release of final allocations, the City received its annual allocation amounts on May 16, 2022. Staff updated the 2022/23 Annual Action Plan and re-released it for another 30-day public comment period, as required by HUD due to significant revisions that were made. The second 30-day public comment period opened June 3, 2022 and closed July 4, 2022, with no public comments received. Staff is requesting Council approval of the final action plan before it is submitted to HUD by the extended deadline of July 16, 2022.

ENVIRONMENTAL REVIEW

The Director of Development Services has reviewed the proposed activity for compliance with CEQA and NEPA. The activity is not a “Project” as defined under Section 15378 of the State CEQA Guidelines because the proposal consists of a reporting action, is not for a site-specific project(s) and will not result in a direct or indirect physical change in the environmental. Therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Under NEPA, the activity is exempt pursuant to Title 24, Part 58.34(a)(2)&(3) of the Code of Federal Regulations and pursuant to the U.S. Department of Housing & Urban Development Environmental Guidelines. Thus, no further environmental review is necessary at this time. Although environmental review is not necessary at this time, once a project(s) has been approved, environmental review will be required and a CEQA/NEPA determination completed prior to initiation of any related project activity.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

Not applicable.

DISCUSSION

As an entitlement community with HUD, the City of Chula Vista receives annual funding under three entitlement block grant programs: CDBG, HOME and ESG. The grant amounts allocated to each jurisdiction are determined using a formula based on statistical and demographic data. The purpose of this funding is to provide housing, a suitable living environment, and to expand economic opportunities principally for low and moderate-income persons. As a recipient of these HUD funds, the City is required to adopt a five-year planning document, entitled the Consolidated Plan (the “ConPlan”) which describes the City's five-year strategy for use of these funds based upon the identified goals and objectives related to its housing and community development priorities.

The City annually selects activities for funding that best meet the needs of the community as specified within the ConPlan, while also meeting the national objectives and requirements of the grant funds. The selected activities are then incorporated into a one-year planning document, known as the Annual Action Plan (the “Action Plan”). The Action Plan constitutes the City’s formal funding application to HUD for the corresponding grant year. The 2022/2023 Action Plan represents the third year of the ConPlan period. The Action Plan has been revised and released for a second 30-day comment review period with no comments received. Additionally, the City must enter into a formal agreement with HUD (Attachment No. 2) as well as execute a Subrecipient 2-Party Agreement and MOU with each approved applicant (Attachments No. 3 and 4).

The City’s 2020/2024 Five-Year ConPlan identifies a total of five priorities under Housing and Community Development for funding consideration.

Table I: 2020/2024 Consolidated Plan Funding Priorities

PRIORITY	Goal	ACTIVITY TYPE
Homelessness	Assist individuals and families to gain stable housing after experiencing homelessness or a housing crisis by providing appropriate services and housing solutions on a path to stability.	<ul style="list-style-type: none"> • Shelter Operations • Homeless Prevention • Homeless Outreach • Homeless Supportive Services
Social Service Programs	Invest in community social services to promote equity and serve the most vulnerable of the community's population.	Public Services to Low/Moderate Income including the following population: <ul style="list-style-type: none"> • Homeless Veterans; Youth; Seniors; Victims of Domestic Violence; Special Needs/Disabled
Capital Improvement and Public Facilities	Support the development of vibrant, equitable and accessible neighborhoods by investing in public facilities and infrastructure.	<ul style="list-style-type: none"> • ADA improvements • New streets and sidewalks • Public facility improvements
Economic Development	Enhance the City's economic stability by investing in inclusive economic growth initiatives that develop and strengthen small businesses, employment and workforce development programs and improving access to jobs.	<ul style="list-style-type: none"> • Business Financial Assistance Programs • Business Technical Assistance • Job Training and Placement
Affordable Housing	Increase affordable rental and owner-occupied housing to improve housing opportunities that reflect the community's needs.	<ul style="list-style-type: none"> • New Construction • Acquisition • Rehabilitation • First-Time Homebuyer Assistance • Tenant-Based Rental Assistance

2022/2023 ANNUAL ACTION PLAN

Resources

HUD provided the City's allocation amounts for 2022/23 on May 16, 2022. Although this is later than HUD typically finalizes their appropriations process, HUD has given cities additional time to submit the Action Plan, allowing submission up to 60 days after 2022/23 allocations have been announced. Chula Vista's 2022 submission deadline is July 16, 2022.

The City's 2022/23 allocation for CDBG funds was \$402,705 lower than anticipated, HOME was funded with \$9,552 more than anticipated and ESG received \$74 less than anticipated in the first version of the Annual Action Plan that was presented to City Council on April 12, 2022. This reduced allocation to CDBG required significant revisions to the previously anticipated subrecipient funding decisions. Projects previously identified for potential increased funding instead received smaller allocations. Per HUD policy, these

reductions required re-release of the annual action plan for a 30-day public comment period. Updated allocations are reflected in the tables below.

In addition to its 2022/23 entitlement amount, the City will also allocate prior year unencumbered ESG funds, which are \$105 less than as presented in the report dated April 12, 2022. These funds typically become available as projects are completed under budget, loans are repaid, or other program income is generated.

Table II: 2022/2023 Grant Funding

PROGRAM	ENTITLEMENT AMOUNT	PRIOR YEAR (UNENCUMBERED)	TOTAL AVAILABLE FOR 2022/2023
Community Development Block Grant	\$2,297,295	\$0	\$2,297,295
HOME Investment Partnerships Act	\$ 909,552	\$0	\$909,552
Emergency Solutions Grant	\$ 199,926	\$1,204,890	\$ 1,404,816
Total	\$3,406,773	\$1,204,890	\$4,611,664

Funding Requests

As part of the annual Action Plan process, the City releases a Notice of Funding Availability (“NOFA”) for the three grant programs. The NOFA was released in February 2022, with an original submittal deadline of March 7, 2022. This deadline was extended to March 9, 2022, due to technical difficulties with the application submittal system. Housing staff has reviewed all proposals to ensure compliance with the prescribed regulations and consistency with the City’s goals and objectives.

An executive summary was prepared for each request which summarizes the requested funding level, proposed use of funds, and benefit to the community. This executive summary was presented to Council on April 12, 2022. The federal grant funding recommendations for CDBG, HOME and ESG are presented below.

Community Development Block Grant (CDBG)

For fiscal year 2022/2023, the City will utilize an estimated total of \$2,297,295 of CDBG funds. All projects considered for funding must address at least one of the three CDBG National Objectives: (1) benefit primarily low/moderate income families; (2) aid in the prevention or elimination of slums or blight; or (3) meet community needs due to a major emergency such as a natural disaster.

Projects are then classified into three distinct categories:

1. Administration and Planning
2. Public Services; and
3. Capital Improvement Projects (“CIPs”) and Community Development.

Below is a summary of the funding recommendations under each respective category.

1. Administration/Planning Recommendations

Funds under this category cover all City staff costs associated with the management and administration of the City of Chula Vista's CDBG program including regulatory compliance, contract administration, subrecipient monitoring and fiscal management. This also includes preparation of the required planning documents, such as the Annual Action Plan, the Consolidated Plan, and the Analysis of Impediments to Fair Housing Choice. Federal regulations governing the CDBG program limit the amount that the City

spends on administration/planning activities to 20 percent (20%) of the entitlement amount for the program year (estimated cap of \$459,459 in 2022/23).

Table III: 2022/2023 CDBG Administration Funding

Applicant	Program	Recommended
1 DSD – Housing Division	CDBG Administration/Planning*	\$399,459
2 CSA San Diego County	Fair Housing and Tenant/Landlord Services	\$60,000
Total		\$459,459

**Funds were reduced by \$50,541 from \$450,000 in the April 12, 2022 recommendations.*

2. Public Services Program Recommendation

Funds for Public Services activities are awarded to local agencies and community organizations to implement projects and programs that improve the lives of low-income residents, including the elderly, disabled, at-risk, and homeless. The amount of funds the City may allocate to public services is limited to fifteen percent (15%) of the annual entitlement (estimated cap of \$344,594 in 2022/23). Staff's funding recommendations for public service activities are based on funding priorities established in the ConPlan, along with an established ranking criterion which categorizes the programs by community need (Tier I-III, with Tier I as the highest).

Public Services Community Need Ranking

Tier I (highest)	Tier II	Tier III
Emergency Needs: Programs that address basic, fundamental needs including shelter, food, and other commodities.	Special Needs/Disabled: Programs that provide services to persons with disabilities, special needs, and are at high-risk.	Other General Services: All other services which do not fall within Tier I or II and provide general public services to low/moderate income persons.

A total of fourteen public service applications were received in this category. With the exception of applicant number 14 (Women Initiating Success Envisioned Inc.), all requests are previous grant recipients and are in good standing with the City of Chula Vista and HUD. Women Initiating Success Envisioned Inc. is a newly formed organization with limited experience in receiving and administering federal funding. Staff recommends funding of Women Initiating Success Envisioned Inc. for its first year with staff providing the necessary technical assistance for compliance and the successful delivery of the proposed program.

Summarized below are the list of applicants, program name and amount of recommended funding by staff.

Table IV: 2022/2023 CDBG Public Services

Program	Recommended
Alpha Project for the Homeless	Take Back the Streets ¹ \$19,594
Chula Vista Elementary School District	Family Resource Center Emergency & Basic Services ² \$25,000
City of Chula Vista Parks and Rec	Norman Park Senior Center \$30,000

City of Chula Vista Parks and Rec	Therapeutic Recreation Programs for Adults with Severe Disabilities	\$20,000
Family Health Centers of San Diego	Family Health Centers of San Diego Mobile Medical Services	\$30,000
Jacobs & Cushman San Diego Food Bank	Food for Kids Backpack Program	\$15,000
Meals-on-Wheels Greater San Diego	Senior Meal Delivery & Accompanying Services	\$25,000
SBCS Corporation	Family Violence Support Services ³	\$39,000
SBCS Corporation	Homeless Services	\$40,000
SBCS Corporation	South Bay Food Program	\$11,000
Voices for Children	Court Appointed Special Advocate (CASA) Program	\$15,000
Women Initiating Success Envisioned Inc. (WISE)	Women Initiating Success Envisioned Inc.	\$15,000
McAlister Institute	Work For Hope	\$60,000
Total		\$344,594

¹Take Back the Streets application received requested \$99,000. It is anticipated that a request for other funds will be made at a later date to continue the program.

²Family Resource Center application received requested \$35,000; however, staff has recommended funding at prior year allocation amount of \$25,000.

³Family Violence Support Services application requested \$240,000. Council approved the use of \$200,000 in ARPA funds for this purpose at the meeting of April 26, 2022, rather than using CDBG funds for the full amount.

⁴Hotel/Motel Voucher Program in the amount of \$10,000 will be funded through alternate Housing funding source.

3. CIPs and Community Development

After the Public Services and Administration activities are funded, a total of \$1,493,242 remains for eligible capital improvement projects, public facility improvements, and other housing/community development related activities. The City has earmarked \$657,214 for the annual Castle Park Infrastructure Section 108 debt service payment, with seven years remaining on the 20-year loan term. This leaves a balance of \$836,028 for new projects.

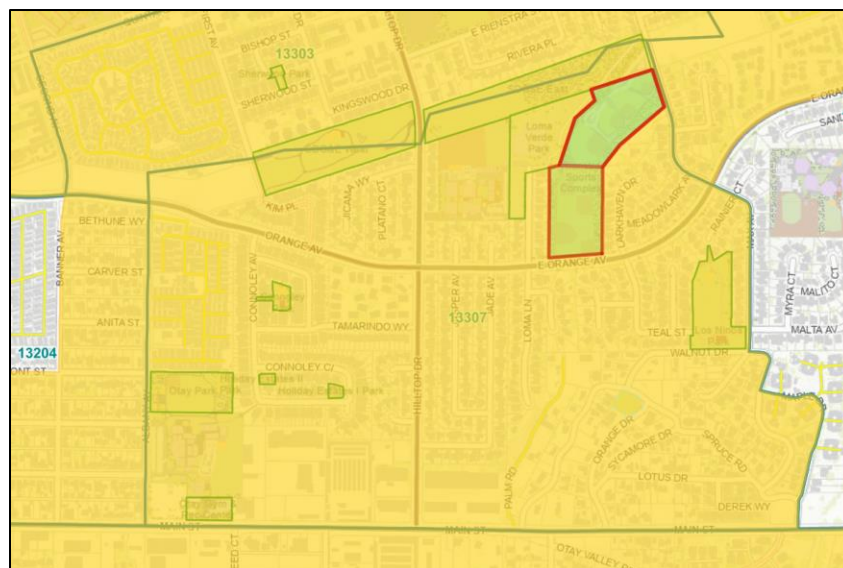
To be considered eligible for funding within the CIP category, the project must be located in a primarily residential area designated as low/moderate income by the U.S. Census and cannot be regional in nature (serving the entire City or county region). Priority is given to those projects with the most effectiveness and the greatest feasibility by demonstrating leveraging of additional funding sources, benefit and impact to the community, and relevance to the City of Chula Vista's Critical Needs List and/or Pedestrian Master Plan.

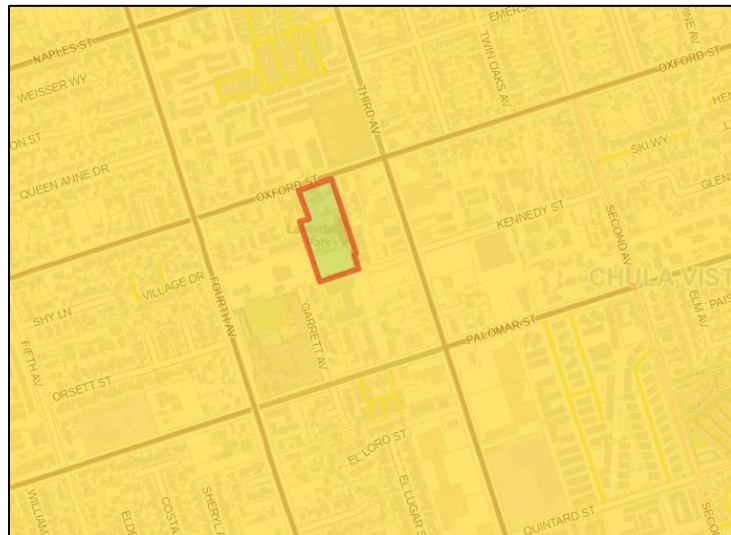
A total of four applications are presented under this category: the City's Section 108 Loan payment and three CIPs (Rienstra Park ADA Accessibility Improvements, Lauderbach, and D Street).

Program		Recommended
City of Chula Vista Parks and Rec*	CIP - Rienstra Park ADA Accessibility Improvements ¹	\$344,028
SBCS Corporation	CIP - Lauderbach	\$392,000
Chula Vista Housing Division	Section 108 Loan	\$657,214
Chula Vista Engineering Division	CIP - D Street	\$100,000
TOTAL		\$1,493,242

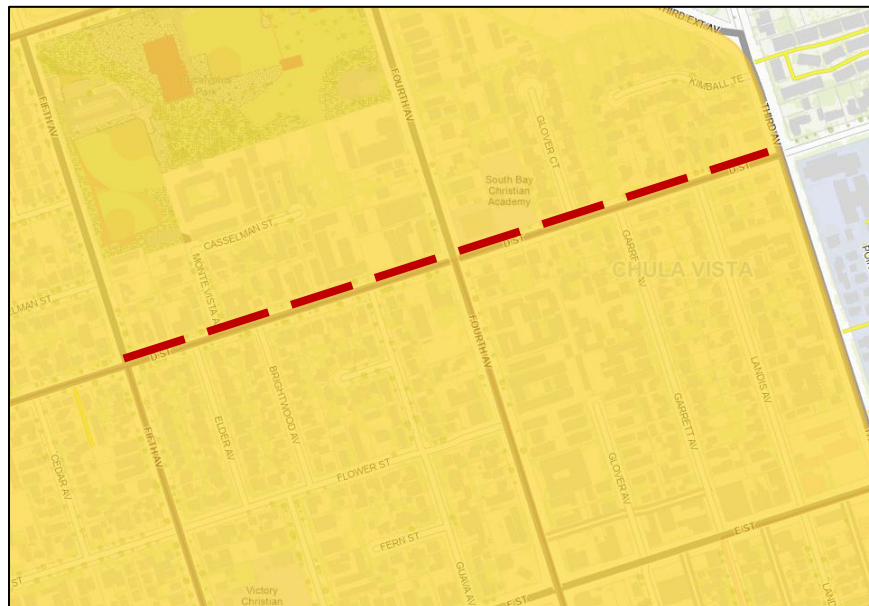
Per CDBG regulations, CIP projects must serve an area where at least 51% of residents are low and moderate income. Provided with a description of the projects are maps illustrating each location and HUD-designated Low/Moderate Income Census Tract (shaded in Yellow)

Rienstra Park





Downloaded from <http://ajph.org/> on November 10, 2014



Home Investment Partnerships Act (HOME)

HOME funds may be used to provide affordable rental housing and home ownership opportunities through:

1. New construction
2. Acquisition
3. Rehabilitation
4. First time homebuyer assistance; and/or
5. Tenant-based rental assistance.

For 2022/23, the City of Chula Vista will utilize the HOME entitlement to address the City's housing priorities of the 2020/2024 ConPlan (approximately \$909,552). Per the HOME regulations fifteen percent (15%) of the annual allocation must be set aside to assist Community Housing Development Corporations ("CHDOs") for the creation of affordable housing units (estimated minimum of \$136,433 in 2022/23). This requirement will be considered when issuing a Request for Proposals for new development.

Table VI: 2022/2023 HOME Projects

Program		Recommended
DSD – Housing Division	HOME Planning and Administration	\$90,955
SBCS Corporation	Tenant Based Rental Assistance	\$818,597
TOTAL		\$909,552

The City received one application eligible for HOME funds from SBCS to provide tenant based rental assistance for general low- and moderate-income residents. The remainder of funds will be utilized for future affordable housing development proposals and administration expenses.

Emergency Solutions Grant (ESG)

The City of Chula Vista will receive \$199,926 in ESG entitlement funds for FY 2022/23 and unencumbered prior year funds of \$1,204,890 for a total available of \$1,404,816. ESG funds may be used to provide homeless services through:

1. Homeless Prevention
2. Rapid Re-Housing (rental assistance)
3. Street Outreach
4. Emergency Shelter; and/or
5. Homeless Management Information Systems ("HMIS").

The City received four proposals for ESG, including one proposal from the Interfaith Shelter Network of San Diego and three applications from SBCS Corporation. All requests are previous grant recipients and are in good standing with the City of Chula Vista and HUD. The remaining funds will be earmarked for Planning and Administration Costs (7.5% of the entitlement, or \$14,994 in 2022/23), Homeless Prevention and Rapid ReHousing Services, and the HUD mandated Homeless Management Information System. These programs will be administered by DSD Housing staff.

