

**AN AGREEMENT FOR GRANT FUNDS BETWEEN THE CITY OF THOUSAND OAKS
AND BUSINESS-NAME
FOR \$XXXXX IN FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS (CDBG-CV) FUNDS FOR SMALL BUSINESS ASSISTANCE
GRANT PROGRAM**

THIS AGREEMENT is made and entered into this X day of XXX, 2020 by and between the **CITY OF THOUSAND OAKS**, a municipal corporation (herein referred to as "City"), and **BUSINESS-NAME**, (herein referred to as "Subrecipient"). City and Subrecipient agree, as set forth below.

On March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136, which included a one-time supplemental appropriation to the CDBG program to address the economic impacts of COVID-19. CDBG-CV funds must be used to prevent, prepare for, and respond to the COVID-19 pandemic. The funding for the Grant Program will come exclusively from the supplemental CDBG-CV allocation.

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1. CITY'S SUBGRANT OF CDBG-CV FUNDS

City hereby approves Subrecipient to receive a portion of the City's Community Development Block Grant Coronavirus (CDBG-CV) entitlement funds from the U.S. Department of Housing and Urban Development (HUD) totaling \$XXXX.00 (approved by City Manager, XXXX, 2020) to fund the **SMALL BUSINESS ASSISTANCE GRANT PROGRAM** for selected, income-eligible Thousand Oaks residents.

2. ACTIVITY DESCRIPTION

Under this Agreement, Subrecipient is granted \$XXXX.00 of the City's CDBG-CV entitlement funds from the U.S. Department of Housing and Urban Development (HUD) to fund the **SMALL BUSINESS ASSISTANCE GRANT PROGRAM**. Funds will provide payroll and / or rent/mortgage assistance, as more fully described in Exhibit A and Exhibit B, attached hereto and incorporated herein. All funds must be spent by June 30, 2021. By accepting these funds, Subrecipient is committing to creating or retaining jobs for low to moderate income individuals/. Subrecipient also affirms that they have not already received and will not seek, other financial assistance for the expenses covered by this Agreement (duplication of benefits) [Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155)]

3. ADMINISTRATIVE REQUIREMENTS

(a) Uniform Administrative Requirements

Subrecipient is hereby required to comply with the applicable uniform administrative requirements, as described in 24 CFR § 570.502.

(b) Other Administrative Requirements

Subrecipient agrees to comply with Title 24 of the Code of Federal Regulations, Part 570 [U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)], including subpart K of these regulations, except that (1) Subrecipient does not assume City's environmental responsibilities, described in 24 CFR 570.604; and (2) Subrecipient does not assume City's responsibility for initiating the review process under 24 CFR Part 52.

4. NATIONAL OBJECTIVE

Primary Benefit to Low and Moderate-Income Persons

The CDBG-funded activity authorized under this Agreement shall meet HUD's national objective of primary benefit to Low- and Moderate-Income persons. At least 51 percent of the clients served will be below 80 percent of 2020 or 2021 (whichever is applicable) HUD income limits for the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (MSA). Subrecipient will assist City in obtaining the documentation required to verify each participating employee's income eligibility to benefit from a CDBG-funded activity.

5. GRANT PAYMENT

(a) Maximum and Rate

The total grant payable by the City for the CDBG-CV-funded activity described herein SHALL NOT EXCEED **\$\$XXXX.00**, pursuant to the activity budget, included as Exhibit B to this Agreement.

(b) Payment Schedule

Funds will be available to Subrecipient upon receipt of a fully executed Agreement. Subrecipient shall provide documentation as to how funds were spent, as well as demographic data on employees served, as part of the reporting requirement described in sections 12 and 36 below. These funds are provided for the program described in Section 2 above. If the program ceases before all funding is expended, if the funds are not used for the authorized purpose, if Subrecipient is unable to meet the 51% LMI job retention/creation threshold or ceases to operate during the term of this Agreement, or if the funds are not properly expended within the term required, the funds shall be returned or reimbursed to the City.

(c) **Term**

Agreement term shall commence on (Date of CMO Approval), 2020 and end on June 30, 2022, or until such time as Subrecipient has demonstrated compliance with HUD requirements of 51% Low to Moderate income job retention/creation, whichever occurs sooner.

6. CITY PROJECT MANAGER

City's "Project Manager," as that staff person is designated by City from time to time, is Housing Coordinator Lynn Oshita of the City's Community Development Department.

7. PROGRESS AND COMPLETION; DELAY DAMAGES

Subrecipient shall commence the services to be performed under this Agreement following receipt of an executed contract from the City Clerk. Should the required work not be completed to the standards set forth in "Exhibit A," or be incomplete in any way by the end term of this agreement, the Project Manager may take appropriate action under this Agreement, at law or in equity, including requiring Subrecipient to repay to City any funds received under this Agreement.

8. SUBRECIPIENT PROJECT MANAGER

Applicant-Name, Business Owner is key member of Subrecipient's project team and shall be directly involved in performing, supervising or assisting in the performance of this CDBG-CV funded work. Subrecipient will communicate with the City's Project Manager and periodically report on the progress of the work.

9. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for Subrecipient's Damages**

Subrecipient holds the City, its elected officials, officers, and employees, harmless from all Subrecipient's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Subrecipient, to Subrecipient's employees, to Subrecipient's volunteers, contractors or subcontractors, whether damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Subrecipient is on City property, or which are connected, directly or indirectly, with the Subrecipient's performance of any activity or work required under this Agreement.