Table VII: 2022/2023 ESG Programs

Applicant		Program	Recommended
21	DSD – Housing Division	ESG Planning and Administration ¹	\$14,994
22	SBCS Corporation	ESG - Casa Nueva Vida ²	\$69,932
23	SBCS Corporation	Homeless Prevention Program	\$100,000
24	SBCS Corporation	CIP - Shelter Rehab	\$1,204,890
25	Interfaith Shelter Network of San Diego	Rotational Shelter Program	\$15,000
TOTAL			\$1,404,816

¹Reduced by \$6 from the April 12, 2022, proposal.

²Reduced by \$223 from the April 12, 2022, proposal.

Conclusion

While the ESG and the HOME programs were designed to meet very specific objectives, the CDBG program allows flexibility in the type of activities it funds. This allows the City to leverage its CDBG funds with ESG and HOME funds to maximize the impact of the grant funding to meet the housing needs of the lower income community. Since the end of redevelopment in California in 2012, the City of Chula Vista has lost \$21 million that would have otherwise been generated from redevelopment for affordable housing related activities. As the cost of housing has increased year after year, far outpacing income growth, housing has become increasingly unaffordable to more members of the community.

The revised 2022/2023 Annual Action Plan was released for the required 30-day review and comment period on June 3, 2022, and closed July 4, 2022, with no public comments received. Staff recommends that the City Council adopt the final version of the 2022/23 Annual Action Plan as presented in Attachment No. 1, authorize the City Manager or designee to execute into all necessary documents to accept HUD grant funds and enter into subrecipient agreements substantially in the form presented in Attachments No. 2-4.

This item does require an appropriation, subject to a 4/5 vote. City staff will return to City Council at a later date with request for an appropriation.

,and appropriate funds therefore.

DECISION-MAKER CONFLICT

Staff has reviewed the property holdings of the City Council members and has found no property holdings within 1,000 feet of the boundaries of the Rienstra Park Improvement, Lauderbach, and D Street CIPs which are the subject of this action. Consequently, this item does not present a disqualifying real property-related financial conflict of interest under California Code of Regulations Title 2, section 18702.2(a)(7) or (8), for purposes of the Political Reform Act (Cal. Gov't Code §87100, et seq.). Staff is not independently aware and has not been informed by any City Council member, of any other fact that may constitute a basis for a decision-maker conflict of interest in this matter.

CURRENT-YEAR FISCAL IMPACT

There is no current-year fiscal impact to the General Fund as a result of this action. In the remote event that HUD should withdraw the City's CDBG, ESG, and HOME funding, the Agreements/Memorandum of Understandings provide that the City is not obligated to compensate subrecipients or City Departments for program expenditures.

Recommended funding allocations are summarized below.

Community Development Block Grant (CDBG)	
CDBG Administration and Planning	\$459,459
Public Services	\$344,594
Section 108 Loan Payment	\$657,214
Capital Improvement and Housing	\$836,028
Subtotal	\$ 2,297,295
Home Investment Partnerships Act (HOME)	
HOME Planning and Administration	\$90,955
Affordable Housing Projects/Programs	\$818,597
Subtotal	\$909,552
Emergency Solutions Grant (ESG)	
ESG Administration and Planning	\$14,994
Shelter Services and Operations	\$1,204,890
Homeless Prevention and Rapid ReHousing	\$184,932
Subtotal	\$1,404,816
TOTAL CDBG, HOME and ESG	\$4,611,664

ONGOING FISCAL IMPACT

There is no ongoing fiscal impact to the City's General Fund as a result of this action. All costs associated with the administration of the CDBG, HOME and ESG programs are covered by the respective grants.

ATTACHMENTS

1. 2022/2023 Annual Action Plan
2. Sample CDBG Interdepartmental MOU
3. Sample CDBG Subrecipient Agreement
4. Sample ESG Subrecipient Agreement

*Staff Contact: Mark Barnard, Management Analyst I
Tiffany Allen, Deputy City Manager & Director of Development Services*



CITY OF CHULA VISTA

ANNUAL ACTION PLAN FY 2022-2023

Executive Summary

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

1. Introduction

Each year, the City of Chula Vista participates (as an entitlement jurisdiction) in the Community Development Block Grant Program (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant Program (ESG). These programs are administered by the US Department of Housing and Urban Development (HUD) and provide funding for a variety of different community development, housing, and public service activities. Regulations governing the CDBG program require that each activity undertaken with CDBG funds meet one of the following three broad national objectives: 1) Benefit people with low- and moderate-incomes; 2) Aid in the prevention or elimination of slums and blight; 3) Meet an urgent need (such as earthquake, flood, or hurricane relief).

According to HUD's Consolidated Plan Final Rule, the overall goal of community planning and development programs is to develop viable urban communities by providing decent housing (DH), a suitable living environment (SL), and expanding economic opportunities (EO) principally for low- and moderate-income persons. In addition to meeting one of the General Objective Categories above, HUD requires that project activities funded with entitlement funds also meet one of the following General Outcome Categories: Availability/Accessibility (1), Affordability (2), or Sustainability (3). Each activity funded will thus have a combination of the Objective and Outcome Category listed in the description (i.e. DH-2 would be Decent Housing that is Affordable), which allows for measuring accomplishments for each of the Consolidated Plan's five years.

2. Summarize the objectives and outcomes identified in the Plan

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

During development of the FY 2020-2024 Consolidated Plan, which forms the basis for establishing objectives and outcomes in the Strategic Plan and five subsequent Annual Action Plans required by HUD, the following Priority Needs, Program Activities, and related Objectives/Outcomes were established:

Priority 1: Affordable Housing (DH-2) [High Need]- Promote, preserve, and assist in the development of affordable housing for low- and moderate- income residents, special needs groups, those at-risk of homelessness, and disproportionately impacted residents. **The quantifiable five- year goal is to assist 500 households (100 households annually).**

Priority 2: Infrastructure and Facilities (SL-1) [High Need]- Improve and expand infrastructure and facilities that benefit primarily residential low- and moderate-income neighborhoods. **The quantifiable five- year goal is to improve 10 public facilities/infrastructure projects to benefit 5,000 low- and moderate-income residents in the eligible areas (2 projects/1,000 annually).**

Priority 3: Public Services (SL-1) [High Need]- Provide and improve access to public services for low- and moderate-income persons and those with special needs. Public Services will be funded based on applications received for a variety of services, including, but not limited to: Senior Services, Disabled Services, Youth Services, General Public Services, Homeless Facilities/ Supportive Services, Victims of Domestic Violence Services, Abused and Neglected Children, Foster Youth, Illiterate Adults, and other special needs. **The quantifiable five- year goal is to serve 5,000 people (1,000 people annually).**

Priority 4: Economic Development (EO-1) [High Need]- Provide for the economic development needs of low- and moderate-income persons and neighborhood target areas. **The quantifiable five- year goal is to assist 5 businesses (1 business annually) and create/retain 50 jobs (10 annually).**

Priority 5: Administration and Planning (SL-1) [High Need]- Provide for administration and planning activities to develop housing and community development strategies and programs needed to carry out actions that address identified needs in the Consolidated Plan in accordance with HUD regulations and provide Fair Housing services for all residents. **The quantifiable five- year goal is to assist 600 households (120 households annually).**

Priority 6: Address Homelessness (SL-1) [High Need]- Provide for programs to address the needs of the homeless population. **The quantifiable five- year goal is to assist 600 households (120 households annually).**

Priority 7: Address the COVID 19 Coronavirus Pandemic (SL-1) [High Need]- Provide for programs needed to carry out actions that address identified needs pertaining to the COVID 19 Coronavirus Pandemic. **The quantifiable five- year goal is to assist 1,600 households (320 households annually).**

3. Evaluation of past performance

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

The City's CDBG funded programs implemented over the last year have aided in solving neighborhood and community problems by provided a funding source for underserved needs. Specifically, the Capital Improvement Projects have given low-income neighborhoods an improved infrastructure system; public services have helped the City's elderly, youth, homeless, at-risk, victims of domestic violence, and other special needs groups; residents have benefitted from Fair Housing and Tenant/Landlord Counseling Services; residents have been provided affordable housing through construction of new housing units and down payment assistance; the housing stock has been sustained through rehabilitation of housing units/lead-based paint testing and abatement, and code enforcement; and emergency shelter and

supportive services have been provided to homeless persons/families and/or those at risk of becoming homeless.

All of these projects and experiences have helped guide the City in choosing the goals and projects for the new Consolidated Plan Cycle. The City will continue the priorities and projects from the previous Consolidated Plan, as there are still unmet needs due to the limited amount of grant funds received each year. It is anticipated that funding received in the next five years will not be sufficient to complete the remaining infrastructure projects needed within the low- and moderate-income areas identified in the City's Capital Improvement Plan (CIP). Moreover, affordable housing, public services, fair housing and administration are still High priority needs in the community and will therefore receive continued funding. As economic development has somewhat more restrictive regulations attached to it, it will be included in the Consolidated Plan as a High priority need, but it may not be funded with CDBG funds during this cycle. Instead, the City will seek to fund economic development using leveraged resources and will consider CDBG funding should funds become available.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In accordance with the City's adopted Citizen Participation Plan, the City facilitated citizen participation through surveys, community meetings and public hearings. Efforts in FY 2022-2023 were made to encourage participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where HUD funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods. The City also made efforts to encourage the participation of minorities and non-English speaking persons, as well as persons with disabilities.

Further description of the consultation and citizen participation efforts can be found in the Appendix.

5. Summary of public comments

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

No comments were received on the FY 2022-2023 Annual Action Plan.

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

To date, there were no comments received, but not accepted.

7. Summary

During FY 2022-2023, the City of Chula Vista Will receive funds from HUD, which will be used as discussed in AP 35.

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

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

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

Agency Role		Name	Department/Agency
CDBG Administrator		CHULA VISTA	Development Services Department Housing Division
HOME Administrator		CHULA VISTA	Development Services Department Housing Division
ESG Administrator		CHULA VISTA	Development Services Department Housing Division

Table 1 – Responsible Agencies

Narrative (optional)

As shown in Table 1, the City of Chula Vista has established the Development Services Department- Housing Division (DSD-Housing) as the primary entity responsible for administering the City’s HUD federal grant programs (CDBG, HOME, ESG). DSD-Housing coordinates the planning process, works closely with agencies and nonprofit organizations on both planning and implementation, manages the CDBG, HOME and ESG programs and resources to assure that HUD requirements are met, evaluates project progress and reports on performance to the City Council and HUD. A wide range of local housing and services providers partner with the City to carry out activities identified in the Annual Action Plan and the Public Housing and Section 8 Housing Choice Voucher Program Contact is below:

Public Housing and Section 8 (Housing Choice Voucher) Information

County of San Diego
Housing Authority of the County of San Diego
3989 Ruffin Road
San Diego, CA 92123
(858) 694-4801 or toll free at (877) 478-LIST

Consolidated Plan Public Contact Information

The primary contact for CDBG, HOME and ESG programs and the Consolidated Planning process is: Angelica Davis, Senior Management Analyst;
(619) 691-5036; adavis@chulavistaca.gov

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

1. Introduction

The City of Chula Vista consulted with key City departments in the development of the FY 2022-2023 One-Year Action Plan including: Building; Planning; Code Enforcement; Community Services; and Public Works. Information was also collected from other public and quasi-public agencies, during the Consolidated Plan Process which included the Housing Authority and several local Public Service Agencies. Copies of the draft One-Year Action Plan were available during the 30-day public review of the One-Year Action Plan.

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

In preparing the FY 2022-2023 One-Year Action Plan, the City incorporated the information contained in the Consolidated Plan needs assessment. This included a wide range of service providers who were contacted to compile information on community needs. Agencies representing persons with HIV/AIDS, homeless persons, low-income youth, persons with disabilities, elderly persons, and persons with alcohol/substance abuse problems were contacted. Specifically, consultation efforts included contacting the following agencies:

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

A Continuum of Care (CoC) is an integrated system of care that guides and tracks homeless individuals and families through a comprehensive array of housing and services designed to prevent and end homelessness. A CoC must have community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. That plan should include action steps to end homelessness and prevent a return to homelessness. HUD identifies four necessary parts of a continuum:

1. Outreach, intake, and assessment
2. Emergency shelter
3. Transitional housing with supportive services
4. Permanent & permanent supportive housing with services if needed

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

As stated above, the City coordinates with the San Diego Regional Continuum of Care Council and other public and private organizations within the Continuum of Care that serve Chula Vista. Staff from various departments will continue to work together with the COC to develop performance standards that provide a measure to evaluate each ESG subrecipients effectiveness, such as how well the service provider succeeded at 1) targeting those who need the assistance most; 2) reducing the number of people living on the streets or emergency shelters; 3) shortening the time people spend homeless; and 4) reducing each program participant housing barriers or housing stability risks. These performance standards will be incorporated into the City Subrecipient Agreements, and to the extent possible, will be tracked and measured in HMIS.

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Chula Vista
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This department was consulted to provide housing information, provide public services information, and general community and economic development information.
2	Agency/Group/Organization	CSA San Diego County
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide fair housing information.

3	Agency/Group/Organization	Chula Vista Community Collaborative Family Resource Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information pertaining to public service needs.
4	Agency/Group/Organization	Family Health Centers of San Diego
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information pertaining to public service needs.
5	Agency/Group/Organization	San Diego Food Bank
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information pertaining to public service needs.
6	Agency/Group/Organization	Meals on Wheels
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information on senior hunger.
7	Agency/Group/Organization	Alpha Project for the Homeless, Inc
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information on homelessness.
8	Agency/Group/Organization	South Bay Community Services
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information on various public service needs.
9	Agency/Group/Organization	Voices For Children
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information on homeless youth needs.
10	Agency/Group/Organization	Mcalister Institute for Training And Education
	Agency/Group/Organization Type	Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information on employment for the homeless.
11	Agency/Group/Organization	Interfaith Shelter Network of San Diego
	Agency/Group/Organization Type	Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information on homelessness.
12	Agency/Group/Organization	Women Initiating Success Envisioned Inc. (WISE)
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted to provide information on helping women transition out of the justice system.

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

During the preparation of this FY 2022-2023 Annual Action Plan, the City consulted with all agencies that could provide valuable input to the development of the Plan. The City further coordinated with each agency that applied for CDBG/HOME/ESG funds in an effort to determine need and develop annual goals and objectives relative to both of these City planning documents. Time and financial resources limit the ability to consult with all possible agencies serving residents, though a focused effort is made each year to expand on these efforts.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of San Diego	This agency was consulted for statistics pertaining to homelessness within the County and City.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

See discussion above.

AP-12 Participation – 91.105, 91.200(c)

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

Citizen participation is one of the most important components of the Consolidated Plan process. The City of Chula Vista initiated the following process for the FY 2022-2023 Annual Action Plan:

- The City held a public meeting for the Housing Advisory Commission regarding the Consolidated Plan Needs Assessment on January 31, 2022.
- On February 4, 2022, the City published a Notice of Funding Availability (NoFA) for the FY 2022-2023 CDBG program in the Newspaper. This notice was also posted on the City website and emailed to local and regional public-service providers; including providers that received CDBG funding during the current fiscal year.
- Notice of Funding Availability was also posted on the city's social media pages. The City of Chula Vista utilized a web-based application for the FY 2022-2023 funding cycle through SMAApply
- February 7, 2022 the City held an Application Virtual Technical Workshop via Zoom
- February 15, 2022 City Council held a Public Hearing to review funding recommendations
- March 7 - March 11, 2022 was the NOFA Application Review Period
- April 1, 2022 the City published a notice regarding the Action Plan 30-Day Public Review Period and April 12th public Hearing
- April 8- May 8, 2022 was the first Draft FY 2022-2023 Annual Action Plan 30-Day Public Review Period
- April 12, 2022 City Council held a Public Hearing to review funding recommendations
- June 3, 2022 the City published a notice regarding the second Action Plan 30-Day Public Review Period
- June 3- July 4, 2022 second Annual Action 30-day public review period

Jul Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	The City held a public meeting for the Housing Advisory Commission regarding the Consolidated Plan Needs Assessment on January 31, 2022.	There were no comments received.	There were no comments received that were not accepted.	

2	Newspaper Ad	Non-targeted/broad community	<p>On February 4, 2022, the City published a Notice of Funding Availability (NoFA) for the FY 2022-2023 CDBG program in the Newspaper. This notice was also posted on the City website and emailed to local and regional public-service providers; including providers that received CDBG funding during the current fiscal year. Notice of Funding Availability was also posted on the social media pages. The City of Chula Vista utilized a web-based application for the FY 2022-2023 funding cycle through SMaply. March 7-11, 2022 was the</p>	There were no comments received.	There were no comments received that were not accepted.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			application review period.			
3	Public Meeting	Non-targeted/broad community	February 7, 2022 the City held an Application Virtual Technical Workshop on Zoom.	There were no comments received.	There were no comments received that were not accepted.	
4	Public Hearing	Non-targeted/broad community	February 15, 2022 City Council held a Public Hearing to review funding recommendations.	There were no comments received.	There were no comments received that were not accepted.	
5	Newspaper Ad	Non-targeted/broad community	April 1, 2022 the City published a notice regarding the Action Plan 30-Day Public Review Period and April 12th public Hearing	There were no comments received.	There were no comments received that were not accepted.	
6	30-day Public Review	Non-targeted/broad community	April 8- May 8, 2022 was the first Draft FY 2022-2023 Annual Action Plan 30-Day Public Review Period	There were no comments received.	There were no comments received that were not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Non-targeted/broad community	April 12, 2022 City Council held a Public Hearing to review funding recommendations	There were no comments received.	There were no comments received that were not accepted.	
8	Newspaper Ad	Non-targeted/broad community	June 3, 2022 the City published a notice regarding the second Action Plan 30-Day Public Review Period	There were no comments received.	There were no comments received that were not accepted.	
9	30-day Public Review	Non-targeted/broad community	June 3- July 4, 2022 second Annual Action 30-day public review period	There were no comments received.	There were no comments received.	
10	Public Hearing	Non-targeted/broad community	July 12, 2022 Final Action Plan Approval City Council Public Hearing	There were no comments received.	There were no comments received.	