(b) **Defense and Indemnity of Third Party Claims/Liability**

Subrecipient shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of the Subrecipient or Subrecipient's volunteers, contractors, subcontractors, or the willful misconduct of Subrecipient or Subrecipient's volunteers,

contractors, subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) No Waiver

City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in Section 10 below.

10. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Subrecipient's indemnification of City, and prior to commencement of work, Subrecipient shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

Coverage shall be at least as broad as:

(a) Subrecipient shall, at Subrecipient's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits when applicable, as required by law. Subrecipient shall also, at Subrecipient's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$2,000,000 each claimant, and \$2,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

(b) All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. Subrecipient shall provide City with copies of certificates (on certificate form or an Accord form, as modified per City direction) for all policies.

11. FINANCIAL MANAGEMENT

(a) Accounting Standards

Subrecipient agrees to comply with 2 CFR Part 200 and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

(b) Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR, Part 230, formerly OMB Circular A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred, whether direct or indirect costs.

12. PERFORMANCE MONITORING

The City will monitor Subrecipient's performance against goals and performance standards, as stated in this Agreement. The Performance Report attached as "Exhibit C" to this Agreement provides HUD standards and instructions for reporting. Substandard performance, as determined by the City, will constitute non-compliance with this Agreement. If Subrecipient fails to correct substandard performance within a reasonable period of time after being notified by City, contract suspension or termination procedures may be initiated.

13. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and, in no event, shall Subrecipient be considered an officer, agent, servant or employee of City. City is exempt, and Subrecipient shall be solely responsible for, any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

14. CORRECTIONS

In addition to the above-described indemnification obligations, Subrecipient shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Subrecipient's work activities, reports or plans, as described in the activity description (Exhibit A). Should Subrecipient fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Subrecipient or withheld from any funds due Subrecipient hereunder.

15. SUSPENSION OR TERMINATION

City, by notifying Subrecipient in writing, may upon 30 calendar days' notice, terminate without cause, any portion or all of the services agreed to be performed under this Agreement. In the event termination is for cause, no notice period need be given. In such event, Subrecipient shall be paid only to the extent required by law, and City may be entitled to a refund of all or a portion of the grant award according to the terms of Section 5(b). In the event of such termination, Subrecipient shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job.

In accordance with 2 CFR Part 200, City may suspend or terminate this Agreement if Subrecipient materially fails to comply with any items of this Agreement, which include (but are not limited to) the following:

(a) Failure to Comply

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

(b) Failure to Fulfill Obligations

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

(c) Improper Use of Funds

Ineffective or improper use of funds provided under this Agreement; or

(d) Incorrect or Incomplete Submittals

Submission of Subrecipient's reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, this Agreement may also be terminated for convenience by either the City or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, City may terminate the award in its entirety.

16. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Subrecipient of the final payment, and acceptance by City of Subrecipient's final report, shall operate as a release of City from, all claims and liabilities for compensation, for anything done, furnished, or relating to Subrecipient's work or services. Approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Subrecipient, its volunteers, employees, subcontractors, and agents, for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work performed by Subrecipient, its volunteers, employees, subcontractors, or agents.

17. RECORDS AND REPORTS TO BE MAINTAINED

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Full Description of CDBG-Funded Activities

Records providing a full description of each activity undertaken;

(b) Compliance with National Objectives

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) **Documenting Eligibility**

Records required to determine the eligibility of activities and beneficiaries;

(d) **Real Property Activities**

Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) **Fair Housing and Equal Opportunity**

Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;

(f) **Financial Records**

Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and

(g) **Other Program Requirements**

Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

18. RECORDS RETENTION

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the later of the following two dates: (1) the submission of the City's annual CAPER report to HUD, in which the activity assisted under this Agreement is reported on for the final time; or (2) the date on which the relevant project and activity files are completed or cancelled in IDIS. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited, and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

19. BENEFICIARY DATA

(a) **Beneficiary Data**

Subrecipient shall maintain data demonstrating beneficiary eligibility for the CDBG-funded activity provided for under this Agreement. Such data shall include, but not be limited to, beneficiary name, address, income level or other basis for determining eligibility, and description of benefits provided. Such information shall be made available to City monitors or their designees, on request, for review of said data.

(b) **Disclosure**

Subrecipient understands that beneficiary information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the City's administration, or Subrecipient's responsibilities with respect to CDBG-funded benefits provided under this Agreement, is prohibited by Article 1, Section 1 of the California Constitution, unless written consent is obtained from such person

receiving benefit and, in the case of a minor, that of a responsible parent or guardian.

20. CLOSE-OUTS

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

21. 2 CFR PART 200 AND INSPECTIONS

All Subrecipient's records with respect to any matters covered by this Agreement shall be made available to the City, as grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt of audit findings. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. At the City's request, Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR Part 200.

22. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon strict performance of any provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

23. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole, according to its common meaning or purpose, of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders, or vice versa.

24. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

25. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

26. NONDISCRIMINATION

Subrecipient shall comply with the federal Americans with Disabilities Act, Public Law 101-336, "Title II of the Americans with Disabilities Act of 1990", and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

27. CAPTIONS

The captions or headings herein are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

28. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers, and any others who may claim through it, to this Agreement.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Subrecipient's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other Agreements, either oral or in writing, between the parties hereto with respect to the expenditure of CDBG funds, and contains all of the covenants and Agreements between the parties with respect to said expenditures. Any modifications of this Agreement will be effective only if it is in writing and signed by both the City and Subrecipient.

30. AMENDMENTS

The City or Subrecipient may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, and is executed in writing, signed by a duly authorized representative of each organization, and, if required, approved by the City Council. Such amendment shall not invalidate this Agreement, nor relieve or release City or Subrecipient from its obligations under this Agreement.

City may, at its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or the schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

31. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

32. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the U.S. mail, postage prepaid, and addressed as follows:

TO CITY: City of Thousand Oaks
Attention: Lynn Oshita, CD Analyst
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

TO SUBRECIPIENT: Business-Name
Attention: Applicant-Name
Applicant-Address1
Applicant-Address2

33. FEDERAL FUNDS RECOGNITION

Subrecipient shall ensure recognition of the CDBG funds, sub-granted by the City of Thousand Oaks, and granted by the U.S. Department of Housing and Urban Development (HUD) to support Subrecipient's activity. To accomplish this recognition, during performance of the scope of work, Subrecipient shall post a sign, or use other appropriate means, to acknowledge the use of Federal CDBG funds from the City of Thousand Oaks and the U.S. Department of Housing and Urban Development. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

34. REPORTING AND PAYMENT PROCEDURES

(a) Program Income

Subrecipient shall, at the conclusion of the activity, report all program income [as defined at 24 CFR 570.500(a)] generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City. As noted in Exhibit B, this activity is not expected to generate any program income.

(b) Indirect Costs

If indirect costs are charged, that differ from the Budget in Exhibit B, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate

share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

35. PAYMENT PROCEDURES

Upon receipt of fully executed Agreement, City will pay Subrecipient funds available under this Agreement, based on information submitted by Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by Subrecipient, and not-to-exceed actual cash requirements.

36. PERFORMANCE REPORTS

Subrecipient shall submit regular Performance Reports (Exhibit C) to the City in the form, content, and frequency required by the City's Project Manager.

37. PROCUREMENT

(a) Compliance

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

(b) OMB Standards

Unless otherwise specified in this Agreement, Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR Part 200 when using grant funds for such purposes.

38. USE AND REVERSION OF ASSETS

The CDBG funds granted under this Agreement shall be used to meet the national objective of "Primary Benefit to Low- and Moderate-Income Persons", as described in §570.208 (formerly §570.901) until at least five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

(a) Grant Funds

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

(b) Equipment

In all cases in which equipment that is acquired, in whole or in part, with funds under this Agreement is subsequently sold, the proceeds shall be program income

(prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment.) Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

PERSONNEL AND PARTICIPANT CONDITIONS

39. Civil Rights

(a) Compliance

Subrecipient agrees to comply with California Civil Code § 51 et seq. and with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; § 104(b) and § 109 of Title I of the Housing and Community Development Act of 1974, as amended; § 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. In addition, the applicable non-discrimination provisions in § 109 of the Housing and Community Development Act of 1974 apply to this Agreement.

40. SECTION 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. City shall provide Subrecipient with any guidelines necessary for compliance with the regulations in force during the term of this Agreement.

41. AFFIRMATIVE ACTION

(a) Approved Plan

Subrecipient agrees to implement the Affirmative Action Plan, included as Exhibit D to this Agreement. This plan is in keeping with the President's Executive Order 11246 of September 24, 1965 (as initially adopted and amended to its current version.) Upon request, City shall provide Subrecipient with additional Affirmative Action guidelines to assist in the formulation of such a program.

(b) Women- and Minority-Owned Businesses (W/MBE)

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises, the maximum practicable opportunity to participate in the performance of this Agreement. As used herein, the terms "small business" means a business that meets the criteria set forth in § 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business

enterprise” means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are such groups including, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Indian tribes, Asian Pacific Americans, Native Hawaiian Organizations, and other minorities.

Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(c) Access to Records

Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

42. EQUAL OPPORTUNITY PROVISIONS

(a) During the performance of this Agreement, Subrecipient agrees to comply with the following federal provisions.

(i) Executive Order 11246 requires that during the performance of this Agreement, Subrecipient agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of the nondiscrimination clause.

(ii) Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et. seq. requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and subcontracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the project area.

(iii) Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

(iv) Section 109, Title 1 of the Housing and Community Development Act of 1974 provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.

(v) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

(b) Subrecipient will, in all its solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer.

EMPLOYMENT RESTRICTIONS

43. Prohibited Activity

Subrecipient is prohibited from using funds provided herein, or personnel employed in the administration of the program, for political activities, religious activities, lobbying; political patronage and/or nepotism activities.