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

The City of Chula Vista is a CDBG, HOME, and ESG Entitlement jurisdiction and anticipates receiving \$2,297,295 in CDBG funds, \$909,552 in HOME funds, and \$199,926 in ESG funds from the US Department of Housing and Urban Development (HUD) during FY 2022-23. The City anticipates receiving similar amounts of HUD funds annually during the five- year period beginning July 1, 2021 and ending June 30, 2025, resulting in approximately \$12,000,000 of CDBG funds, \$5,000,000 of HOME funds, and \$1,000,000 of ESG funds during the Consolidated Planning period. Program income is generated from loan payoffs and is difficult to estimate; however, based on historical amounts receipted each year, the City anticipates approximately \$100,000 annually for a total of approximately \$500,000 of additional resources during the Consolidated Plan period. For FY 2022-23, the city will also continue to administer the one-time allocations of CARES Act funding to address the COVID 19 Coronavirus Pandemic in the amount of \$3,483,637 of CDBG-CV (rounds 1 and 3) and \$4,953,937 of ESG-CV (rounds 1 and 2). Program income received from the repayment of rehabilitation loans (CDBG and HOME), First-Time Homebuyer loans, and residual receipt payments will be automatically re-programmed for loan activities in those same or similar programs from which the funds were originally provided to the greatest extent possible. If additional program income funds are received that are not automatically reprogrammed, specific projects will be identified during the mid-year

re-allocation process or Annual Action Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,297,295	0	0	2,297,295	0	CDBG funds will be used to create a suitable living environment, decent housing, and economic development opportunities for low- and moderate-income residents.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	909,552	0	0	909,552	0	HOME funds will be used to create affordable housing opportunities for low- and moderate-income residents.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	199,926	0	0	199,926	0	ESG funds will be used to address homelessness in the City.
Other	public - federal	Other	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

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

The City of Chula Vista has successfully leveraged funds from federal, state, local and private resources to complete several Capital Improvement Projects (CIP) and affordable housing developments in the City's low- income communities. The most recent CIP project with leveraged funds is the Third Avenue Streetscape Project. The most recent affordable housing development with leveraged funds, Lofts on Landis, completed in January 2016. This development used LIHTC, private financing to construct 33 affordable units. In addition, the leveraged funding from private and non-federal public sources are as follows:

Federal Resources: Continuum of Care (CoC) Program, HUD Veterans Affairs supportive Housing (HUD-VASH), Supportive Housing for the Elderly (Section 202), Supportive Housing for Persons with Disabilities (Section 811), Housing Opportunities for Persons with AIDS (HOPWA), Youthbuild, Federal Low-Income Housing Tax Credit Program

State Resources: State Low-Income Housing Tax Credit Program, Building Equity and Growth in Neighborhoods Program (BEGIN), CalHome Program, Multifamily Housing Program (MHP), Housing Related Parks Grant, CalHFA Single and Multi-Family Program, Mental Health Service Act (MHSA) Funding

Local Resources: Housing Authority of the County of San Diego, Southern California Home Financing Authority (SCHFA) Funding

Private Resources: Federal Home Loan Bank Affordable Housing Program (AHP), Community Reinvestment Act Programs, United Way Funding, Private Contributions

Matching Requirements

HOME: HUD requires HOME recipients to match 25 percent of their HOME annual allocation. In accordance with 24 CFR 92.222.

ESG: The City must ensure that ESG funds are matched "dollar for dollar" in accordance with HUD regulations. Matching contributions may be obtained from any source, including Federal source other than ESG program, as well as state, local, and private sources. Additionally, under the ESG program, the recipient may require its subrecipients to make matching contributions consistent with this section to help meet the recipient's matching requirement.

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

There is relatively little availability of publicly owned land or property located within the jurisdiction that can be used to address the needs identified in the plan.

Discussion

See discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2020	2024	Affordable Housing	City-Wide	Priority 1: Affordable Housing	HOME: \$909,552	Homeowner Housing Added: 10 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 20 Households Assisted
2	Capital Improvement Infrastructure and Facilities	2020	2024	Non-Housing Community Development	CDBG Low/Mod Area Census Tracts	Priority 2: Infrastructure and Facilities	CDBG: \$1,493,242	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 11130 Persons Assisted Other: 2 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Public Services	2020	2024	Non-Homeless Special Needs	City-Wide	Priority 3: Public Services	CDBG: \$344,594	Public service activities other than Low/Moderate Income Housing Benefit: 2337 Persons Assisted
4	Economic Development	2020	2024	Non-Housing Community Development	City-Wide	Priority 4: Economic Development	CDBG: \$0	Other: 1 Other
5	Administration and Planning/Fair Housing	2020	2024	Planning and Administration/Fair Housing	City-Wide	Priority 5: Administration and Planning	CDBG: \$459,459 HOME: \$90,995 ESG: \$14,994	Other: 1 Other
6	Address Homelessness	2020	2024	Homeless	City-Wide	Priority 6: Address Homelessness	ESG: \$199,996	Homelessness Prevention: 160 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	HOME funds will be used to promote, preserve, and assist in the development of affordable housing for low- and moderate- income residents, special needs groups, those at-risk of homelessness, and disproportionately impacted residents.
2	Goal Name	Capital Improvement Infrastructure and Facilities
	Goal Description	CDBG funds will be used to improve and expand infrastructure and facilities that benefit primarily residential low- and moderate-income neighborhoods.
3	Goal Name	Public Services
	Goal Description	CDBG funds will be used to provide and improve access to public services for low- and moderate-income persons and those with special needs. Public Services will be funded based on applications received for a variety of services, including, but not limited to: Senior Services, Disabled Services, Youth Services, General Public Services, Homeless Facilities/Supportive Services, Victims of Domestic Violence Services, Abused and Neglected Children, Foster Youth, Illiterate Adults, and other special needs.
4	Goal Name	Economic Development
	Goal Description	Funds will be leveraged to provide for the economic development needs of low- and moderate-income persons and neighborhood target areas.
5	Goal Name	Administration and Planning/Fair Housing
	Goal Description	Funds will be used to provide for administration and planning activities to develop housing and community development strategies and programs needed to carry out actions that address identified needs in the Consolidated Plan in accordance with HUD regulations and provide Fair Housing services for all residents.

6	Goal Name	Address Homelessness
	Goal Description	Funds will be used to provide for programs to address the needs of the homeless population.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City's planned actions include grant administration; providing fair housing services; ensuring the quality of the housing stock through code enforcement and housing rehabilitation; installing new streetlights, ADA ramps, and park renovation; providing public services to seniors (including frail elderly), the disabled, and other non-homeless populations. Projects funded in FY 2022-2023 are listed below.

Projects

#	Project Name
1	CDBG Planning and Administration
2	CSA San Diego Fair Housing and Landlord/Tenant
3	CDBG PS - Alpha Project for the Homeless Take Back the Streets
4	CDBG PS - CV Elementary School District Family Resource Center
5	CDBG PS - Norman Park Senior Center
6	CDBG PS - Therapeutic Recreation for Adults with Severe Disabilities
7	CDBG - PS FHC Mobile Medical Unit
8	CDBG PS - FB Food 4 Kids Backpack Program
9	CDBG PS - Meals on Wheels for Seniors
10	CDBG PS - SBCS Family Violence Support Services
11	CDBG PS - SBCS Homeless Services Program
12	CDBG PS - South Bay Food Program
13	CDBG PS - Voices For Children CASA Program
14	CDBG PS - Women Initiating Success Envisioned Inc. (WISE)
15	CDBG PS - McCalister Institute Work for Hope
16	CDBG CIPs and CD -Reintara Park ADA Accessibility Improvements
17	CDBG CIPs and CD - Lauderbach
18	CDBG CIPs and CD - Section 108 Payment
19	CDBG CIPs and CD - D Street CIP
20	ESG22 Activities
21	HOME22 - Planning and Administration
22	HOME22 - Tenant Based Rental Assistance
23	HOME22 - Production of Affordable Housing

Table 7 - Project Information

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

needs

For FY 2022-2023, CDBG funds have been allocated to projects that contribute to achieving the priority needs and goals established by the 5-Year Strategic Plan. The projects are consistent with the citizen input received during the development of the Consolidated Plan.

One of the greatest challenges in meeting the underserved needs of low- and moderate-income persons is having limited financial resources. The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the elderly and frail elderly and persons belonging to protected classes that have been the victims of housing discrimination.

The City also proactively seeks additional resources to better meet the underserved needs.

The City has a detailed list of approved Capital Improvement Projects that demonstrate a general public need but, due to the loss of redevelopment, funding is scarce. Federal funds are used to serve the target community, meet the established goals for these funds, and to serve the greatest number of members of the community. The City will use its existing HOME Investment Partnership funds to provide First Time Homebuyer assistance, Acquisition and Rehabilitation of existing housing stock for affordable housing, preservation of affordable housing, and new construction of affordable housing.

For public services, the City utilizes CDBG funds. CDBG regulations, limit the amount the City can spend on public services and is capped at 15% of the City's annual entitlement . The City provides funding to non-profit organizations that demonstrate an ability to provide needed services that directly benefit the residents of the Chula Vista. The use of the City of Chula Vista CDBG funds for public services enables non-profit organization and City Departments to leverage these funds with other funding sources for projects and activities that serve the greatest number of residents with the limited amount of funding.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Planning and Administration
	Target Area	City-Wide
	Goals Supported	Administration and Planning/Fair Housing
	Needs Addressed	Priority 5: Administration and Planning
	Funding	CDBG: \$399,459
	Description	Funds will be used to administer the City's Community Development Block Grant (CDBG) program and provide fair housing services.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The CDBG Program is administered from City Hall located at 276 Fourth Ave. Chula Vista, CA 91910.
2	Planned Activities	<div>Funds will be used for the staff costs associated with the management and administration of Chula Vista's CDBG program. This includes preparation of the required planning documents, regulatory compliance, contract oversight of the partnering agencies, environmental reviews, and fiscal management</div>
	Project Name	CSA San Diego Fair Housing and Landlord/Tenant
	Target Area	City-Wide
	Goals Supported	Administration and Planning/Fair Housing
	Needs Addressed	Priority 5: Administration and Planning
	Funding	CDBG: \$60,000
	Description	The City will contract with CSA San Diego to provide fair housing discrimination complaint intake, enforcement, outreach, and education activities.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 200 people
	Location Description	Fair Housing Services are administered by CSA located at 327 Van Houten Ave, El Cajon, CA 92020.
	Planned Activities	The City will contract with CSA San Diego to provide fair housing discrimination complaint intake, enforcement, outreach, and education activities.
3	Project Name	CDBG PS - Alpha Project for the Homeless Take Back the Streets
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	HOME: \$19,594
	Description	Take Back the Streets provides individuals experiencing homelessness with immediate transitional employment and training while providing the community with vital cost-saving services through the removal of trash and debris in coordination with the City of Chula Vista Parks and Recreation Department on public streets and spaces, including parks.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 27 people.
	Location Description	This Program is administered from City Hall located at 276 Fourth Ave. Chula Vista, CA 91910.
	Planned Activities	Take Back the Streets provides individuals experiencing homelessness with immediate transitional employment and training while providing the community with vital cost-saving services through the removal of trash and debris in coordination with the City of Chula Vista Parks and Recreation Department on public streets and spaces, including parks.
4	Project Name	CDBG PS - CV Elementary School District Family Resource Center
	Target Area	City-Wide

	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$25,000
	Description	The Chula Vista Community Collaborative, through their five Family Resource Centers, on school campuses, will assist families with emergency food and/or grocery store gift cards, and assist with CalFresh applications, recertification and SR7 reports; provide clothing, uniforms, or ancillary services such as transportation assistance, diapers, blankets, and formula; and provide housing navigation or application assistance.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 100 people.
	Location Description	This Program is administered from City Hall located at 276 Fourth Ave. Chula Vista, CA 91910.
	Planned Activities	The Chula Vista Community Collaborative, through their five Family Resource Centers, on school campuses, will assist families with emergency food and/or grocery store gift cards, and assist with CalFresh applications, recertification and SR7 reports; provide clothing, uniforms, or ancillary services such as transportation assistance, diapers, blankets, and formula; and provide housing navigation or application assistance.
5	Project Name	CDBG PS - Norman Park Senior Center
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$30,000

	Description	Grant funds will focus on the wellbeing of our elderly by providing a number of opportunities for fun, educational, health and fitness, socialization, skill building, and activities that will increase the quality of life for the elderly residents. The public services being offered to the elderly will include educational workshops, creative enrichment activities, free or low costs fitness classes, social and brain enriching activities, support groups, and civic engagement through volunteerism.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 300 people
	Location Description	Services are available citywide, and the program is administered by the Parks and Recreation Department located at 270 F Street Chula Vista, CA 91910.
	Planned Activities	Grant funds will focus on the wellbeing of our elderly by providing a number of opportunities for fun, educational, health and fitness, socialization, skill building, and activities that will increase the quality of life for the elderly residents. The public services being offered to the elderly will include educational workshops, creative enrichment activities, free or low costs fitness classes, social and brain enriching activities, support groups, and civic engagement through volunteerism.
6	Project Name	CDBG PS - Therapeutic Recreation for Adults with Severe Disabilities
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$20,000
	Description	CDBG funds will be used for the direct service delivery of recreational programs, camps, classes and special events to presumed benefit adults ages 18+ with severe disabilities. These Therapeutic Recreation programs will be held at City recreation and aquatic facilities throughout the City of Chula Vista. The program sites will operate year-round to accommodate all levels and interests of adults with severe disabilities.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 50 people.
	Location Description	Services are available citywide, and the program is administered by the Parks and Recreation Department located at 270 F Street Chula Vista, CA 91910.
	Planned Activities	CDBG funds will be used for the direct service delivery of recreational programs, camps, classes and special events to presumed benefit adults ages 18+ with severe disabilities. These Therapeutic Recreation programs will be held at City recreation and aquatic facilities throughout the City of Chula Vista. The program sites will operate year-round to accommodate all levels and interests of adults with severe disabilities.
7	Project Name	CDBG - PS FHC Mobile Medical Unit
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$30,000
	Description	The MMU is a licensed medical clinic that provides high-quality primary healthcare to persons with low and moderate income, including homeless individuals and families in San Diego's most impoverished neighborhoods. In order to reach our most underserved communities, the MMUs are stationed near various social service agencies, substance abuse rehabilitation facilities, public housing complexes, elementary schools, community centers, and homeless shelters. By bringing healthcare services to convenient neighborhood sites, the MMU program eliminates significant barriers for patients who lack transportation, are uninsured, have mental health issues, or do not have another medical site in their immediate area. The MMUs provide well-checkups, preventative care, immunizations, illness management, health screenings to other services, and insurance assistance.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 308 people.
	Location Description	Services are available citywide, and the program is administered by Family Health Centers of San Diego located at 823 Gateway Center Way, San Diego, CA 92102.
	Planned Activities	The MMU is a licensed medical clinic that provides high-quality primary healthcare to persons with low and moderate income, including homeless individuals and families in San Diego's most impoverished neighborhoods. In order to reach our most underserved communities, the MMUs are stationed near various social service agencies, substance abuse rehabilitation facilities, public housing complexes, elementary schools, community centers, and homeless shelters. By bringing healthcare services to convenient neighborhood sites, the MMU program eliminates significant barriers for patients who lack transportation, are uninsured, have mental health issues, or do not have another medical site in their immediate area. The MMUs provide well-checkups, preventative care, immunizations, illness management, health screenings to other services, and insurance assistance.
8	Project Name	CDBG PS - FB Food 4 Kids Backpack Program
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$15,000
	Description	The Food 4 Kids Backpack Program provides food to elementary school children who receive free/reduced-price school meals during the week but risk hunger during the weekends when school meals are unavailable.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 75 people.

	Location Description	Services are available citywide, and the program is administered by the San Diego Food Bank located at 9850 Distribution Ave, San Diego, CA 92121.
	Planned Activities	The Food 4 Kids Backpack Program provides food to elementary school children who receive free/reduced-price school meals during the week but risk hunger during the weekends when school meals are unavailable.
9	Project Name	CDBG PS - Meals on Wheels for Seniors
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$25,000
	Description	This project is for MOWSDC to serve unduplicated seniors in the City of Chula Vista with up to two nutritious meals a day accompanied by safety checks and daily in-home social visits, including care navigator support and follow-up care. MOWSDC provides personally delivered meals to seniors in San Diego County daily on weekdays and Saturdays (Sunday meals delivered with Saturday meals), including holidays.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 337 people.
	Location Description	This program is administered by Meals on Wheels located at 270 F St, Chula Vista, CA 91910.
	Planned Activities	This project is for MOWSDC to serve unduplicated seniors in the City of Chula Vista with up to two nutritious meals a day accompanied by safety checks and daily in-home social visits, including care navigator support and follow-up care. MOWSDC provides personally delivered meals to seniors in San Diego County daily on weekdays and Saturdays (Sunday meals delivered with Saturday meals), including holidays.
10	Project Name	CDBG PS - SBCS Family Violence Support Services
	Target Area	City-Wide
	Goals Supported	Public Services

	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$39,000
	Description	The Family Violence Treatment Program includes the following services and activities: Therapeutic counseling and crisis intervention services to adult and children victims of family violence which include the following activities: -DVRT for emergency responses, 24 hr. hotline assistance for DV victims, and 24 hr. access to emergency shelter; Strengths-based Assessments and Safety Planning for DV victims and their children; Individual counseling and group/family counseling; Unique therapeutic pre-school, Mi Escuelita, for child victims of family violence; and On-going case management and support for victims. All clients also have access to any of SBCSA's other programs including emergency and transitional housing, financial self-sufficiency services, and/or job development.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 389 people.
	Location Description	This program is administered by South Bay Community Services located at 192 Landis Ave, Chula Vista, CA 91910.
	Planned Activities	The Family Violence Treatment Program includes the following services and activities: Therapeutic counseling and crisis intervention services to adult and children victims of family violence which include the following activities: -DVRT for emergency responses, 24 hr. hotline assistance for DV victims, and 24 hr. access to emergency shelter; - Strengths-based Assessments and Safety Planning for DV victims and their children; - Individual counseling and group/family counseling; - Unique therapeutic pre-school, Mi Escuelita, for child victims of family violence; and On-going case management and support for victims. All clients also have access to any of SBCSA's other programs including emergency and transitional housing, financial self-sufficiency services, and/or job development.
11	Project Name	CDBG PS - SBCS Homeless Services Program
	Target Area	City-Wide
	Goals Supported	Public Services

	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$40,000
	Description	The Homeless Services Program combines outreach, assessment and housing placement through emergency shelter, hotel/motel vouchers during inclement weather, transitional housing, and rapid rehousing/tenant-based rental assistance. Through the expansion of these services, SBCS will be able to outreach, screen and assess more individuals/families, leading to greater rate of placement, and less time spent on the streets.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 40 people.
	Location Description	This program is administered by South Bay Community Services located at 192 Landis Ave, Chula Vista, CA 91910.
	Planned Activities	The Homeless Services Program combines outreach, assessment and housing placement through emergency shelter, hotel/motel vouchers during inclement weather, transitional housing, and rapid rehousing/tenant-based rental assistance. Through the expansion of these services, SBCS will be able to outreach, screen and assess more individuals/families, leading to greater rate of placement, and less time spent on the streets.
12	Project Name	CDBG PS - South Bay Food Program
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$11,000
	Description	The South Bay Food Program is the largest in Chula Vista, and currently coordinates a number of food distribution efforts: Food for Families, provides over 10,000 pounds of food/household items to homeless and low-income individuals and families each month. Staff and volunteers break down pallets of food and create 30-40 pound packages which include dry food, fresh produce, and non-food items like cleaning supplies, diapers and other household items.