44. SECTION 3 CLAUSES

(a) Compliance

Compliance with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations in 24 CFR 135, and all applicable rules and orders issued hereunder, shall be a condition of the Federal financial assistance provided hereunder and binding upon the City, Subrecipient and any of Subrecipient's contractors and subcontractors. Failure to fulfill these requirements shall subject the City, Subrecipient and Subrecipient's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

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

Subrecipient further agrees to ensure that training and employment opportunities arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation, housing construction, or other public construction project to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project

is located, and to low- and very low-income participants in other HUD programs. Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

(b) Notifications

Subrecipient agrees to send to each labor organization or workers' representative, with which it has a collective bargaining Agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under the herein Section 3 requirements and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

45. CONDUCT

(a) Assignability

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

46. HATCH ACT

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

47. CONFLICT OF INTEREST

Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

(a) Written Code of Conduct:

Subrecipient shall maintain a written code or standards of conduct to govern the performance of its officers, employees or agents in the award and administration of contracts supported by Federal funds.

(b) Avoiding Conflict of Interest:

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

(c) No Financial Interest:

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

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

48. LOBBYING

Subrecipient hereby certifies that:

(a) No Contract Funding for Lobbying Activities:

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

(b) Requirement to Disclose Lobbying Activities:

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

(c) Lobbying Certification

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

49. RELIGIOUS ACTIVITIES

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

50. SYSTEM FOR AWARD MANAGEMENT (SAM)

Subrecipient acknowledges that Federal funds are being used for this Agreement and that compliance with all material obligations is required by Federal or state law in reporting work completed with said funds. Subrecipient herein certifies that it is eligible

to participate in this Federally funded contract, pursuant to the “System for Award Management (SAM)” database, as maintained by the General Services Administration and required by 2 CFR, part 180.

51. DRUG-FREE WORKPLACE

Subrecipient agrees it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance that is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about –

- (i) The dangers of drug abuse in the workplace;
- (ii) The grantee’s policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 above;

(d) Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –

- (i) Abide by the terms of statement; and
- (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(e) Notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –

- (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

52. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

This grant was made as of the date first written above in Thousand Oaks, California.

BUISNESS-NAME

Signer-Name-Title

2nd Signer-Name-Title

CITY OF THOUSAND OAKS

ATTEST:

Andrew P. Powers, City Manager

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Friedl, Deputy City Attorney

Attachments:

Exhibit A: Grant Information

Exhibit B: Grant Budget

Exhibit C: Performance Report Forms

Exhibit D: Affirmative Action Plan

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SAMPLE

IMPORTANT
PLEASE READ BELOW REGARDING SIGNATURE REQUIREMENTS

Signature requirements vary as follows, depending on whether Consultant is conducting business in the capacity of a corporation, limited liability company, general partnership, limited partnership, or as an individual:

- Where the contract is with a consultant doing business as a **corporation**, Corporations Code Section 313 requires the contract to be signed by:
 - (i) One officer from the corporation’s “operational group” consisting of the chairman of the board, the president, or any vice president; and,
 - (ii) One officer from the corporation’s “financial group” consisting of the secretary, or assistant secretary, or the chief financial officer or any assistant treasurer.
- Where the contract with a consultant doing business as a **limited liability company**, the contract should be signed by at least two managers of the limited liability company, or by one manager in the case of a limited liability company whose articles of organization state that it is managed only by one manager.
- Where the contract is with a Consultant conducting business as a **general partnership, limited partnership or limited liability partnership** the contract should be signed by a least one general partner having apparent authority to enter into the contract on behalf of the partnership.
- Where the contract is with a consultant doing business in his **individual** capacity, the contract must be signed by that individual.

Where the contract is with a consultant doing business as a corporation, limited-liability company, general partnership, limited partnership, or limited liability partnership, the signature lines should always include the typed-in name and title of the person or persons executing the contract on behalf of Consultant, as well as the business name of Consultant.

Where the contract is with a Consultant doing business as an individual, the signature lines need only include the typed-in name of Consultant, as well as Consultant’s business name when Consultant is doing business under a name other than Consultant’s own name.

EXHIBIT A

Grant Information CDBG-CV Funded Activity

Activity Information				
Subrecipient Name:				
Business Name:				
Business Address:				
Grant Amount:	\$		City Business License Number:	
Existing at time of Application		Full Time Total Job Count	Part-Time Total Weekly Hours	Total FTE
Number of Non-Low/Mod jobs:				
Number of Low/Mod jobs:				
<i>Total jobs at time of Application:</i>				
<i>Percent of low/mod jobs at time of Application:</i>				
Expected to Achieve (Goal)		Full Time Total Job Count	Part-Time Total Weekly Hours	Total FTE
Number of jobs to be created:				
Number of jobs to be retained:				
<i>Total Jobs to be Created and Retained:</i>				
CDBG National Objective:	Low Mod Jobs (LMJ)			
National Objective Documentation and Description of Benefit:	Program requires all existing employees to complete an intake-assessment form upon entry as well as all new hires. Careful records are maintained for each client tracking the nature and value of services provided. At least 51% of the clients served will be below 80% HUD income limits for Ventura County. Current HUD Section 8 Program Annual Household Income Limits for Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (MSA).			
IDIS Activity / Matrix Code:	[18A] Economic Development Direct Financial Assistance to For-Profit.			
IDIS Objective/Outcome:	IDIS Objective: Sustainability (3)	IDIS Outcome: Economic Opportunity (EO)		
Describe COVID-19 Nexis:				
Subrecipient Information				
Grantee's Address:				
Name of Business Owner:				
Responsibilities of Business Owner:	Directly involved in performing, supervising or assisting in the performance of this CDBG-CV funded work and communicates with the City report on the grant progress.			
Phone Number:		Contact E-mail:		Duns #:

EXHIBIT A

HUD Assessment				
CDBG Environmental Assessment:	<input type="checkbox"/> In Progress	<input type="checkbox"/> Completed	<input type="checkbox"/> Exempt	Report Date:
CDBG Grantee Disbarment Report:	<input type="checkbox"/> SAM Clear	<input type="checkbox"/> SAM Not Clear		Report Date:

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SAMPLE

EXHIBIT B

Grant Budget
BUSINESS-NAME
SMALL BUSINESS ASSISTANCE GRANT PROGRAM
CDBG-CV Award

REVENUE	
City of Thousand Oaks CDBG-CV Grant	\$ XXXX
EXPENSES	
1. Salaries (Payroll)	XXXX
2. Mortgage / Rent	XXXX
3. TOTAL EXPENSES	\$ XXXX
4. NET (Revenue less Expenses)	\$ 0

Note: This CDBG-CV funded activity is not expected to purchase assets. City's approval would be required prior to purchasing items with CDBG-CV funds. Items of value are considered to be CDBG-owned assets to be tracked by the City over the item's useful life. City requires documentation and justification for items purchased with CDBG-CV funds.

This CDBG-CV funded activity may be used for payroll, or rent/mortgage payments.

This CDBG-CV funded activity is not expected to generate Program Income.

CDBG-CV anticipated use of funding as described from application: (Scope of Work)	[ANTICIPATED USES OF FUNDING (Import from application)]
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City of Thousand Oaks

PERFORMANCE REPORT - CDBG-CV GRANTEE

Year 1: 1Qrt-(Jul-Sep 2020) 2Qrt-(Oct-Dec 2020) 3Qrt-(Jan-Mar 2021) 4Qrt-(Apr-Jun 2021)

Year 2: 1Qrt-(Jul-Sep 2021) 2Qrt-(Oct-Dec 2021) 3Qrt-(Jan-Mar 2022) 4Qrt-(Apr-Jun 2022)

Final Report: A summary for all activities from application to final report and includes the total job retained count and total job created count for all periods.

Report Date:	
Contract Number:	
Grantee Name:	
Address:	
Contact Person:	
Phone Number:	
E-mail Address:	
<p>1. Describe progress made to achieve activity goals as described in Exhibit A to the Grant contract to create or retain jobs. Describe how the positions were marketed to fill the low/mod job. Describe reasons if there were any job loss.</p>	
<p>2. Report Grant funds expended during the reporting period. Performance reports must be accompanied by an itemized description and/or justification for each cost incurred and a brief description of the activity charged to the City's grant in the general ledger and a copy of the cancelled check. For salary costs, please also submit a time sheet for each person/position charged to City funds, including name, date and number of hours worked. For rent or mortgage payment, please also submit copy of rent bill or mortgage statement that was charged to the City funds.</p>	
<p>3. Report any program income earned from CDBG funds received from the City during previous period. State whether funding will be expended during the grant year on the approved CDBG-CV funded activity OR returned to the City. If no program income was earned, state below "No income earned from CDBG funds during previous period."</p>	
<p> </p>	

Exhibit C

CDBG-CV-Funded ED Grant Agreement

4. Report job count. (See instruction page for sample calculation for % of by FTE Low/Mod Jobs.)

	Total Job Count		Total Weekly Hours		Percentage by FTE
	Full Time*	Full Time Low/Mod	Part Time*	Part Time Low/Mod	Low/Mod Jobs
<i>*Number includes both non-low/mod and low/mod count.</i>					
Enter the total number of jobs at application:					
Enter the total number of jobs actually created:					
Enter the total number of jobs actually retained:					
Of Jobs Created, Number of Jobs with Employer Sponsored Health Care Benefits:					
Of Jobs Created, Number of Persons Unemployed Prior to Taking Jobs Created Under this Activity:					
For every new job created, attach an Economic Development Program-Self-Certification of Income Form.					
Of Jobs Retained, Number of Jobs with Employer Sponsored Health Care Benefits:					
Number of Job Loss that will not be retained since application:					
For each of the nine job categories below, enter the number of jobs created in this program year in the first column and the number of jobs retained in this program year in the second column.					
Job Category	Number of Jobs Created		Number of Jobs Retained		
Officials and Managers:					
Professional:					
Technicians:					
Sales:					
Office and Clerical:					
Craft Worker (Skilled):					
Operatives (Semi Skilled):					
Laborers (Unskilled):					
Service Workers:					

5. Use the table to report Direct Benefit Data by Persons beneficiary information for the reporting period. The totals from 'Employee by Household Income' and 'Race' must equate to the same total number. (See instruction for sample.)

STATISTICAL SUMMARY FOR CDBG-CV GRANT-FUNDED ACTIVITIES

Year 1: 1Qrt-(Jul-Sep 2020) 2Qrt-(Oct-Dec 2020) 3Qrt-(Jan-Mar 2021) 4Qrt-(Apr-Jun 2021)

Year 2: 1Qrt-(Jul-Sep 2021) 2Qrt-(Oct-Dec 2021) 3Qrt-(Jan-Mar 2022) 4Qrt-(Apr-Jun 2022)

Final Report: This would be a summary for all activities from application to final report and includes the total job retained count and total job created count for all periods.