	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 low- and moderate-income youth will benefit.
	Location Description	This program is administered by South Bay Community Services located at 192 Landis Ave, Chula Vista, CA 91910.
	Planned Activities	The South Bay Food Program is the largest in Chula Vista, and currently coordinates a number of food distribution efforts: Food for Families, provides over 10,000 pounds of food/household items to homeless and low-income individuals and families each month. Staff and volunteers break down pallets of food and create 30-40 pound packages which include dry food, fresh produce, and non-food items like cleaning supplies, diapers and other household items.
13	Project Name	CDBG PS - Voices For Children CASA Program
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$15,000
	Description	Voices for Children CASA Program will assess the case of each foster child and provide advocacy services to approximately 376 children with the most urgent needs.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 376 low- and moderate-income youth will benefit.
	Location Description	This program is administered by Voices for Children located at 2851 Meadow Lark Dr, San Diego, CA 92123.
	Planned Activities	Voices for Children CASA Program will assess the case of each foster child and provide advocacy services to approximately 376 children with the most urgent needs.
	Project Name	CDBG PS - Women Initiating Success Envisioned Inc. (WISE)

14	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$15,000
	Description	Women Initiating Success Envisioned Inc. along with Advance Reentry Initiative, will provide support for women transition out of the justice system focusing on four different areas: education, employment, psycho-social development, and Financial Literacy. WISE's goal is to improve and alter behavioral methods to prepare these women for a safe and stabilized transition of reentry into their communities.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 60 low- and moderate-income people will benefit
	Location Description	This program is administered by Women Initiating Success Envisioned Inc. located at 1448 S. 40th St. San Diego, CA 92113.
	Planned Activities	Women Initiating Success Envisioned Inc. along with Advance Reentry Initiative, will provide support for women transition out of the justice system focusing on four different areas: education, employment, psycho-social development, and Financial Literacy. WISE's goal is to improve and alter behavioral methods to prepare these women for a safe and stabilized transition of reentry into their communities.
15	Project Name	CDBG PS - McCalister Institute Work for Hope
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Priority 3: Public Services
	Funding	CDBG: \$60,000

	Description	The Work for Hope (WFH) program operates as a partnership between McAlister Institute and Chula Vista Police Department's (CVPD) Homeless Outreach Team (HOT) and Chula Vista Public Works Department (CVPWD). The program design leverages existing resources and fills gaps in self-sufficiency, as it facilitates long-term recovery by offering homeless individuals in Chula Vista a means for gaining paid work experience and an overall sense of dignity and pride. Its collaborative service delivery works as follows: CVPD HOT works with McAlister's Homeless Outreach Workers (HOWs) to identify and engage individuals who are homeless.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 10 low- and moderate-income people will benefit.
	Location Description	This program operates as a partnership between McAlister Institute and Chula Vista Police Department's (CVPD) Homeless Outreach Team (HOT) and Chula Vista Public Works Department (CVPWD) located at 1180 3rd Ave Ste C3, Chula Vista, CA 91911, 315 4th Ave, Chula Vista, CA 91910, and 1800 Maxwell Rd, Chula Vista, CA 91911 respectively.
	Planned Activities	McAlister Institute- The Work for Hope (WFH) program operates as a partnership between McAlister Institute and Chula Vista Police Department's (CVPD) Homeless Outreach Team (HOT) and Chula Vista Public Works Department (CVPWD). The program design leverages existing resources and fills gaps in self-sufficiency, as it facilitates long-term recovery by offering homeless individuals in Chula Vista a means for gaining paid work experience and an overall sense of dignity and pride. Its collaborative service delivery works as follows: CVPD HOT works with McAlister's Homeless Outreach Workers (HOWs) to identify and engage individuals who are homeless.
16	Project Name	CDBG CIPs and CD -Reintara Park ADA Accessibility Improvements
	Target Area	CDBG Low/Mod Area Census Tracts
	Goals Supported	Capital Improvement Infrastructure and Facilities
	Needs Addressed	Priority 2: Infrastructure and Facilities
	Funding	CDBG: \$344,028

	Description	This project will provide for ADA access to all fields by providing accessible pathways to and between each field, including redesigning the lower portion of the park to eliminate 2 unused fields and rebuild the remaining 2 fields with ADA access creating a total of 6 accessible fields and new paved access to E. Orange Avenue. The parking lot will be resurfaced/restriped and include accessible routes to the field locations and converting an asphalt drainage inlet to a planted bioretention basin.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 404 disabled persons will benefit living in the targeted Census Tract 13307.
	Location Description	This program is administered by the Public Works Department located at 1800 Maxwell Rd, Chula Vista, CA 91911.
	Planned Activities	This project will provide for ADA access to all fields by providing accessible pathways to and between each field, including redesigning the lower portion of the park to eliminate 2 unused fields and rebuild the remaining 2 fields with ADA access creating a total of 6 accessible fields and new paved access to E. Orange Avenue. The parking lot will be resurfaced/restriped and include accessible routes to the field locations and converting an asphalt drainage inlet to a planted bioretention basin.
17	Project Name	CDBG CIPs and CD - Lauderbach
	Target Area	CDBG Low/Mod Area Census Tracts
	Goals Supported	Capital Improvement Infrastructure and Facilities
	Needs Addressed	Priority 2: Infrastructure and Facilities
	Funding	CDBG: \$392,000
	Description	The Lauderbach Capital Improvement Project will add a commercial kitchen to the Community Center to be utilized in conjunction with SBCS' food and nutrition programs to educate the community on healthy eating and active living. The kitchen will also be available for use as a way for community members to begin their own businesses (making and selling food items for income) as a way to increase their self-sufficiency. In addition to the kitchen, SBCS will increase the security of the building.

	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 50,000 low- and moderate-income people will benefit living in the targeted Census Tracts.
	Location Description	This program is administered by the Public Works Department located at 1800 Maxwell Rd, Chula Vista, CA 91911.
	Planned Activities	The Lauderbach Capital Improvement Project will add a commercial kitchen to the Community Center to be utilized in conjunction with SBCS' food and nutrition programs to educate the community on healthy eating and active living. The kitchen will also be available for use as a way for community members to begin their own businesses (making and selling food items for income) as a way to increase their self-sufficiency. In addition to the kitchen, SBCS will increase the security of the building.
18	Project Name	CDBG CIPs and CD - Section 108 Payment
	Target Area	City-Wide
	Goals Supported	Capital Improvement Infrastructure and Facilities
	Needs Addressed	Priority 2: Infrastructure and Facilities
	Funding	CDBG: \$657,214
	Description	Funding will be used for the debt service payment on the 2008 Section 108 loan.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	This Program is administered by the Housing Division located at 276 Fourth Ave. Chula Vista, CA 91910.
	Planned Activities	Funding will be used for the debt service payment on the 2008 Section 108 loan.
19	Project Name	CDBG CIPs and CD - D Street CIP
	Target Area	CDBG Low/Mod Area Census Tracts

	Goals Supported	Capital Improvement Infrastructure and Facilities
	Needs Addressed	Priority 2: Infrastructure and Facilities
	Funding	CDBG: \$100,000
	Description	Project will provide missing pedestrian pathway and street improvements along the north side of the street along the entire frontage of a mobile home park. This gap in street improvements will provide the only continuous A.D.A. accessible pedestrian pathway on this transit corridor block between Broadway and Industrial Blvd.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 666 disabled people will benefit living in the targeted Census Tracts 124.01 and 124.02.
	Location Description	This program is administered by the Public Works Department located at 1800 Maxwell Rd, Chula Vista, CA 91911.
	Planned Activities	Project will provide missing pedestrian pathway and street improvements along the north side of the street along the entire frontage of a mobile home park. This gap in street improvements will provide the only continuous A.D.A. accessible pedestrian pathway on this transit corridor block between Broadway and Industrial Blvd.
20	Project Name	ESG22 Activities
	Target Area	City-Wide
	Goals Supported	Address Homelessness
	Needs Addressed	Priority 6: Address Homelessness
	Funding	ESG: \$1,404,816
	Description	Activities under this project will be ESG funded and will be used to provide services to homeless/at-risk of homeless persons. The allowable caps were considered when allocating funds to eligible activities. Activity allocations will be as follows:Administration \$15,000Rotational Shelter \$15,000E. Shelter Casa Nueva Vida \$70,155Homeless Prevention \$100,000CIP Shelter Rehab \$1,204,890
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 160 homeless persons will benefit.
	Location Description	This program is administered by the Housing Division located at City Hall 276 Fourth Ave. Chula Vista, CA 91910.
	Planned Activities	Activities under this project will be ESG funded and will be used to provide services to homeless/at-risk of homeless persons. The allowable caps were considered when allocating funds to eligible activities. Activity allocations will be as follows: Administration \$14,994 Rotational Shelter \$15,000 E. Shelter Casa Nueva Vida \$69,932 Homeless Prevention \$100,000 CIP Shelter Rehab \$1,204,890
21	Project Name	HOME22 - Planning and Administration
	Target Area	City-Wide
	Goals Supported	Administration and Planning/Fair Housing
	Needs Addressed	Priority 5: Administration and Planning
	Funding	HOME: \$90,995
	Description	Funding will be used in the planning and administration of the HOME program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	This program is administered by the Housing Division located at City Hall 276 Fourth Ave. Chula Vista, CA 91910.
	Planned Activities	Funding will be used in the planning and administration of the HOME program.
22	Project Name	HOME22 - Tenant Based Rental Assistance
	Target Area	City-Wide

	Goals Supported	Affordable Housing
	Needs Addressed	Priority 1: Affordable Housing
	Funding	HOME: \$818,597
	Description	Funding will be used to assist income-eligible households with rental assistance.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 45 households will be assisted.
	Location Description	This program is administered by the Housing Division located at City Hall 276 Fourth Ave. Chula Vista, CA 91910.
	Planned Activities	Funding will be used to assist income-eligible households with rental assistance.
23	Project Name	HOME22 - Production of Affordable Housing
	Target Area	City-Wide
	Goals Supported	Affordable Housing
	Needs Addressed	Priority 1: Affordable Housing
	Funding	HOME: \$310,000
	Description	HOME funds will be set-aside for the production of an affordable housing project. The City is currently accepting affordable housing development applications from eligible developers. Once a partner and specific project has been identified and selected, staff will return to Council for approval.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5 Households will benefit.
	Location Description	This Program is administered by the Housing Division located at 276 Fourth Ave. Chula Vista, CA 91910.

	Planned Activities	HOME funds will be set-aside for the production of an affordable housing project. The City is currently accepting affordable housing development applications from eligible developers. Once a partner and specific project has been identified and selected, staff will return to Council for approval.
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AP-50 Geographic Distribution – 91.220(f)

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

Assistance will be primarily directed to low- and moderate-income persons or households citywide, though all public facility and infrastructure improvement project funds will be directed to the low- and moderate-income residential neighborhoods of the City.

Geographic Distribution

Target Area	Percentage of Funds
City-Wide	35
CDBG Low/Mod Area Census Tracts	65

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Geographic distribution of funding is based on the nature of the activity to be funded. The City intends to fund activities in areas most directly impacted by the needs of low- and moderate-income residents and those with other special needs. Approximately 15 percent of the City's CDBG allocation will be provided for public service activities, which are provided to low- and moderate-income residents throughout the community. An additional 20 percent will be allocated to Administration and Planning and CSA. The remaining 65 percent, and any unexpended funds from the prior year will be designated for Public Facilities and Infrastructure Projects administered by the Public Works Department which take place in the primarily residential low- and moderate-income areas. As previously stated, the assignment of priority levels is primarily a result of input from public and private agencies responding to the City's Housing and Community Development Needs Survey, consultation interviews, and statistical data compiled from the Needs Assessment. Only eligible activities that received a High priority level in the Consolidated Plan, will be funded during the next five years.

Discussion

Refer to narratives above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As stated, there are limited opportunities and funding available to provide affordable housing opportunities. The City will attempt to seek new partnerships in the upcoming year. During FY 2022-2023, the City will address affordable housing needs as follows:

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	120
Special-Needs	60
Total	180

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	60
The Production of New Units	100
Rehab of Existing Units	10
Acquisition of Existing Units	10
Total	180

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The Strategic Plan identifies a high priority need to expand the supply of affordable housing and a high priority need to preserve the supply of affordable housing. During the 2022-2023 program year, the City will invest CDBG, HOME, and ESG funds in the preservation of affordable housing units.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Chula Vista does not operate a public housing agency. The Housing Authority of the County of San Diego (HACSD) serves as the City's public housing agency for the four Public Housing projects located in the City of Chula Vista.

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

The City of Chula Vista consults with the Housing Authority of the County of San Diego concerning consideration of the local public housing agency (PHA) needs and planned program activities. The Housing Authority of the County of San Diego (HACSD) operates four conventional public housing developments in Chula Vista, with a total of 121 units. They are all managed by Terrantino Property Management and were recently upgraded to meet ADA and Section 504 compliance. These public housing units include:

1. Dorothy Street Manor- 22 low- income family units
2. Melrose Manor- 24 low- income family units
3. Town Centre Manor- 59 low- income senior/disabled units
4. L Street Manor- 16 low- income family units

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

The City encourages public housing residents to participate in policy, procedure and program implementation and development through its Housing Advisory Committee (HAC). The HAC is an appointed Board representing Chula Vista residents including public housing and elderly residents. The HAC serves as an organized spokesperson to participate and provide feedback on housing issues and housing development projects. Public housing residents are encouraged to participate in homeownership programs.

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

N/A- The PHA is not designated as troubled.

Discussion

See Discussion Above.

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

Introduction

As noted, one of the Con Plan goals calls for "assisting individuals and families to stabilize in permanent housing after experiencing a housing crisis or homelessness, by providing client-appropriate housing and support services." Actions undertaken to achieve this goal include the allocation of ESG and CDBG funds totaling to assist homeless households via the Interfaith Rotational Shelter, Casa Nueva Vida Transitional Shelter, the Hotel/Motel Voucher Program, the Tenant-based Rental Assistance Program and the new Homeless Bridge Shelter.

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

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

In addition to the 1-year goals specified in the AP-20 Homelessness Goal, the City continues to participate as a member in the RTFH and its Coordinated Entry System which has become an umbrella for local efforts. The RTFH built a regional system for coordinated assessment. The RTFH received guidance from HUD Technical Assistance and established the Coordinated Entry System (CES), a region-wide system to assess and place homeless individuals and families in housing, which ensures compliance with the HEARTH Act. CES uses a coordinated assessment tool to determine a homeless person's level and type of need and match the person to an appropriate housing resource.

The city partners with the Alpha Project to work alongside our Homeless Outreach Team. The team is equipped with a PERT clinician, a social worker from the Health and Human Services Agency and other social service organizations to conduct routine outreach efforts throughout the city, particularly along encampments.

Addressing the emergency shelter and transitional housing needs of homeless persons

City is committed to increasing resources to help homeless persons. While many efforts are focused on the USICH Housing First Model, helping homeless individuals and families quickly and easily access and sustain permanent housing, emergency and transitional housing programs are also receiving benefit from these resources too.

The new Bridge Shelters will serve approximately 60 persons daily in providing for not only a safe, and stable shelter environment, but direct connection to housing navigation staff at each shelter, whose main focus is to rapidly rehouse shelter residents into permanent housing or other long-term housing options, depending on their vulnerability assessment, and CES housing resource match opportunities. Shelter residents work with Housing Navigators in a stable environment, while also having access to a multitude

of resources, for assistance with documentation, meeting medical and mental health needs, benefit eligibility, etc.

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

the City subcontracts with local providers to assist families and individuals in short-term housing programs to move to permanent housing via the Rapid Re-Housing intervention. The goals of the program are to help clients to move quickly from homelessness to stably housed. This program provides households with security and utility deposits, and short or medium-term rental assistance. Clients receive case management targeted to housing stability.

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

Aside from the City's Tenant Based Rental Assistance Program, the city utilizes Project One for All (POFA) which is a county initiative that provides full wrap-around services for homeless persons with serious mental illness, including individuals who are exiting from mental health facilities. The County of San Diego partners with Housing Authorities, non-profits, health clinics, and housing developers to provide stability to homeless persons with mental illness.

Discussion

See Discussion Above.

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

Introduction:

Public policies directly and indirectly impact affordable housing development and residential investment; both positively and negatively. Providing for a range of housing types and prices allows residents of all ages and incomes the opportunity to find adequate housing that meets their needs and ability to pay; however, there are often barriers that prevent residents finding decent affordable housing. Barriers to the development of affordable housing occur at all three levels of government, as well as in the private market and within the community. Local government cannot control many factors that tend to restrict housing supply especially those that relate to regional, national, and international economy. However, they do have control over several policies, which are examined in the City's Housing Element.

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

The City of Chula Vista works to remove barriers to affordable housing while still protecting the health and safety of its residents by taking actions to reduce costs or providing off-setting financing incentives to assist in the production of safe, high quality, affordable housing. To mitigate the impacts of these barriers the City may:

- Apply for State and federal funding to gap finance affordable housing production and rehabilitation of existing affordable housing stock.
- Continue to streamline the environmental review process for housing developments, using available state categorical exemptions and federal categorical exclusions, when applicable. Provide training
- opportunities in the area of CEQA and NEPA as needed so staff gains expertise in the preparation of environmental review documents.
- Continue to improve the permit processing and planning approval processes to minimize delay in housing development in general and affordable housing development in particular.
- Continue providing rehabilitation assistance and homeownership assistance, and to assist in the construction and preservation of affordable housing.
- Encourage public participation when a proposed project is being considered for approval.
- Implement policies and strategies identified in the 2021-2029 Housing Element.

The City works to remove barriers to affordable housing by implementing a Housing Element that is consistent with California law and taking actions to reduce costs or provide off-setting incentives to assist in the production of safe, high-quality, affordable housing. The City is committed to removing governmental constraints that hinder the production of housing, as evidenced by the numerous

affordable housing developments that have occurred over the last few years.

To address housing affordability and the lack of monetary resources for affordable housing, the City will invest HOME to promote home ownership opportunities and the preservation of existing affordable housing units over the next five years. Although the City no longer has access to Redevelopment Housing Set-Aside funds, the City will continue to leverage its HOME funds to attract private and other available public resources. New transit- oriented development strategies and the massive investments in the Streets and other areas of community development should also attract investors and developers. This strategy will increase the supply of affordable housing and preserve existing affordable housing in the City. The City will also contract with CSA to address any impediments to Fair Housing Choice.

Discussion:

See Discussion Above.