GRANTEE NAME:

EMPLOYEE BY HOUSEHOLD INCOME CATEGORIES (UNDUPLICATED)		Total Employee
a.	Extremely Low-Income (0-30% AMI):	
b.	Low-Income (31-50% AMI):	
c.	Moderate-Income (51-80% AMI):	
d.	Non-Low/Moderate-Income (< 81% AMI):	
Total Jobs* (a + b + c + d):		
Total Clients Served total must equal Race totals below.		

RACE & ETHNICITY CATEGORIES (UNDUPLICATED)		Race	ETHNICITY HISPANIC CULTURE
1.	White		
2.	Black/African American		
3.	Asian		
4.	American Indian/Alaska Native		
5.	Native Hawaiian / Other Pacific Islander		
6.	American Indian / Alaska Native and White		
7.	Asian and White		
8.	Black/African American and White		
9.	Amer. Indian / Alaska Native and Black / African American		
10.	Other Multi-Racial		
Total Race* and Ethnicity (add rows 1 thru 10):			
Total Race totals must equal Total Employee totals above (yellow).			

Total Number of Employees as Female Head of Households:

City of Thousand Oaks CDBG Funded Activity - Economic Development Program
SELF-CERTIFICATION of EMPLOYEE

Name of Business:	
--------------------------	--

The information provided on this form is for program guideline and HUD reporting purposes only.

Part I: Confidential Participant / Beneficiary Income Certification

(Must completed and signed by employee.)

The dollar amounts represent annual household income HUD (Section 8 Program Limit) for the 2020 Income Limits for Oxnard-Thousand Oaks-Ventura, CA Metropolitan Statistical Area (MSA). **Step 1) Select the number of people in your Household.**

Step 2) Looking down the column, select your gross annual household income range.

Gross Annual Income Range by Household Size	<input type="checkbox"/> 1 Person Household	<input type="checkbox"/> 2 Person Household	<input type="checkbox"/> 3 Person Household	<input type="checkbox"/> 4 Person Household	<input type="checkbox"/> 5 Person Household	<input type="checkbox"/> 6 Person Household	<input type="checkbox"/> 7 Person Household	<input type="checkbox"/> 8 Person Household
Extremely Low (0 - 30% MSA)	<input type="checkbox"/> \$0 - \$23,700	<input type="checkbox"/> \$0 - \$27,100	<input type="checkbox"/> \$0 - \$30,500	<input type="checkbox"/> \$0 - \$33,850	<input type="checkbox"/> \$0 - \$36,600	<input type="checkbox"/> \$0 - \$39,300	<input type="checkbox"/> \$0 - \$42,000	<input type="checkbox"/> \$0 - \$44,700
Low (31 - 50% MSA)	<input type="checkbox"/> \$23,701 - \$39,550	<input type="checkbox"/> \$27,101 - \$45,200	<input type="checkbox"/> \$30,501 - \$50,850	<input type="checkbox"/> \$33,851 - \$56,450	<input type="checkbox"/> \$36,601 - \$61,000	<input type="checkbox"/> \$39,301 - \$65,500	<input type="checkbox"/> \$42,001 - \$70,000	<input type="checkbox"/> \$44,701 - \$74,550
Moderate (51 - 80% MSA)	<input type="checkbox"/> \$39,551 - \$63,250	<input type="checkbox"/> \$45,201 - \$72,300	<input type="checkbox"/> \$50,851 - \$81,350	<input type="checkbox"/> \$56,451 - \$90,350	<input type="checkbox"/> \$61,001 - \$97,600	<input type="checkbox"/> \$65,501 - \$104,850	<input type="checkbox"/> \$70,001 - \$112,050	<input type="checkbox"/> \$74,551 - \$119,300
Non-Low/Moderate (Above 80% MSA)	<input type="checkbox"/> \$63,251 - Above	<input type="checkbox"/> \$72,301 - Above	<input type="checkbox"/> \$81,351 - Above	<input type="checkbox"/> \$90,351 - Above	<input type="checkbox"/> \$97,601 - Above	<input type="checkbox"/> \$104,851 - Above	<input type="checkbox"/> \$112,051 - Above	<input type="checkbox"/> \$119,301 - Above

Did you receive Employer Sponsored Health Care Benefits?	<input type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------------------------------	----------------------------------------------------------

Are you a fulltime employee or a part time employee?	<input type="checkbox"/> Full Time <input type="checkbox"/> Part-Time
------------------------------------------------------	-----------------------------------------------------------------------

Job Category (Select One)

Officials and Managers:	<input type="checkbox"/>	Sales:	<input type="checkbox"/>	Operatives (Semi Skilled):	<input type="checkbox"/>
Professional:	<input type="checkbox"/>	Office and Clerical:	<input type="checkbox"/>	Laborers (Unskilled):	<input type="checkbox"/>
Technicians:	<input type="checkbox"/>	Craft Worker (Skilled):	<input type="checkbox"/>	Service Workers:	<input type="checkbox"/>

I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for City or Federal funds, which may include immediate repayment of all City or Federal funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by city or federal personnel as part of compliance monitoring.

<input type="checkbox"/> By Checking this box, I agree to the above certification.	Date Certified:
-------------------------------------------------------------------------------------------	-----------------

Certifying Employee's Name and Job Title:	
-------------------------------------------	--

City of Thousand Oaks CDBG Funded Activity - Economic Development Program
SELF-CERTIFICATION of EMPLOYEE

Part II: Confidential Participant / Beneficiary HUD Demographic Information (If data is voluntarily left blank by employee, employer must complete confidential demographic data for Part II)			
	Female Head of Household:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Ethnicity:	<input type="checkbox"/> Not Hispanic	<input type="checkbox"/> Hispanic
	Race	(Select One)	
	White:	<input type="checkbox"/>	
	Black/African American:	<input type="checkbox"/>	
	Asian:	<input type="checkbox"/>	
	American Indian/Alaskan Native:	<input type="checkbox"/>	
	Native Hawaiian / Another Pacific Island:	<input type="checkbox"/>	
	American Indian/Alaskan Native & White:	<input type="checkbox"/>	
	Asian & White:	<input type="checkbox"/>	
	Black/African American & White:	<input type="checkbox"/>	
	American Indian/Alaskan & Black/African:	<input type="checkbox"/>	
	Other Multi-Racial:	<input type="checkbox"/>	
III: Confidential Participant / Beneficiary HUD Demographic Information (Employer must complete the following information)			
Date Employee was Hired:			
Job Type (Select One)	<input type="checkbox"/> Employed at time of application	<input type="checkbox"/> Filled a retained position	<input type="checkbox"/> Filled a new created position
I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for City or Federal funds, which may include immediate repayment of all City or Federal funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by city or federal personnel as part of compliance monitoring.			
<input type="checkbox"/>	By Checking this box, I agree to the above certification.	Date Certified:	
Certifying Employer's Name and Title:			

Reporting Instructions

PERFORMANCE REPORT REQUIREMENTS (Quarterly Report for Two Years Maximum)

Grant funds provided under Economic Development Small Business CDBG-CV Agreement are to be applied to expenditures incurred during the grant period. Performance reports must be accompanied by an itemized description and/or justification for each cost incurred. Documentation of jobs created and retained must be gathered through the Self-Certification form. All original documentation shall be retained by the Grantee at a minimum of 5-years after the grant is closed out by the City and available for an audit review, if requested by the City. Grantee may be monitored on site by City staff or U.S. Department of Housing and Urban Development (HUD) staff. Once the City receives all documentation and HUD compliance has been satisfied, the CDBG-CV activity with the business can be closed.

<u>Quarter</u>	<u>Report Period</u>	<u>Due Date</u>
1 st	July 1 to September 30	October 5
2 nd	October 1 to December 31	January 5
3 rd	January 1 to March 31	April 5
4 th	April 1 to June 30	July 5

LOW-INCOME BENEFIT

The overriding purpose of the City’s grant awards is to benefit predominantly low-income persons. For CDBG-CV funded grants, at least 51 percent (51%) of the employees must have a household annual income, as calculated by HUD, that falls within the HUD Income Limits for the Oxnard-Thousand Oaks-Ventura, CA Metropolitan Statistical Area. In determining client eligibility for CDBG-funded services, please refer to the following HUD income limits (gross annual household income adjusted for the size of the client’s household.)

2020 HUD Section 8 Program Annual Household Income Limits for
Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (MSA)

Annual Income	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8 Person Household
Extremely Low (30% MSA)	\$ 23,700	\$ 27,100	\$ 30,500	\$ 33,850	\$ 36,600	\$ 39,300	\$ 42,000	\$ 44,700
Very Low (50% MSA)	\$ 39,550	\$ 45,200	\$ 50,850	\$ 56,450	\$ 61,000	\$ 65,500	\$ 70,000	\$ 74,550
Low (80% MSA)	\$ 63,250	\$ 72,300	\$ 81,350	\$ 90,350	\$ 97,600	\$ 104,850	\$ 112,050	\$ 119,300

JOBS CREATED/RETAINED AND EMPLOYEE’S HOUSEHOLD INFORMATION

Pursuant to the City’s “Performance Report”, including the “STATISTICAL SUMMARY FOR CDBG-CV GRANT-FUNDED ACTIVITIES”, Grantee shall provide a progress status report on grant expenditures and progress in meeting program goals.

Grantee shall also maintain cumulative records on the jobs created or retained and certification of employee’s household income. Information to be submitted to the City includes number of jobs created and retained, type of job, number of female-head of household employees, and racial/ethnic data collected for categories designated by the U.S. Department of Housing and Urban Development according to the instructions on how to complete report.

Reporting Instructions

Reporting on job count.	Total Job Count		Total Weekly Hours		Percentage by FTE Low/Mod Jobs
Number includes both non-low/mod and low/mod count.	Full Time	Full Time Low/Mod	Part Time*	Part Time Low/Mod	
Field	Description				
Total Job Count Full Time	Enter the total number of full-time jobs.				
Total Job Count Full Time Low/Mod	Of the total number of full-time jobs, enter the number for LMI persons.				
Total Weekly Hours Part Time	Enter the total number of weekly part-time job hours (not the number of part-time jobs).				
Total Weekly Hours Part Time Low/Mod	Of the total number of weekly part-time job hours, enter the number for LMI persons.				
Percentage by FTE Low/Mod Jobs	This read-only field is a calculation from associated fields.				