AP-85 Other Actions – 91.220(k)

Introduction:

HUD requires that cities receiving block grant funds take actions to affirmatively further fair housing choice. Fair housing choice is achieved by ensuring that persons are not denied housing opportunity because of their race, ethnic origin, religion, disability, or familial status (family with children). Cities report on the progress of affirmatively furthering fair house choice by completing an Analysis of Impediments (AI). The AI is a review of the nature and extent of impediments to fair housing choice in the San Diego County and the City of Chula Vista. The last two AIs have been produced in collaboration with the San Diego Regional Alliance for Fair Housing (SDRAFH), formerly known as the Fair Housing Resources Board (FHRB). The SDRAFH is a dedicated group of professionals who work together to ensure that all residents in San Diego County have equal access to housing. It is comprised of members of the fair housing community, local jurisdictions, enforcement agencies and housing providers. This group leverages the region's CDBG funds to produce the AI for the region. The SD RAFH completed an Analysis of Impediments to Fair Housing Choice (AI) for the period of 2010 through 2015. The City of Chula Vista is an active member of the San Diego Regional Alliance for Fair Housing and serves as the member of the Steering Committee. The City of Chula Vista affirmatively furthers fair housing by contracting for the provision of fair housing services and conducting fair housing testing to detect any fair housing violations. The services include education and outreach to residents and housing providers, assistance with submitting fair housing complaints to HUD, legal services, and tenant/landlord mediation

Actions planned to address obstacles to meeting underserved needs

The primary obstacle in meeting the underserved needs is the continued lack of available funding for community development and housing activities, including public services and other programs. Given the federal budget and drastic state budget cuts, local jurisdictions like Chula Vista and the County of San Diego, are being forced to cut social service programs. In Southern California, the continued high cost of living, housing costs for both rental and ownership, and the reduction of funds all combine to create a major obstacle in providing affordable housing that is truly affordable. The City is eager to work more closely with social service providers in order to combine efforts to ensure that the available federal-funds are being used in the most effective way possible. The Chula Vista Community Collaborate continues to hold its City quarterly social service provider meetings in Chula Vista to facilitate networking for solutions to the underserved needs.

Actions planned to foster and maintain affordable housing

The City has two programs to foster and maintain affordable housing; the Balanced Communities Policy and the affordable housing inspection program. The Balanced Communities Policy fosters the development of affordable housing in that it requires all developers of new for-sale housing units to either provide 10% of those units at affordable prices or pay a housing in-lieu fee to the City. The Developers also have the option of building affordable rental housing. The City's inspection program ensures that the

City's 2,000+ units of affordable rental housing are maintained in a clean and safe condition and that the incomes of those families living in the different sections of the City have been verified as meeting the limits required by the funding source that help build the units.

Actions planned to reduce lead-based paint hazards

The City will continue to inform residents applying for loans or grants through its First-Time Homebuyer Program and Rehabilitation program about the hazards of lead-based paint. Code Enforcement and building inspectors will continue to identify lead-based paint hazards as part of their ongoing activities, if the scope of the complaint allows them into the unit, or if it is part of an on-going investigation. CDBG, HOME, and ESG programs require compliance with all of HUD's regulations concerning lead-based paint. All housing programs operated by the City are in compliance with HUD's most recent standards regarding lead-based paint. Specifically:

- The City's First-Time Homebuyer Program, lead abatement disclosure is the responsibility of the seller, and the City will not participate in any homebuyer assistance if the seller refuses to abate known lead hazards. Each homebuyer is required to obtain an independent third-party inspection report.
- The City's Homeowner Rehabilitation Loan Program meets the federal requirements for providing lead-based paint information with each rehabilitation loan and requiring paint testing of disturbed surfaces for lead in all single-family homes constructed before 1978. If a home was found to have lead-based paint, the cost of lead-based paint removal is an eligible activity under the homeowner rehabilitation program. City building inspectors are alerted to any housing units that apply for a permit for construction or remodeling, which may contain lead-based paint and other lead hazards.
- The City of Chula Vista will work closely, if needed, with the County of San Diego's Childhood Lead Poisoning Prevention Program (CLPPP), a division of the San Diego Health and Human Services Agency. The CLPPP provides outreach and education programs and case management services for San Diego County residents, including Chula Vista residents. City's Acquisition Rehabilitation Program and Homeowner Rehabilitation Loan Program guidelines describe the level of abatement that is needed if lead hazards are present.
- Lead Based Paint Requirements Affordable Housing Developers Each Developer of Affordable rental housing must ensure that all housing constructed, redeveloped, rehabilitated, or acquired with HOME and or CDBG funds must comply with applicable provisions of Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, M and R upon completion of the development.

Actions planned to reduce the number of poverty-level families

As previously stated, the City's antipoverty strategy of providing safe, affordable housing will assist in

reducing the number of poverty level families in Chula Vista based on the following. By providing safe, affordable housing for those on a limited income, those families will be able to live in an environment where no more than 30% of their limited income is spent on housing. In addition, Low Income Housing Tax Credit (LIHTC) funding requires affordable housing developments provide programs (e.g. after school, computer labs, budgeting and language classes) to assist residents in excelling in both school and the work environment. These affordable housing developments thus assist families in moving up the economic ladder by providing the tools that add in their success. LIHTC continues to be the most important source for leveraging the City's HOME, and CDBG funds for affordable housing development projects. The City is also researching using CDBG funds for economic development during this Consolidated Plan period and will continue to seek funding opportunities including HUD's Economic Development Partnerships.

Actions planned to develop institutional structure

The City of Chula Vista is a member of two key organizations which rely heavily on public and private coordination in the region to address the needs of the low-income community members. The Chula Vista Community Collaborative is collaboration among partners and stakeholders in Chula Vista which include; Residents and Parents; Schools and School District Staff; Social Service/Non-profit Agencies; Local Government; Faith-based Community; Health Professionals; and, Business Owners. Together, the Collaborative works to develop coordinated strategies and systems that protect the health, safety, and wellness of its residents as well as share information and resources that strengthen families and communities. Regular meetings are held with the goal of obtaining and sharing information about services, resources, employment and training opportunities, as well as any events accessible to the Chula Vista community. The meetings are a useful venue to network and efficiently coordinate activities with partnering agencies. The City of Chula Vista is also a member of the South Bay Homeless Advocacy Coalition which was formed to address the growing concern for homelessness and the lack of resources available. The goal is to educate the community on these issues and advocate for change to better serve homeless and near homeless families and individuals in our community. The Coalition is comprised of representatives from local government agencies, the school districts, social service agencies, faith-based organizations and citizens. Although the City of Chula Vista administers the CDBG, ESG, and HOME programs, the City does engage in contracts with outside agencies for the delivery of services to the public, other than the required fair housing services and funding requests received from City Departments. Non-profits apply for public service funds, capital improvement, and creation of affordable housing. The City monitors the affordable housing programs for all properties in its portfolio including those owned by private parties, under a deed restriction between the City and the respective party. The City has developed a strong relationship with both affordable and for-profit housing developers in not only the creation of affordable units but the ongoing maintenance of the developments as well.

Actions planned to enhance coordination between public and private housing and social service agencies

Non-profit social service agencies continue to play an important role in serving the needs of low-and

moderate-income residents in Chula Vista. There is a 15% cap on the amount of public service funds to be used from its CDBG Allocation. The City surveyed social service providers who serve Chula Vista during the needs assessment process and will continue to attend the Chula Vista Community Collaborative meetings to foster networking among the providers.

Discussion:

In the implementation of the FY 2022-2023 Annual Action Plan, the City will invest CDBG, HOME, ESG funds, and other resources to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies. The City will continue to coordinate the housing strategy with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.

Program Specific Requirements

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

Introduction:

The City of Chula Vista, as an entitlement jurisdiction, receives Community Development Block Grant, Home Investment Partnership Act, and Emergency Solutions Grant from the U.S Department of Housing and Urban Development. Described below are the Program Specific Requirements for each of these programs.

In the implementation of programs and activities under the FY 2022-23 Annual Action Plan, the City will follow all HUD regulations concerning the use of program income, forms of investment, overall low- and moderate-income benefit for the CDBG program and recapture requirements for the HOME program.

Eligible applicants for CDBG and ESG assistance include subrecipients who may carry out programs to benefit program beneficiaries on behalf of the City. Applications from interested subrecipients may be solicited by the City directly or via published Notices of Funds Availability at the discretion of the City. Eligible beneficiaries for CDBG or HOME funded Housing Rehabilitation or First-Time Homebuyer Programs include households earning less than 80 percent of AMI. Eligible participants are those who have not previously owned a home for the City's First-Time Homebuyer Program and those who reside in a single-family owner-occupied housing unit for the City's Housing Rehabilitation Program. Awarded funds will be awarded on a first come first serve basis to eliminate favoritism. A client waiting list will be established in the event of limited funds for any specific program. The City's HOME programs will be advertised via flyers, notification on the City's website, cold calls, and if necessary, publication in a newspaper of general circulation. The City will also conduct program Workshops as necessary to solicit prospective applicants.

Program guidelines and applications for all programs may be obtained in person at the City's Housing Division located at City Hall or on the City's website. Prospective subrecipients, beneficiaries and developers may obtain more information on the City website.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

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

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

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of investment being used by the City is the match provided for HOME-funded housing activities. The City is required to provide a 25 percent match for HOME funds used for rental assistance, housing rehabilitation, and acquisition and rehabilitation of housing. Some examples include, land value (donated), on and off-site improvements, waiver of local and state taxes or fees, low-interest loans below market, inclusionary housing obligations. Most commonly, the City's match funds are generally generated through housing developer contributions, prior Low/Moderate Income Set-Aside funds from the State, and individual first-time homebuyer private funds. Specific match dollar amounts are reported to HUD in the CAPER through its submittal of the HUD forms 40107-A HOME Match Log. The City will be releasing a Notice Funding Availability to all Certified Community Housing Developer Organizations to leverage with the available HOME funds.

The City of Chula Vista does not use HOME funds in any other manner than described in 24 CFR Part

92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Recapture Requirements:

If the housing does not continue to be the principal residence of the homebuyer for the duration of the period of affordability, the City of Chula Vista ("City") may recapture the entire amount of HOME assistance from the homebuyer, subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the property, and there are no net proceeds, or the net proceeds are insufficient to repay the HOME funds due, the City can only recapture what is available from net proceeds. The net proceeds are calculated as the sales price minus superior loan repayments (other than HOME funds) and any closing costs. The property will no longer be subject to the affordability requirements after the City has recaptured the HOME funds in accordance with the 24 CFR 92.254(5)(ii).

For more specific details, refer to the Chula Vista homebuyer program recapture option which is processed in accordance with the requirements of 24 CFR 92.254 of the HOME Regulations.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

See discussion above.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The following are conditions under which the City's HOME's program will allow a refinance existing debt secured by multi-family housing that is being rehabilitated with HOME funds:

- a. Residential rehabilitation shall be the primary eligible activity for refinance consideration. The required minimum ratio between rehabilitation and refinancing is 1.05.
- b. Management practices shall be reviewed to demonstrate that disinvestments in the property have not occurred, that the long-term needs of the project can be met, and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
- c. New investment shall be made to maintain current affordable units or to create

additional affordable units.

d. The Program statutory minimum period of affordability shall be those imposed in accordance with 24 CFR 92.252 of the HOME Regulations. The City typically imposes an a HUD affordable period of 20 years. However, other funding sources may require an extended period of affordability and program compliance period of 55 years.

e. The investment of HOME funds shall be within the geographic area of the City. However, HOME funds could be used outside the geographic area of the City if it can be demonstrated that there is a regional benefit to residents of the City on a case by case basis.

f. HOME funds cannot be used to refinance multi-family loans made or insured by any federal program, including the CDBG Program.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

Refer to written standards attached.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The San Diego City and County Continuum of Care (hereinafter referred to as the “CoC”) includes all of the geography within the County of San Diego, including the City of Chula Vista. The City of Chula Vista is required to consult with the CoC on funding priorities using ESG funds. The U.S. Department of Housing and Urban Development (HUD) charges communities that receive funds under the Homeless Continuum of Care Program (hereinafter referred to as “CoC Program”) of the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act) with specific responsibilities. Section 578.5 of the HEARTH Interim Rule published in July 2012 (Interim Rule), defines a Continuum of Care (CoC) as “the group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic and are available to participate.” Relevant organizations in the San Diego CoC Region established the Regional Continuum of Care Council (RCCC) in 1998, which has served as the CoC coordinating body acknowledged by HUD. Planning and operations of the San Diego CoC have historically been facilitated through the RCCC, an unincorporated association as defined

under Section 18035 of the California Corporations Code. As a result, the general operations of the CoC have been guided through the By Laws, structure, and action of the RCCC.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City of Chula Vista releases a funding of Notice Availability inviting all non-profit organizations who serve eligible ESG clients to submit a proposal. The process below is included in The City's Federal Grants Administrative Manual attached.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

Not applicable. The City has met the homeless participation requirement.

5. Describe performance standards for evaluating ESG.

The ESG entitlement areas and the RCCC have established the following cross-jurisdictional strategies for use of the ESG funds in ways that that set performance standards for each subrecipient:

- Further the accomplishment of actions identified in the Consolidated Plan of each jurisdiction.
- Foster greater access to permanent housing, especially helping people access housing that is affordable at 30% area median income.
- Leverage existing resources to achieve the match and case management requirements and to avoid duplication of services.
- Coordinate across jurisdictions for development of standardized eligibility and assessment standards and by convening semiannual regional planning meetings.
- Support federal and local goals for priority populations, including but not limited to veterans, persons with disabilities, families, and others.
- Allow for variations in ESG entitlement programs that respond to the needs and resources of the individual jurisdictions.
- Comply with eligibility and verification requirements and locally established standards (HMIS, housing status, habitability standards, homeless definitions, etc.).
- Allows each program to take responsibility for program administration including compliance with public notice requirements and timely reporting.
- Encourages all subrecipients to participate in collaborative assessment, coordinated entry, data management, and reporting systems established by the RCCC in accordance with HEARTH regulations.
- Supports timely and accurate data collection and reporting through contractual obligations with

subrecipients, and through establishing common standards for vendor relationships with the HMIS Lead.

Not applicable. See above discussion.

MEMORANDUM OF UNDERSTANDING
FOR USE OF CDBG FUNDS
BETWEEN
CITY OF CHULA VISTA
DEVELOPMENT SERVICES-HOUSING DIVISION
AND
DEPARTMENT OF [ENTER DEPT HERE]

This Memorandum of Understanding (MOU) is entered into this **1st day of June, 2022** between the Development Services Department Housing Division (DSD-HD) and the Department of [ENTER DEPARTMENT HERE] to work together toward the mutual goal of developing and improving the community facilities, infrastructure in the City of Chula Vista by completing the [ENTER PROJECT HERE].

DSD-HD is the Grantee administrator for the City of Chula Vista receipt of federal Community Development Block Grant (CDBG) program funds. The City Council allocated CDBG program funds for a City project as described in "Work to be Performed" (the Project). This Grant is made pursuant to Title I of the Housing and Community Development Act of 1974 (41 U.S.C. 5301-5320) as amended, the primary objective of which is the development of viable urban communities by providing federal assistance for community development activities in urban areas.

This MOU will establish the working parameters for the Project activities to be accomplished with these funds. This CDBG funded activity has been incorporated into the City's annual Action Plan which was submitted and accepted by the U.S. Department of Housing and Urban Development (HUD). The Action Plan requires [DEPARTMENT HERE] and all its subrecipients and contractors to meet certain obligations and certifications to the federal government including environmental review, anti-discrimination, wage requirements and timely expenditure of funds. This Project will be implemented compliant with CDBG regulations and related federal laws.

IT IS AGREED AS FOLLOWS:

WORK TO BE PERFORMED: [DEPARTMENT] will implement the Project described as follows: [ENTER PROJECT DESCRIPTION HERE]. The Project will use [\$AMOUNT OF FUNDING] of CDBG funds from FY 2022-2023, further detailed in Attachment "A" - Budget.

PERFORMANCE MEASUREMENT A total of [NUMBER] residents, residing along the [STREET NAME], 00.00% of which are low/moderate income (further detailed below) and Attachment "B" – Service Area.

TIMELY COMPLETION AND EXPENDITURE: Timely completion of the Project is the highest priority of this agreement. To ensure timely completion and expenditures, [DEPARTMENT] will demonstrate reasonable progress in implementation of a Project by completing and expending allocated CDBG Project funds by **June 30, 2023**, further detailed in Attachment "C" – Project Timeline.

QUARTERLY REPORTS: In order to more closely monitor Project completion and expenditures, the PW Project Manager will provide the DSD-HD Project Manager with quarterly reports, submitted no later

than 15 days after the last day of the previous quarter, which includes a narrative of the activities, and/or progress towards meeting the timeline goals. Report due dates are: October 15, January 15, April 15, and July 15.

PROJECT REVIEW CONFERENCE: In the event that quarterly reports indicate funds will not be expended by June 30, 2023, or within the agreed upon schedule, [DEPARTMENT] will notify DSD-HD of the completion deficiencies and PW will have 45 calendar days to provide its plan for meeting time and expenditure agreements. Failure to correct the deficiency within 45 calendar days will require DSD-HD to schedule a Project Review Conference.

Upon failure to develop a plan for meeting completion and expenditure requirements, the DSD-HD Housing Manager will schedule a Project Review Conference. Either or both Directors may assign a designee to represent their respective department during a Project Review Conference. The Project Review Conference will serve to identify reasons for delayed performance and weaknesses in the project implementation plan. Based on the Project Review Conference discussions both DSD-HD and PW will generate a remedial plan that may include but is not limited to re-design of the Project, amendments to the Project, extending the term of the Project, or re-allocation of the funds to an alternate Project.

CDBG PROGRAMMATIC REQUIREMENTS: Project will be implemented in accordance with Community Development Block Grant requirements as well as all other additional Federal Requirements detailed below and all bid documents shall contain the following clauses:

1. *Equal Employment Opportunity*—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. *Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)*—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient

shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)*—Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. *Rights to Inventions Made Under a Contract or Agreement*— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.
6. *Clean Air Act (42 U.S.C. 7401 et seq.)* and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. *Debarment and Suspension (E.O.s 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and

Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. *Drug-Free Workplace Requirements*—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.
10. *Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u*. All section 3 covered contracts shall include the following clause (referred to as the “section 3 clause”):
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Sub-recipient agrees to send to each labor organization or representative of workers with which the Sub-recipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Sub-recipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the sub-Sub-recipient is in violation of the regulations in 24 CFR part 135. The Sub-recipient will not subcontract with any sub-Sub-recipient where the Sub-recipient has notice or knowledge that the sub-Sub-recipient has been found in violation of the regulations in 24 CFR part 135.