Calculation Low/Mod Job Compliance

Full Time Equivalent (FTE) must be used to calculate how many low/mod jobs a business has. Please do not use in calculation the number of persons assisted or position created. Using the number of persons retained or positions created does not provide an accurate percentage of low/mod jobs.

Sample Calculation

A small business has 2 Full Time Employees and 7 Part Time Employees. No Full Time Employees are LMI and 5 Part Time Employees are LMI. Each part time employee works 20 hours per week. As in the sample calculation below, while it may seem like 55% are of low/mod job, it is actually only 45% low/mod job in the business. The following is a sample calculation measured by the percentage of FTE.

- A. Total # of full time jobs x 40 (ex: A1 X 40 = 2 fulltime jobs X 40 = 80)
- B. Total # of part time hours worked per week (ex: B1 X 20 = 7 jobs X 20 hours per week = 140)
- C. Total weekly hours worked by all jobs (A + B = 80 + 140 = 220)
- D. # of full time jobs that count as LMI x 40 (ex: D1 X 40 = 0 fulltime jobs X 40 = 0)
- E. # of part time hours worked per week that count as LMI (ex: E1 X 20 = 5 part time jobs X 20 = 100)
- F. Total weekly hours worked by LMI (D + E = 0 + 100 = 100)
- G. Calculate % of LMI FTEs (F / C = 100 / 220 = 45%) *(Do not use G1 below for % of LMI)*
(The small business does not meet 51% Low/Mod income compliance requirement.)

Calculation by Position

	Full Time	Part Time	Total	%
Total	A1 = 2	B1 = 7	C1 = 9	
Low/Mod	D1 = 0	E1 = 5	F1 = 5	G1 = 5/9 = 55%

Calculation by FTE (Weekly Hours)

	Full Time	Part Time	Total	%
Total	A = 80	B = 140	C = 220	
Low/Mod	D = 0	E = 100	F = 100	G = 45%

Reporting Instructions

Reporting on job count.	Total Job Count		Total Weekly Hours		Percentage by FTE Low/Mod Jobs
	Full Time*	Full Time Low/Mod	Part Time*	Part Time Low/Mod	
*Number includes both non-low/mod and low/mod count.					
Sample Job Count.	A1 = 2	D1 = 0	B = 140	E = 100	G = 45%

Performance Report Question 5. Statistical Summary Direct Benefit Data by Persons

Calculations of Totals for Employees and Race

The totals from 'Employee by Household Income' and 'Race' must equate to the same total number.

This section is the collection of information regarding "DIRECT BENEFIT DATA BY PERSONS". It is not counting Full Time Equivalent (FTE) positions.

Definitions of Ethnic Categories

Ethnic Category

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

Definitions of Racial Categories

Racial Categories

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

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

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Black" or "African American."

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

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

Reporting Instructions

SAMPLE - Calculations of Totals for Employees and Race

The totals from 'Employee by Household Income' and 'Race' must equate to the same total number.

EMPLOYEE BY HOUSEHOLD INCOME CATEGORIES (UNDUPLICATED)		Total Employee
	a. Extremely Low-Income (0-30% AMI):	10
	b. Low-Income (31-50% AMI):	8
	c. Moderate-Income (51-80% AMI):	6
	d. Non-Low/Moderate-Income (< 81% AMI):	2
Total Clients Served (a + b + c + d): Total jobs total must equal Race totals below.		26
RACE & ETHNICITY CATEGORIES		
	RACE	ETHNICITY HISPANIC CULTURE
1	White	17
2	Black/African American	5
3	Asian	2
4	American Indian/Alaska Native	
5	Native Hawaiian / Another Pacific Islander	1
6	American Indian/Alaska Native <i>and</i> White	
7	Asian <i>and</i> White	
8	Black / African American <i>and</i> White	
9	Amer. Indian / Alaska Native <i>and</i> Black / African American	1
10	Other Multi-Racial	
Total Race and Ethnicity (add rows 1 thru 10): Total Race totals must equal Total Employees above.		26
		8

EXHIBIT D

Affirmative Action Plan

Nondiscrimination in Employment by Government Contractors (Subrecipients and Subcontractors)

Prepared for the following CDBG-funded activity:

Subrecipient Name:	Subreipient
Business Name:	Business
Business Address:	Address
CDBG Grantee Agency	City of Thousand Oaks, Community Development Department
CDBG Funding:	\$ XXXX

We (Subrecipient) hereby certify that we are contracted to receive a portion of CDBG funds from the City of Thousand Oaks (Grantee) and, pursuant to said Contract, the following describes our Affirmative Action Plan for this project.

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Subrecipient will, in all solicitations or advancements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Subrecipient will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government

EXHIBIT D

contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Subrecipient will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order, as may be directed by the Secretary of Labor, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
8. Each Subrecipient having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency (CDBG grantee). Compliance reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Subrecipient and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders of prospective Subrecipients or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of Executive Order No. 11246, or any preceding similar Executive Order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Subrecipient or subcontractor has a collective bargaining agreement or other understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe; provided that, to the extent such information is in the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Subrecipient, the Subrecipient shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he had made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective Subrecipient or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective Subrecipient deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of Executive Order No. 12246 or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been

EXHIBIT D

made to secure such a statement and such additional factual material as the Secretary of Labor may require.

Submitted by:

Agency
By:
Signer-Name, Title

Date Signed: _____

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SAMPLE