- e. The Sub-recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 11. The Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*);
 - 12. The Rehabilitation Act of 1973 (Public Law 93-112) as amended, including section 504 which related to nondiscrimination in federal programs and HUD regulations set forth in 24 CFR 8. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in the operation of programs receiving federal financial assistance. HUD regulations implementing Section 504 contain accessibility requirements for new construction and rehabilitation of housing as well as requirements for ensuring that the programs themselves are operated in a manner that is accessible to and usable by persons with disabilities. Both individual units and the common areas of buildings must be accessible under Section 504. Section 504 states that "no qualified individuals with a disability in the United States shall be excluded from, denied the benefits of, or be subject to discrimination under" any program or activity that receives Federal financial assistance. Requirements common to these regulations include program accessibility; effective communication with people who have hearing or vision disabilities; and accessible new construction and alterations (See 24 CFR Part 8).
 - 13. The Americans with Disabilities Act (42 U.S.C. § 12101);
 - 14. The bonding requirements described in 24 CFR Part 85.36 required for construction or facility improvement contracts or subcontracts that exceed the simplified acquisition threshold (defined at 41 U.S.C. 403(11)); and
 - 15. Comply with and make good faith and reasonable efforts to carry out the purposes of Executive Orders 12432 and 11625 related to participation in federal programs by Minority Business Enterprises ("MBE") and Executive Order 12138 related to participation in federal programs by Women's Business Enterprises ("WBE").

ACKNOWLEDGEMENT OF FUNDING: PW shall identify the City of Chula Vista and the Department of Housing and Urban Development (HUD) Community Development Block Grant Program as the source of funding, or, if applicable, one of the sources of funding in public announcements that are made regarding the Project. Acknowledgement of the City’s funding roles, for example, should be included in publicity materials related to the Project. In addition, DSD-HD agrees that it shall be apprised of any special events linked to the Project so that a review can be made on what role, if any, the City and HUD would assume.

TERM: This MOU will commence when executed by both parties and shall remain in effect until terminated by either party with a 30 day written notice.

IN WITNESS WHEREOF, this Memorandum of Understanding is hereby executed on the day and the year first above written.

Department of Public Works

Date: _____

By: _____

[DEPARTMENT HEAD],
Director of [DEPARTMENT]

Department of Development Services

Date: _____

By: _____

Tiffany Allen,
Director of Development Services

**CONTRACT
FOR
MANAGEMENT AND IMPLEMENTATION
OF A
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
2022-2023**

This contract, numbered «Contract_», is entered into by and between «Agency_Legal_Name» (“Sub-recipient”) and the City of Chula Vista (“City”) on June 1, 2022 (“Effective Date”) for the purpose of having Sub-recipient implement and perform work on the 2022-2023 «ProjectProgram_Name» as set forth herein and in the incorporated documents and attachments.

RECITALS

WHEREAS, there has been enacted into law the Housing and Community Development Act of 1974 (the “Act”), Title I, Part 24, Section 570, Public Law 93-383, 88 Stat. 633, 42 U.S.C 5301-5321 with the primary objective of development of viable urban communities by providing federal assistance for community development activities in urban areas through the Community Development Block Grant Program (Catalog of Federal Domestic Assistance Number 14.218);

WHEREAS, the City, is authorized to apply for and accept Community Development Block Grant funds;

WHEREAS, City incorporated the Sub-recipient’s proposal for the project described in the Scope (hereinafter referred to as the “Project”) into the City’s Community Development Block Grant/HOME Investment Partnership/Emergency Shelter Grant Annual Funding Plan which was submitted to the U.S. Department of Housing and Urban Development (HUD);

WHEREAS, HUD has approved the City Annual Funding Plan for Community Development Block Grant funds;

WHEREAS, it is the desire of the Sub-recipient and the City that the Project be implemented by the Sub-recipient;

WHEREAS, the Sub-recipient shall undertake the same obligations to the City with respect to the Project in the City’s aforesaid Annual Funding Plan for participation in the Community Development Block Grant program; and

WHEREAS, Sub-recipient warrants and represents that they are experienced and staffed in a manner such that they are and can deliver the services required of Sub-recipient to City within the time frames herein provided all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City and Sub-recipient do hereby mutually agree as follows:

All of the Recitals above are hereby incorporated into this Agreement.

ARTICLE I. SUB-RECIPIENT OBLIGATIONS

A. General.

1. Work to be Performed. Sub-recipient shall implement the scope of work ("Scope of Work") described in Attachment B, hereof fully and in accordance with the terms of the Annual Funding Plan approved by the City and submitted to HUD in the City's application for funds to carry out the Project and the Certifications which were submitted concurrently with the Annual Funding Plan. The Annual Funding Plan and Certifications form is hereby incorporated by reference into this contract fully as if set forth herein. Sub-recipient shall also undertake the same obligations to the City that the City has undertaken to HUD pursuant to said Annual Funding Plan and Certifications. The obligations undertaken by Sub-recipient include, but are not limited to, the obligation to, as applicable, comply with each of the following as may be amended from time to time:
 - a. The Housing and Community Development Act of 1974 (Public Law 93-383, as amended, 42 USC § 5301, *et seq.*);
 - b. HUD regulations relating to Community Development Block Grants (24 CFR 570.1, *et seq.*);
 - c. The regulations in 24 CFR Part 58 specifying other provisions of the law that further the purposes of the National Environmental Policy Act of 1969 and the procedures by which grantees must fulfill their environmental responsibilities;
 - d. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d); Title VII of the Civil Rights Act of 1964 (Public Law 88-352); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 USC § 3601, *et seq.*); Section 109 of the Housing and Community Development Act of 1974; Executive Order 11246, as amended (equal employment opportunity); Executive Order 11063 (non-discrimination), as amended by Executive Order 12259; and any HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
 - e. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. All section 3 covered contracts shall include the following clause (referred to as the "section 3 clause"):
 - i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. Refer to Attachment "A" – 2022 Area Median Income Limits.
 - ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- iii. The Sub-recipient agrees to send to each labor organization or representative of workers with which the Sub-recipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv. The Sub-recipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the sub-Sub-recipient is in violation of the regulations in 24 CFR part 135. The Sub-recipient will not subcontract with any sub-Sub-recipient where the Sub-recipient has notice or knowledge that the sub-Sub-recipient has been found in violation of the regulations in 24 CFR part 135.
 - v. The Sub-recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient's obligations under 24 CFR part 135.
 - vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - vii. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- f. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, 42 USC § 4601, *et seq.*, and regulations adopted to implement that Act in 49 CFR Part 24;
 - g. Cost principles have been established for State, Local and Indian Tribal Governments through 2CFR, Part 225 (OMB Circular A-87). This part provides a uniform approach for determining costs and to promote effective program delivery, efficiency, and better relationships between governmental units and the Federal Government. The principles are for determining allowable costs only. They are not intended to identify the circumstances or to dictate the extent of Federal and governmental unit participation in the financing of a particular Federal award. Provision for profit or other increment above cost is outside the scope of this part;

- h. Additional cost principles have been established for non-profits through 2 CFR part 200, subpart E, entitled “Cost Principles for Non-Profit Organizations”; 2 CFR part 230 entitled “Cost Principles for Non-Profit Organizations” (Circular A-122); and 2 CFR Part 225 entitled “Cost Principles for State, Local, and Indian Tribal Governments” (OMB Circular A-87); This part establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations. The principles are designed to provide that the Federal Government bear its fair share of costs except where restricted or prohibited by law. The principles do not attempt to prescribe the extent of cost sharing or matching on grants, contracts, or other agreements. However, such cost sharing or matching shall not be accomplished through arbitrary limitations on individual cost elements by Federal agencies;
- i. Grant administration requirements as described in 24 CFR 570.504, which requires Sub-recipient to return any program income earned by Sub-recipient in carrying out the activities of this Contract to the City. Upon expiration of this Contract, Sub-recipient shall transfer to the City any Community Development Block Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Community Development Block Grant funds. Any real property under Sub-recipient’s control acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 will either be:
 - i. Used to meet one of the CDBG National Objectives, as defined in 24 CFR 570.208, and outlined by HUD until five years after expiration of the contract; or
 - ii. Disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to, the property. Reimbursement is not required after the five-year period pursuant to 24 CFR 570.505.

Program income on hand at the time of closeout and subsequently received shall continue to be subject to all applicable Community Development Block grant Program eligibility requirements, 24 CFR 570.489, and provisions of this Contract;
- j. 24 CFR 570.505 concerning use of real property;
- k. The following laws and regulations relating to preservation of historic places: National Historic Preservation Act of 1966 (Public Law 89-665); the Historical and Archaeological Preservation Act of 1974 (Public Law 93-291); and Executive Order 11593;
- l. The Labor Standards Regulations set forth in 24 CFR 570.603;
- m. Labor Code section 1771 and/or Davis Bacon concerning prevailing wages as applicable;
- n. The Hatch Act relating to the conduct of political activities (5 U.S.C. § 1501, *et seq.*);
- o. The Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001, *et seq.*, and the implementing regulations in 44 CFR Parts 59-78);
- p. The Rehabilitation Act of 1973 (Public Law 93-112) as amended, including Section 504 which relates to nondiscrimination in federal programs and HUD 24 CFR Part 8;

- q. The Clean Air Act (42 U.S.C. § 7401, *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*) and the regulations adopted pursuant thereto (40 CFR Part 6);
- r. The Drug-Free Workplace Act of 1988 (Public Law 100-690);
- s. The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at 24 CFR Part 35;
- t. No member, officer or employee of the Sub-recipient, or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
- u. The Sub-recipient certifies, that in accordance with Section 319 of Public Law 101-121, to the best of his or her knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewals, amendment, or modifications of any federal contract, grant loan, or cooperative contract.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- v. The Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*);
- w. The Rehabilitation Act of 1973 (Public Law 93-112) as amended, including section 504 which related to nondiscrimination in federal programs and HUD regulations set forth in 24 CFR 8. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in the operation of programs receiving federal financial assistance. HUD regulations implementing Section 504 contain accessibility requirements for new construction and rehabilitation of housing as well as requirements for ensuring that the programs themselves are operated in a manner that is accessible to and usable by persons with disabilities. Both individual units and the common areas of buildings must be accessible under Section 504.

Section 504 states that "no qualified individuals with a disability in the United States shall be excluded from, denied the benefits of, or be subject to discrimination under" any program or activity that receives Federal financial assistance. Requirements common to these regulations include program accessibility; effective communication with people who have hearing or vision

disabilities; and accessible new construction and alterations (See 24 CFR Part 8);

- x. The Americans with Disabilities Act (42 U.S.C. § 12101);
- y. The bonding requirements described in 24 CFR Part 85.36 required for construction or facility improvement contracts or subcontracts that exceed the simplified acquisition threshold (defined at 41 U.S.C. 403(11)).
- z. Prior to award of any contracts or subcontracts, City and Contractor shall verify that contractor or subcontractor is eligible according to the Federal EPLS and LEIE databases. Documentation of such eligibility shall be maintained in the project files;
- aa. Contractor shall comply with and make good faith and reasonable efforts to carry out the purposes of Executive Order 12166 relating to “Improving Access to Services by Persons with Limited English Proficiency (“LEP”);
- bb. Grantee shall comply with Federal Funding Accountability and Transparency Act (FFAT) requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170), including any subsequent amendments;
- cc. Contractor shall comply with and make good faith and reasonable efforts to carry out the purposes of Executive Orders 12432 and 11625 related to participation in federal programs by Minority Business Enterprises (“MBE”) and Executive Order 12138 related to participation in federal programs by Women’s Business Enterprises (“WBE”); and
- dd. Sub-recipient shall hold City of Chula Vista, its elected or appointed officers, officials, employees, agents, and volunteers (collectively the “Indemnified Parties”) harmless and indemnify the Indemnified Parties against any harm that it may suffer with respect to HUD on account of any failure on the part of the Sub-recipient to comply with the requirements of any such obligation.

B. **Compliance with Laws.** Sub-recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances when doing the work required by this Contract. Sub-recipient shall require sub-contractors to similarly comply with all applicable federal, state, and local laws, regulations, and ordinances when doing the work required by this Contract.

C. **Insurance.** Sub-recipient agrees to comply with the insurance requirements as set forth below:

1. General. Sub-recipient must procure and maintain, during the period of performance of this contract, and for twelve (12) months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the contract and the results of that work by the Contractor, its agents, representatives, employees, volunteers, or subcontractors and provide documentation of same prior to commencement of work.

2. Minimum Scope of Insurance. Coverage must be at least as broad as:

- (a) *CGL.* Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- (b) *Auto.* Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (c) *WC.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (d) *E&O.* Professional Liability or Errors & Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

3. Minimum Limits of Insurance. Sub-recipient must maintain limits no less than those included in the table below:

i. General Liability: (Including operations, products and completed operations, as applicable)	\$1,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
iv. Professional Liability or Errors & Omissions Liability:	\$1,000,000 each occurrence

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the Indemnified Parties; or the Sub-recipient will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:

- (a) *Additional Insureds.* The Indemnified Parties are to be named as additional insureds with respect all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.

- (b) *Primary Insurance.* The Contractor's General Liability insurance coverage must be primary insurance as it pertains to the Indemnified Parties. Any insurance or self-insurance maintained by the Indemnified Parties is wholly separate from the insurance of the Sub-recipient and in no way relieves the Sub-recipient from its responsibility to provide insurance.
 - (c) *Cancellation.* The insurance policies required must be endorsed to state that coverage will not be canceled by either party, except after thirty (30) days' prior written notice to the City by certified mail, return receipt requested. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" shall be deleted from all certificates.
 - (d) *Active Negligence.* Coverage shall not extend to any indemnity coverage for the active negligence of the additional insureds in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 - (e) *Waiver of Subrogation.* Sub-recipient insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this contract.
6. Claims Forms. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:
- (a) *Retro Date.* The "Retro Date" must be shown, and must be before the date of the contract or the beginning of the contract work.
 - (b) *Maintenance and Evidence.* Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - (c) *Cancellation.* If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Sub-recipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 - (d) *Copies.* A copy of the claims reporting requirements must be submitted to the City for review.
7. Acceptability of Insurers. Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers ("LESLI") with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.
8. Verification of Coverage. Sub-recipient shall furnish the City with original certificates and amendatory endorsements affecting coverage required by Article I, section C. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. Subcontractors. Sub-recipient must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to all of the requirements included in these specifications.
10. Not a Limitation of Other Obligations. Insurance provisions under this Article shall not be construed to limit the Consultant's obligations under this contract, including Indemnity.

ARTICLE II. CITY OBLIGATIONS

A. Compensation.

1. Amounts. City shall reimburse Sub-recipient for the costs it incurs for work performed under this contract not to exceed a maximum reimbursement of **\$«Funding_Recommended»**. Sub-recipient shall not submit claims to the City nor shall City reimburse Sub-recipient for costs for which Sub-recipient is reimbursed from a source other than the funds allocated for work under this contract.
2. Limitation. With regard to compensation stated in Article II, section A.1, above, Sub-recipient may be reimbursed only to the extent and in the amounts that funds have been made available pursuant to applications for Federal assistance. No City funds in excess of those provided by the Federal government under such applications may be the source of reimbursement under this Contract.
3. Compensation Schedule. **Sub-recipient shall not incur expenditures to be claimed for reimbursement prior to the Effective Date, indicated above.** City shall then pay Sub-recipient quarterly progress payments upon certification and submittal by Sub-recipient of a statement of actual expenditures incurred, provided, however, that not more than 90% of the total agreed compensation will be paid during the performance of this contract. The balance due shall be paid upon certification by Sub-recipient that all of the required services have been completed. Payment by City is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. The 10% retention will not apply to acquisition or service contracts.
 - a. Claim Due Dates. Contractor shall submit quarterly claims to the City by the deadlines listed below in order to meet HUD's strict expenditure standards:
 - 1st Quarter (July 1-September 30): Due October 15
 - 2nd Quarter (October 1 - December 31): Due January 15
 - 3rd Quarter (January 1 - March 31): Due April 15
 - 4th Quarter (April 1 – June 30): Due July 15

Failure to submit claims by these deadlines may result in recapturing of the grant funds. Any extension requests must be approved by all parties. However, costs must be incurred prior to June 30, 2023 and said extension shall be within the City's Finance Department's Fiscal Year End processing deadline.

4. Indirect Costs. If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approval.
5. Expenditure Standard. In order to insure effective administration and performance of approved CDBG Projects and to meet HUD performance standards, Sub-recipient agrees that it shall expedite implementation of the Project described herein expending all contracted funds within the term of the contract. In the event that reasonable progress has not been made and all funds are not expended within the term period, the City shall notify the Sub-recipient of the expenditure and implementation

deficiency. Sub-recipient will have a total of 60 days from the date of the City's written notification to correct the deficiency. If the deficiency is not corrected within that time, Sub-recipient agrees that the City may reallocate the amount of the expenditure deficiency. Sub-recipient understands City may not reimburse project expenses that are outside the contract term.

6. Budget Adjustments. In order to insure effective administration and performance of approved CDBG Projects and to meet HUD performance standards, Sub-recipient agrees to submit budget adjustments for City approval. City will consult its Citizen Participation Plan prior to approving said amendment. Budget Adjustments received after June 1, 2023 will not be considered.

ARTICLE III. ETHICS

A. Financial Interests of Contractor

1. Disclosure Required. Sub-recipient is required make the disclosures detailed in Attachment "C" - Statement . Sub-recipient may also be designated as a "Consultant" for the purposes of the Political Reform Act ("PRA") conflict of interest and disclosure provisions by the City, and shall report economic interests as required by the City to the City Clerk on the required Statement of Economic Interests ("SEI") in such reporting categories as required by the City or the City Attorney, thereby becoming an "FPPC filer."
2. No Participation in Decision. Regardless of whether Sub-recipient is designated as an FPPC Filer, Sub-recipient shall not make, or participate in making or in any way attempt to use Sub-recipient's position to influence a governmental decision in which Sub-recipient knows or has reason to know Sub-recipient has a financial interest other than the compensation promised by this contract.
3. Search to Determine Economic Interests. Regardless of whether Sub-recipient is designated as an FPPC Filer, Sub-recipient warrants and represents that Sub-recipient has diligently conducted a search and inventory of Sub-recipient's economic interests, as the term is used in the regulations promulgated by the Fair Political Practices Commission, and has determined that Sub-recipient does not, to the best of Sub-recipient's knowledge, have an economic interest which would conflict with Sub-recipient's duties under this contract.
4. Promise Not to Acquire Conflicting Interests. Regardless of whether Sub-recipient is designated as an FPPC Filer, Sub-recipient further warrants and represents that Sub-recipient will not acquire, obtain, or assume an economic interest during the term of this contract which would constitute a conflict of interest as prohibited by the Fair Political Practices Act.
5. Duty to Advise of Conflicting Interests. Regardless of whether Sub-recipient is designated as an FPPC Filer, Sub-recipient further warrants and represents that Sub-recipient will immediately advise the City Attorney of City if Sub-recipient learns of an economic interest of Sub-recipient's that may result in a conflict of interest for the purpose of the Fair Political Practices Act, and regulations promulgated there under.
6. Specific Warranties Against Economic Interests. Sub-recipient warrants, represents and agrees:
 - (a) That neither Sub-recipient, nor immediate family members, nor Sub-recipient's employees or agents ("Sub-recipient Associates") presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter, or in any property within 2 radial miles from the exterior

boundaries of any property which may be the subject matter ("Prohibited Interest"), other than as listed on the SEI, if one was required.

(b) That no promise of future employment, remuneration, consideration, gratuity or other reward or gain has been made to Sub-recipient or Sub-recipient's Associates in connection with Sub-recipient's performance of this contract. Sub-recipient promises to advise City of any such promise that may be made during the term of this contract, or for twelve months thereafter.

(c) That Sub-recipient Associates shall not acquire any such Prohibited Interest within the term of this contract, or for twelve months after the expiration of this contract, except with the written permission of City.

(d) That Sub-recipient may not conduct or solicit any business for any party to this contract, or for any third party that may be in conflict with Sub-recipient's responsibilities under this contract, except with the written permission of City.

ARTICLE IV. INDEMNIFICATION

A. Defense, Indemnity, and Hold Harmless.

1. General Requirement. The City, including its elected and appointed officers, agents, employees, and volunteers (collectively the "Indemnified Parties") shall not be liable for, and Sub-recipient shall defend and indemnify the Indemnified Parties, against any and all injury to person, including death and dismemberment, or property (real or personal), claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected with the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Sub-recipient or its officers, employees, agents, volunteers, contractors, licensees or servants, including without limitation, Claims caused by the concurrent act, error, omission or negligence, whether active or passive, of the Indemnified Parties. However, Sub-recipient shall have no obligation to defend or indemnify City from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the Indemnified Parties.
2. Additional Requirement. Sub-recipient and its successors, assigns, and guarantors, if any, jointly and severally agree to indemnify, defend (with counsel selected by City), reimburse, and hold the Indemnified Parties harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), or loss, including attorneys' fees, consultants' fees, and experts' fees which arise during or after the contract term for any losses incurred in connection with investigation of site conditions, or any cleanup, remedial, removal or restoration work required by any hazardous materials laws because of the presence of hazardous materials, in the soil, ground water or soil vapors on the premises (hereinafter, "Premises"), and the release or discharge of hazardous materials by Sub-recipient during the course of any alteration or improvements of the Premises of Sub-recipient, unless hazardous materials are present solely as a result of the gross negligence or willful misconduct of the Indemnified Parties. The indemnification provided by this section shall also specifically cover costs incurred in responding to:
 - (a) Hazardous materials present or suspected to be present in the soil, ground water to or under the Property before the Commencement date;

- (b) Hazardous materials that migrate, flow, percolate, diffuse, or in any way move on to or under the Property following the Commencement Date; or
- (c) Hazardous materials present on or under the Property as a result of any discharge, release, dumping, spilling (accidental or otherwise), onto the Property during or after the Term of this contract by any person, corporation, partnership or entity other than City.

The foregoing environmental indemnities shall survive the expiration or termination of the contract, any or any transfer of all or any portion of the Premises, or of any interest in this contract, and shall be governed by the laws of the State of California.

3. Costs of Defense and Award. Included in the obligations to defend indemnify and hold harmless, above, is the Sub-recipient obligation to defend, at Sub-recipient's own cost, expense and risk, any and all aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Parties. Sub-recipient shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties, for any and all legal expense and cost incurred by each of them in connection therewith.
4. Insurance Proceeds. Sub-recipient obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.
5. Declarations. Sub-recipient's obligations under Article IV shall not be limited by any prior or subsequent declaration by the Sub-recipient.
6. Enforcement Costs. Sub-recipient agrees to pay any and all costs City incurs enforcing the indemnity and defense provisions set forth in Section Article IV.
7. Survival. The foregoing indemnities shall survive the expiration or termination of the contract any or any transfer of all or any portion of the Premises, or of any interest in this contract and shall be governed by the laws of the State of California.

ARTICLE V. TERMINATION OF CONTRACT

- A. **Termination for Convenience**. Either party may terminate this contract after thirty (30) days' written notice of intent to terminate has been given to the other party. However, no notice of termination given by Sub-recipient shall be effective unless HUD has agreed to release City from its obligations pursuant to the Project. If the contract is terminated under this paragraph, all finished and unfinished documents and other materials described herein (including, but not limited to items discussed in Attachment "B") shall, at the option of the City, become City's sole and exclusive property. If the contract is terminated by City under this paragraph, Sub-recipient shall be entitled to receive just and equitable compensation, in an amount based on available funds under the CDBG Program or the Project, but not to exceed that payable under this contract, for any satisfactory work completed to the effective date of such termination. Sub-recipient hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth herein.
- B. **Automatic Termination**. This contract shall terminate at the discretion of the City if the United States Government terminates the CDBG Program or the Project. City shall provide written notice to Sub-recipient of the intent to terminate under such grounds. In that event, all finished and unfinished documents and other materials described herein (including but not limited to items discussed in Attachment "B") shall, at the option of the City, become City's sole and exclusive property. If the contract is terminated by City as

provided in this paragraph, Sub-recipient shall be entitled to receive just and equitable compensation, in an amount based on available funds under the CDBG Program or the Project, but not in an amount to exceed that payable under this contract, for any satisfactory work completed to the effective date of such termination. Sub-recipient hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth herein.

- C. **Termination of Contract for Cause.** Sub-recipient and City recognize that the City is the governmental entity which executed the grant agreement received pursuant to the City's application and that City is responsible for the proper performance of the Project. If Sub-recipient fails to fulfill in a timely and proper manner its obligations under this contract to undertake, conduct or perform the Project identified in this contract, or if Sub-recipient violates any state laws or regulations or local ordinances or regulations applicable to implementation of the Project, or if Sub-recipient violates any provisions of this contract, City shall have the right to terminate this contract by giving at least five days written notice to Sub-recipient of the effective date of termination. Even if City terminates the contract, Sub-recipient shall remain liable to City for all damages sustained by City due to Contractor's failure to fulfill any provisions of this contract, and City may withhold any reimbursement payments from Sub-recipient for the purpose of set-off until the exact amount of damages due to City from Sub-recipient is determined. Sub-recipient hereby expressly waives any and all claims for damages for compensation arising under this contract except as set forth in this section in the event of such termination.

ARTICLE VI. RECORDS RETENTION AND ACCESS

- A. **Records and Reports.** The Sub-recipient shall maintain records and make such reports as required by the City of Chula Vista, to enable the City to analyze Sub-recipient's project. All records of the Sub-recipient related to this contract or work performed under the contract shall be open and available for inspection by HUD and/or City monitors and auditors during normal business hours.
- B. **Retention.** The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the contract for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- C. **Data.** The Sub-recipient shall maintain data demonstrating eligibility (low-moderate locations) for services provided. Such data shall include, but not be limited to exact location of the work performed, and a description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- D. **Disclosure.** The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by federal privacy laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- E. **Quarterly Reports/Consolidated Annual Performance Evaluation Report (CAPER).** Contractor shall provide the City with a quarterly report, submitted no later than fifteen (15) days after the last day of the previous quarter, which includes a narrative of the services provided, progress towards meeting the timeline goals stated in the contract, and an itemized accounting of the expenditures of CDBG funds during the previous

quarter, and number of unduplicated clients served. In addition, Contractor will submit an annual CAPER report. Failure to submit quarterly reports and CAPER report in a timely manner will result in withholding of CDBG funds until the report has been submitted. Evidence of match must be submitted with each quarterly and annual report (CAPER).

a. Due Dates.

- 1st Quarter (July 1-September 30): Due October 15
- 2nd Quarter (October 1 - December 31): Due January 15
- 3rd Quarter (January 1 - March 31): Due April 15
- 4th and Final (April 1 – June 30): Due July 15

ARTICLE VII. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

- A. **Project Completion.** Within ninety (90) calendar days following Project completion or termination by City, Sub-recipient agrees to submit a final certification of Project expenses and audit reports, as applicable.
- B. **Audit of Consultants.** Sub-recipient agrees to perform financial and compliance audits the City may require. The Sub-recipient also agrees to obtain any other audits required by City. Sub-recipient agrees that Project closeout will not alter Sub-recipient's audit responsibilities.
- C. **Project Closeout.** Project closeout occurs when City notifies the Sub-recipient that City has closed the Project, and either forwards the final payment or acknowledges that the Sub-recipient has remitted the proper refund. The Sub-recipient agrees that Project closeout by City does not invalidate any continuing requirements imposed by the contract or any unmet requirements set forth in a written notification from City.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

- A. **Contract Administration.** The City Manager or designee, shall administer this contract on behalf of the City. The **Executive Director** shall administer this contract on behalf of the Sub-recipient. Within a reasonable time after the City makes a request, Sub-recipient shall give the City progress reports or other documentation as required by the City's Contract Administrator to audit Contractor's performance of this contract.
- B. **Term.** The term of this contract shall start on the **1st day of July, 2022** and shall continue in effect until terminated as provided herein or until Sub-recipient has carried out all its obligations under the contract. Services of the Sub-recipient shall start on the issuance date of the Notice to Proceed from the City of Chula Vista **and end on the 30th day of June 2023**. The term of this Agreement shall not be extended. Any remaining project funds not invoiced or expended during the deadlines included in this agreement will be recaptured.
- C. **Actions on Behalf of the City.** Except as City may specify in writing, Sub-recipient shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever, as an agent or otherwise. Sub-recipient shall have no authority, express or implied, to bind City or its members, agents, or employees, to any obligation whatsoever, unless expressly provided in this Agreement.
- D. **No Obligations to Third Parties.** In connection with the Project, Sub-recipient agrees and shall require that its agents, employees, subcontractors agree that the City shall not be responsible for any obligations or liabilities to any third party, including its agents, employees, subcontractors, or other person or entity that

is not a party to this contract. Notwithstanding that the City may have concurred in or approved any solicitation, subcontract, or third party contract at any tier, neither City shall have any obligations or liabilities to such other party.

- E. **Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this contract, against the City unless a claim has first been presented in writing and filed with the City and acted upon by the City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Sub-recipient shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.
- F. **Attorney's Fees.** Should a dispute arising out of this contract result in litigation, it is agreed that the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorney's fees and court costs incurred. The "prevailing party" shall be deemed to be the party who is awarded substantially the relief sought.
- G. **Capacity of Parties.** Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this contract, and that all resolutions or other actions have been taken so as to enable it to enter into this contract.
- H. **Governing Law/Venue.** This contract shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this contract shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue, to the extent permitted by law, for this contract, and performance hereunder, shall be the City of Chula Vista.
- I. **Audit Costs.** Sub-recipient shall reimburse City for all costs incurred to investigate and audit Contractor's performance of its duties under the Contract if Sub-recipient is subsequently found to have violated the terms of the contract. Reimbursement shall include all direct and indirect expenditures incurred to conduct the investigation or audit. City may deduct all such costs from any amount due Sub-recipient under this contract.
- J. **Precedence.** This contract constitutes the entire agreement of the parties and supersedes any previous oral or written understandings or contracts related to the matters covered herein. This contract may not be modified except by written amendment executed by each party.
- K. **Acknowledgement of Funding.** Sub-recipient shall identify the City of Chula Vista as the source of funding, or, if applicable, one of the sources of funding in public announcements that are made regarding the Project. Acknowledgement of the City's funding roles, for example, should be included in publicity materials related to the Project. In addition, Sub-recipient agrees that the City shall be apprised of any special events linked to the Project so that a review can be made on what role, if any, the City would assume.
- L. **No Waiver.** No failure, inaction, neglect or delay by City in exercising any of its rights under this Contract shall operate as a waiver, forfeiture or abandonment of such rights or any other rights under this Contract.

M. **Notice.** Any notice or notices required or permitted to be given pursuant to this contract shall be personally served by the party giving notice or shall be served by certified mail. Notices shall be sufficient if personally served on or if sent by certified mail, postage prepaid, addressed to:

Contractor:

«Agency_Legal_Name»
«Agency_Address__Street_Address»
«Agency_Address__City», CA
«Agency_Address__Zip_Code»

City:

City of Chula Vista
Housing Division
276 Fourth Avenue
Chula Vista, CA 91910

IN WITNESS WHEREOF, the Consultant and City have executed this contract as of the date first written above.

CITY OF CHULA VISTA

Maria V. Kachadoorian,
City of Chula Vista City Manager

APPROVED AS TO FORM

Glen R. Googins,
City Attorney

«Agency_Legal_Name»
DUNS ID: «DUNS»

«Signator», «Signator_Title»

ATTACHMENT "A"
2021 AREA MEDIAN INCOME LIMITS
(San Diego-Carlsbad, CA MSA)
\$95,100

FAMILY SIZE	80% of AMI Low Income	60% of AMI Very Low Income	50% of AMI Very Low Income	30% of AMI Extremely Low Income
1	67,900	50,940	42,450	25,450
2	77,600	58,180	48,500	29,100
3	87,300	65,480	54,550	32,750
4	97,000	72,720	60,600	36,350
5	104,800	78,580	65,450	39,300
6	112,550	84,370	70,300	42,200
7	120,300	90,230	75,150	45,100
8	128,050	96,020	80,000	48,000

Source: County of San Diego (<https://www.sandiegocounty.gov/content/sdc/sdhcd/rental-assistance/income-limits-ami.html>)

As a reference, a screenshot of the required HUD Integrated Disbursement Information System reporting screen is included below. The income data is broken down into distinct income categories including a non-low/moderate category.

Income Levels		Total
Extremely Low	: 0-30% AMI	<input type="text"/>
Low	: 30.1%-50% AMI	<input type="text"/>
Moderate	: 50.1-80% AMI	<input type="text"/>
Non-Low/Moderate	: 80.1%+ AMI	<input type="text"/>
Totals		<input type="text" value="0"/>
Percent Low/Mod		<input type="text"/> %

**CONTRACT
FOR
MANAGEMENT AND IMPLEMENTATION
OF AN
EMERGENCY SOLUTIONS GRANT PROJECT
[PROJECT NAME] 2022-2023**

This Contract numbered **0000** is entered into by and between South Bay Community Services ("Contractor") and the City of Chula Vista ("City") on **June 1, 2022**.

RECITALS

WHEREAS, there has been enacted the Emergency Shelter Grants ("ESG") Program contained in subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act (the "Act", 42 U.S.C. 11361, *et seq.*). The ESG Program authorizes the Secretary, U.S. Department of Housing and Urban Development ("HUD"), to make grants to States, units of general local government, territories, and Indian Tribes for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless; for payment of certain operating expenses and essential services in connection with emergency shelters for the homeless; and for homeless prevention activities;

WHEREAS, on May 20, 2009, the President signed into law "An Act to Prevent Mortgage Foreclosures and Enhance Mortgages Credit Availability" which became Public Law . 111-22. This new law implements a variety of new measures directed toward keeping individuals and families from losing their homes. Division B of this new law is the Homeless Emergency Assistance and Rapid Transition to the Housing Act 2009 (HEARTH Act), which consolidates and amends the three separate homeless assistance programs carried out under title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 *et seq.*);

WHEREAS, the HEARTH Act amendments to the McKinney-Vento Act contains provisions requiring coordination, collaboration, and consultation between Continuums of Care and ESG State and local government recipients;

WHEREAS, the HEARTH Act, renames the former Emergency Shelter Grant program to the Emergency Solutions Grant program to broaden existing emergency shelter and homelessness prevention activities to add rapid refocusing activities;

WHEREAS, the Catalog of Federal Assistance for the Emergency Solutions Grant program is 14.231;

WHEREAS, the HEARTH Act also codifies in law and enhances the Continuum of Care planning process, the coordinated response to addressing the needs of homelessness established administratively by HUD in 1995;

WHEREAS, City of Chula Vista is authorized to apply for and accept ESG funds and assist in the undertaking of ESG activities;

WHEREAS, City incorporated the Contractor's proposal for the project described in Attachment "A" hereof (the "Project") into the City's Community Development Block Grant/HOME Investment Partnership/Emergency Solutions Grant Annual Funding Plan ("AFP") which was submitted to HUD;

WHEREAS, Chula Vista City Council approved the Project on **June 1, 2022** and HUD has approved the City's AFP for the ESG funds; and

WHEREAS, Contractor warrants and represents that they are experienced and staffed in a manner such that they are and can deliver the services required of Contractor to City within the time frames herein provided all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City and Contractor do hereby mutually agree as follows:

All of the Recitals above are hereby incorporated into this Agreement.

ARTICLE I. CONTRACTOR OBLIGATIONS

A. General.

1. Work to be Performed. Contractor shall implement the Project described in Attachment "A" hereof (the "Scope of Work") fully in accordance with the term of the AFP approved by the City and submitted to HUD in its application for funds to carry out the Project and the certifications which were submitted concurrently with the AFP ("Certifications"). The AFP and Certifications form is hereby incorporated by reference into this contract fully as if set forth herein. Contractor shall also undertake the same obligations to the City that the City has undertaken to HUD pursuant to said AFP and Certifications. Contractor's obligations include, but are not limited to, compliance with the current and most up-to-date version of each of the following:
 - (a) The ESG Program contained in subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11361, *et seq.*) as amended;
 - (b) The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act);
 - (c) HUD regulations relating to ESG Program (24 CFR Part 576), as amended;
 - (d) HUD regulations relating to environmental review procedures for the ESG Program (24 CFR 576.57, subd. (e));
 - (e) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d); Title VII of the Civil Rights Act of 1968 (Public Law 88-352); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 USC § 3601, *et seq.*); § 109 of the Housing and Community Development Act of 1974; Executive Orders 11246 (equal employment opportunity) and 11063 (non-discrimination), as amended by Executive Order 12259; and any HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
 - (f) Section 3 of the Housing and Community Development Act of 1974, which includes:
 - (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining contract or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) Contractor shall include the section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and shall take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b);
- (g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, and implementing regulations at 49 CFR Part 24;
- (h) Office of Management and Budget Circular A-122 entitled "Cost Principles for Non-Profit Organizations"; Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations" and with Office of Management and Budget Circular A-110 entitled "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";

- (i) 24 CFR 576.51, which requires each grantee to match the funding provided by HUD as set forth in 42 U.S.C. 11375;
- (j) 24 CFR 576.53 concerning use of community facilities as an emergency shelter;
- (k) The following laws and regulations relating to preservation of historic places: National Historic Preservation Act of 1966 (Public Law 89-665); the Archeological and Historical Preservation Act of 1974 (Public Law 93-291); and Executive Order 11593;
- (l) The Labor Standards Regulations set forth in 24 CFR 570.603;
- (m) The Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*);
- (n) The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
- (o) The Flood Disaster Protection Act of 1974 (42 USC § 4106 and the implementing regulations in 44 CFR parts 59 through 79;
- (p) The Rehabilitation Act of 1973 (Public Law 93-112) as amended, including Section 504 which relates to nondiscrimination in federal programs and HUD regulations set forth in 24 CFR Part 8;
- (q) The Clean Air Act (42 U.S.C. § 7401, *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*) and the regulations adopted pursuant thereto (40 CFR, Part 6);
- (r) The Drug-Free Workplace Act of 1988 (Public Law 100-690);
- (s) No member, officer or employee of the Contractor, or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
- (t) Contractor certifies, that in accordance with Section 319 of Public Law 101-121, to the best of his or her knowledge and belief that:
 - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with this federal contract,

grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

- (u) The American's with Disabilities Act (42 U.S.C. sec. 4151. *et. seq.*);
- (v) Contractor shall comply with and make good faith and reasonable efforts to carry out the purposes of Executive Order 12166 relating to "Improving Access to Services by Persons with Limited English Proficiency ("LEP");
- (w) Contractor shall comply with and make good faith and reasonable efforts to carry out the purposes of Executive Orders 12432 and 11625 related to participation in federal programs by Minority Business Enterprises ("MBE") and Executive Order 12138 related to participation in federal programs by Women's Business Enterprises ("WBE");
- (x) Contractor shall hold City of Chula Vista, its elected or appointed officers, officials, employees, agents, and volunteers (collectively the "Indemnified Parties") harmless and indemnify the Indemnified Parties against any harm that it may suffer with respect to HUD on account of any failure on the part of the Contractor to comply with the requirements of any such obligation;
- (y) Contractor shall comply with Federal Funding Accountability and Transparency Act (FFAT) requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170), including any subsequent amendments; and
- (z) "Cost principles" as follows, but not limited to: 2 CFR part 200, subpart E, entitled "Cost Principles for Non-Profit Organizations"; 2 CFR part 230 entitled "Cost Principles for Non-Profit Organizations" (Circular A-122); and 2 CFR Part 225 entitled "Cost Principles for State, Local, and Indian Tribal Governments" (OMB Circular A-87);

B. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances when doing the work required by this Contract. Contractor shall require sub-contractors to similarly comply with all applicable federal, state, and local laws, regulations, and ordinances when doing the work required by this Contract.

C. Insurance. Contractor agrees to comply with the insurance requirements as set forth below:

1. General. Contractor must procure and maintain, during the period of performance of this contract, and for twelve (12) months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the contract and the results of that work by the Contractor, its agents, representatives, employees, volunteers, or subcontractors and provide documentation of same prior to commencement of work.
2. Minimum Scope of Insurance. Coverage must be at least as broad as:

- (a) *CGL*. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
 - (b) *Auto*. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - (c) *WC*. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - (d) *E&O*. Professional Liability or Errors & Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.
3. Minimum Limits of Insurance. Contractor must maintain limits no less than those included in the table below:

i. General Liability: (Including operations, products and completed operations, as applicable)	\$2,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
iv. Professional Liability or Errors & Omissions Liability:	\$1,000,000 each occurrence

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the Indemnified Parties; or the Contractor will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:

(a) *Additional Insureds*. The Indemnified Parties are to be named as additional insureds with respect all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured

coverage must be provided in the form of an endorsement to the Contractor's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.

(b) *Primary Insurance.* The Contractor's General Liability insurance coverage must be primary insurance as it pertains to the Indemnified Parties. Any insurance or self-insurance maintained by the Indemnified Parties is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.

(c) *Cancellation.* The insurance policies required must be endorsed to state that coverage will not be canceled by either party, except after thirty (30) days' prior written notice to the City by certified mail, return receipt requested. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" shall be deleted from all certificates.

(d) *Active Negligence.* Coverage shall not extend to any indemnity coverage for the active negligence of the additional insureds in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) *Waiver of Subrogation.* Contractor insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this contract.

6. Claims Forms. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:

(a) *Retro Date.* The "Retro Date" must be shown, and must be before the date of the contract or the beginning of the contract work.

(b) *Maintenance and Evidence.* Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

(c) *Cancellation.* If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(d) *Copies.* A copy of the claims reporting requirements must be submitted to the City for review.

7. Acceptability of Insurers. Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers ("LESLI") with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.

8. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by Article I, section C. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance

policies, including endorsements evidencing the coverage required by these specifications.

9. Subcontractors. Contractor must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to all of the requirements included in these specifications.
10. Not a Limitation of Other Obligations. Insurance provisions under this Article shall not be construed to limit the Consultant's obligations under this contract, including Indemnity.

ARTICLE II. CITY OBLIGATIONS

A. Compensation.

1. Amounts. City shall reimburse Contractor for the costs it incurs for work performed under this contract not to exceed a maximum reimbursement of **\$63,777**. Contractor shall not submit claims to the City nor shall City reimburse Contractor for costs for which Contractor is reimbursed from a source other than the funds allocated for work under this contract.
2. Limitation. With regard to compensation stated in Article II, section A.1, above, Contractor may be reimbursed only to the extent and in the amounts that funds have been made available pursuant to applications for Federal assistance. No City funds in excess of those provided by the Federal government under such applications may be the source of reimbursement under this Contract.
3. Compensation Schedule. City shall pay Contractor quarterly progress payments upon certification and submittal by Contractor of a statement of actual expenditures incurred, provided, however, that not more than 90% of the total agreed compensation will be paid during the performance of this contract. The balance due shall be paid upon certification by Contractor that all of the required services have been completed. Payment by City is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. The 10% retention will not apply to acquisition or service contracts.
 - a. Claim Due Dates. Contractor shall submit quarterly claims to the City by the deadlines listed below in order to meet HUD's strict expenditure standards:

- Q1. July 1 - September 30: Due October 15
- Q2. October 1 – December 31: Due January 15
- Q3. January 1 - March 31: Due April 15
- Q4. April 30- June 30: Due July 15

Failure to submit claims by these deadlines may result in recapturing of the grant funds. Any extension requests must be approved by all parties.

4. Expenditure Standard. In order to insure effective administration and performance of approved ESG Projects and to meet HUD performance standards, Contractor agrees that it shall expedite implementation of the Project described herein expending all contracted funds within the term of the contract. In the event that reasonable progress has not been made and all funds are not expended within the term period, the City shall notify the Contractor of the expenditure and implementation deficiency. Contractor will have a total of 60 days from the date of the City's written notification to correct the deficiency. If the deficiency is not corrected within that time, Contractor agrees that the City may

reallocate the amount of the expenditure deficiency.

ARTICLE III. ETHICS

A. Financial Interests of Contractor

1. Disclosure Required. Contractor is required make the disclosures detailed in Attachment "C". Contractor may also be designated as a "Consultant" for the purposes of the Political Reform Act ("PRA") conflict of interest and disclosure provisions by the City, and shall report economic interests as required by the City to the City Clerk on the required Statement of Economic Interests ("SEI") in such reporting categories as required by the City or the City Attorney, thereby becoming a "FPPC filer."
2. No Participation in Decision. Regardless of whether Contractor is designated as an FPPC Filer, Contractor shall not make, or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Contractor knows or has reason to know Contractor has a financial interest other than the compensation promised by this contract.
3. Search to Determine Economic Interests. Regardless of whether Contractor is designated as an FPPC Filer, Contractor warrants and represents that Contractor has diligently conducted a search and inventory of Contractor's economic interests, as the term is used in the regulations promulgated by the Fair Political Practices Commission, and has determined that Contractor does not, to the best of Contractor's knowledge, have an economic interest which would conflict with Contractor's duties under this contract.
4. Promise Not to Acquire Conflicting Interests. Regardless of whether Contractor is designated as an FPPC Filer, Contractor further warrants and represents that Contractor will not acquire, obtain, or assume an economic interest during the term of this contract which would constitute a conflict of interest as prohibited by the Fair Political Practices Act.
5. Duty to Advise of Conflicting Interests. Regardless of whether Contractor is designated as an FPPC Filer, Contractor further warrants and represents that Contractor will immediately advise the City Attorney of City if Contractor learns of an economic interest of Contractor's that may result in a conflict of interest for the purpose of the Fair Political Practices Act, and regulations promulgated thereunder.
6. Specific Warranties Against Economic Interests. Contractor warrants, represents and agrees:
 - (a) That neither Contractor, nor Contractor's immediate family members, nor Contractor's employees or agents ("Contractor Associates") presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of Attachment A, or in any property within 2 radial miles from the exterior boundaries of any property which may be the subject matter of the Attachment A, ("Prohibited Interest"), other than as listed on the SEI, if one was required.
 - (b) That no promise of future employment, remuneration, consideration, gratuity or other reward or gain has been made to Contractor or Contractor Associates in connection with Contractor's performance of this contract. Contractor promises to advise City of any such promise that may be made during the term of this contract and for twelve months thereafter.

(c) That Contractor Associates shall not acquire any such Prohibited Interest within the term of this contract, or for twelve months after the expiration of this contract, except with the written permission of City.

(d) That Contractor may not conduct or solicit any business for any party to this contract, or for any third party that may be in conflict with Contractor's responsibilities under this contract, except with the written permission of City.

ARTICLE IV. INDEMNIFICATION

A. Defense, Indemnity, and Hold Harmless.

1. General Requirement. The City, its elected and appointed officers, agents, attorneys, employees and volunteers (collectively, "Indemnified Parties") shall not be liable for, and Contractor shall defend and indemnify the Indemnified Parties, against any and all injury to person, including death and dismemberment, or property (real or personal), claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected with the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, volunteers, licensees or servants, including without limitation, Claims caused by the concurrent act, error, omission or negligence, whether active or passive, of the Indemnified Parties. However, Contractor shall have no obligation to defend or indemnify City from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the Indemnified Parties.
2. Additional Requirement. Contractor and its successors, assigns, and guarantors, if any, jointly and severally agree to indemnify, defend (with counsel selected by City), reimburse, and hold the Indemnified Parties harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), or loss, including attorneys' fees, consultants' fees, and experts' fees which arise during or after the contract term for any losses incurred in connection with investigation of site conditions, or any cleanup, remedial, removal or restoration work required by any hazardous materials laws because of the presence of hazardous materials, in the soil, ground water or soil vapors on the premises (hereinafter, "Premises"), and the release or discharge of hazardous materials by Contractor during the course of any alteration or improvements of the Premises of Contractor, unless hazardous materials are present solely as a result of the gross negligence or willful misconduct of the Indemnified Parties. The indemnification provided by this section shall also specifically cover costs incurred in responding to:
 - (a) Hazardous materials present or suspected to be present in the soil, ground water to or under the Property before the Commencement date;
 - (b) Hazardous materials that migrate, flow, percolate, diffuse, or in any way move on to or under the Property following the Commencement Date; or
 - (c) Hazardous materials present on or under the Property as a result of any discharge, release, dumping, spilling (accidental or otherwise), onto the Property during or after the Term of this contract by any person, corporation, partnership or entity other than City.

The foregoing environmental indemnities shall survive the expiration or termination of the contract, any or any transfer of all or any portion of the Premises, or of any interest in this contract, and shall be governed by the laws of the State of California.

3. Costs of Defense and Award. Included in the obligations to defend indemnify and hold harmless, above, is the Contractor obligation to defend, at Contractor's own cost, expense and risk, any and all aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Parties. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties for any and all legal expense and cost incurred by each of them in connection therewith.
4. Insurance Proceeds. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.
5. Declarations. Contractor's obligations under Article IV shall not be limited by any prior or subsequent declaration by the Contractor.
6. Enforcement Costs. Contractor agrees to pay any and all costs City incurs enforcing the indemnity and defense provisions set forth in Article IV.
7. Survival. The foregoing indemnities shall survive the expiration or termination of the contract any or any transfer of all or any portion of the Premises, or of any interest in this contract and shall be governed by the laws of the State of California.

ARTICLE V. TERMINATION OF CONTRACT

A. Termination for Convenience. Either party may terminate this contract after thirty days written notice of intent to terminate has been given to the other party. However, no notice of termination given by Contractor shall be effective unless HUD has agreed to release City from its obligations pursuant to the Project. If the contract is terminated under this paragraph, all finished and unfinished documents and other materials described herein (including, but not limited to items discussed in Attachment "A") shall, at the option of the City, become City's sole and exclusive property. If the contract is terminated by City under this paragraph, Contractor shall be entitled to receive just and equitable compensation, in an amount based on available funds under the ESG Program or the Project, but not to exceed that payable under this contract, for any satisfactory work completed to the effective date of such termination. Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth herein.

B. Automatic Termination. This contract shall terminate at the discretion of the City if the United States Government terminates the ESG Program or the Project. City shall provide written notice to Contractor of the intent to terminate under such grounds. In that event, all finished and unfinished documents and other materials described herein (including but not limited to items discussed in Attachment "A") shall, at the option of the City, become City's sole and exclusive property. If the contract is terminated by City as provided in this paragraph, Contractor shall be entitled to receive just and equitable compensation, in an amount based on available funds under the ESG Program or the Project, but not in an amount to exceed that payable under this contract, for any satisfactory work completed to the effective date of such termination. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set

forth herein.

C. Termination of Contract for Cause. Contractor and City recognize that the City is the governmental entity which executed the grant agreement received pursuant to the City's application and that City is responsible for the proper performance of the Project. If Contractor fails to fulfill in a timely and proper manner its obligations under this contract to undertake, conduct or perform the Project identified in this contract, or if Contractor violates any state laws or regulations or local ordinances or regulations applicable to implementation of the Project, or if Contractor violates any provisions of this contract, City shall have the right to terminate this contract by giving at least five days written notice to Contractor of the effective date of termination. Even if City terminates the contract, Contractor shall remain liable to City for all damages sustained by City due to Contractor's failure to fulfill any provisions of this contract, and City may withhold any reimbursement payments from Contractor for the purpose of set-off until the exact amount of damages due to City from Contractor is determined. Contractor hereby expressly waives any and all claims for damages for compensation arising under this contract except as set forth in this section in the event of such termination.

ARTICLE VI. RECORDS RETENTION AND ACCESS

A. Records and Reports. The Contractor shall maintain records and make such reports as required by the City Manager to enable the City to analyze and audit Contractor's project. All records of the Contractor related to this Contract or work performed under this Contract shall be open and available for inspection by HUD and/or City auditors during normal business hours. Records shall be maintained for a period of at least five (5) years after the end of the grant term. This provision also applies to subcontractors and Contractor will require subcontractors to comply with this provision. City Data in any form shall not be sold or provided to a third party without the express written consent of City. City Data shall only be used to implement the Agreement and only by those that have a need to use said data.

B. Disclosure. The Contractor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Contractor's responsibilities with respect to services provided under this contract, is prohibited by federal privacy laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Quarterly Reports/Consolidated Annual Performance Evaluation Report (CAPER). Contractor shall provide the City with a quarterly report, submitted no later than fifteen (15) days after the last day of the previous quarter, which includes a narrative of the services provided, progress towards meeting the timeline goals stated in the contract, and an itemized accounting of the expenditures of ESG funds during the previous quarter, and number of unduplicated clients served. In addition, Contractor will submit an annual CAPER report. Failure to submit quarterly reports and CAPER report in a timely manner will result in withholding of ESG funds until the report has been submitted. Evidence of match must be submitted with each quarterly and annual report (CAPER).

D. Due Dates.

- Q1. July 1 - September 30: Due October 15
- Q2. October 1 – December 31: Due January 15
- Q3. January 1 - March 31: Due April 15

Q4. April 3 - June 30: Due July 15

ARTICLE VII. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

A. **Project Completion.** Within ninety (90) calendar days following Project completion or termination by City, Contractor agrees to submit a final certification of Project expenses and audit reports, as applicable.

B. **Audit of Consultants.** Contractor agrees to perform financial and compliance audits the City may require. The Contractor also agrees to obtain any other audits required by City. Contractor agrees that Project closeout will not alter Contractor's audit responsibilities.

C. **Project Closeout.** Project closeout occurs when City notifies the Contractor that City has closed the Project, and either forwards the final payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by City does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from City

ARTICLE VIII. MISCELLANEOUS PROVISIONS

A. **Contract Administration.** The City Manager or designee shall administer this contract on behalf of the City. The Executive Director of South Bay Community Services shall administer this contract on behalf of the Contractor. Within a reasonable time after the City makes a request, Contractor shall give the City progress reports or other documentation as required by the City's Contract Administrator to audit Contractor's performance of this contract.

B. **Term.** This contract shall commence when executed by the parties and shall continue in effect until terminated as provided herein or until Contractor has carried out all its obligations under the contract. Services of the Contractor shall start on the **1st day of July, 2022 and end on the 30th day of June 2023**. With City approval, the term of this contract and the provisions herein shall be extended to cover any additional time period during which the Contractor remains in control of ESG funds.

C. **Actions on Behalf of the City.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever, as an agent or otherwise. Contractor shall have no authority, express or implied, to bind City or its members, agents, or employees, to any obligation whatsoever, unless expressly provided in this Agreement.

D. **No Obligations to Third Parties.** In connection with the Project, Contractor agrees and shall require that it's agents, employees, subcontractors agree that the City shall not be responsible for any obligations or liabilities to any third party, including its agents, employees, subcontractors, or other person or entity that is not a party to this Agreement. Notwithstanding that the City may have concurred in or approved any solicitation, subcontract, or third party contract at any tier, neither City shall have any obligations or liabilities to such other party.

E. **Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this contract, against the City unless a claim has first been presented in writing and filed with the City and acted upon by the City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon

request by City, Contractor shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

F. **Attorney's Fees.** Should a dispute arising out of this contract result in litigation, it is agreed that the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorney's fees and court costs incurred. The "prevailing party" shall be deemed to be the party who is awarded substantially the relief sought.

G. **Capacity of Parties.** Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this contract, and that all resolutions or other actions have been taken so as to enable it to enter into this contract.

H. **Governing Law/Venue.** This contract shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this contract shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue, to the extent permitted by law, for this contract, and performance hereunder, shall be the City of Chula Vista.

I. **Audit Costs.** Contractor shall reimburse City for all costs incurred to investigate and audit Contractor's performance of its duties under the Contract if Contractor is subsequently found to have violated the terms of the contract. Reimbursement shall include all direct and indirect expenditures incurred to conduct the investigation or audit. City may deduct all such costs from any amount due Contractor under this contract.

J. **Precedence.** This contract constitutes the entire agreement of the parties and supersedes any previous oral or written understandings or contracts related to the matters covered herein. This contract may not be modified except by written amendment executed by each party.

K. **Notice.** Any notice or notices required or permitted to be given pursuant to this contract shall be personally served by the party giving notice or shall be served by certified mail. Notices shall be sufficient if personally served on or if sent by certified mail, postage prepaid, addressed to:

Contractor:

«Agency»
«Signator_Title»
«Agency_Address»
«City_State» «Zip»

City:

City of Chula Vista
Housing Manager
276 Fourth Avenue
Chula Vista, CA 91910

IN WITNESS WHEREOF, the Consultant and City have executed this contract as of the date first written above.

IN WITNESS WHEREOF, the Consultant and City have executed this contract as of the date first written above.

CITY OF CHULA VISTA

Maria V. Kachadoorian,
City of Chula Vista City Manager

APPROVED AS TO FORM

Glen R. Googins,
City Attorney

«Agency»

Employer Federal ID: «Tax_ID»

DUNS ID: «DUNS»

«Signator_Title»