

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

Council Meeting of  
August 15, 2006

**Members of the Council:**

**SUBJECT: Human Resources – Execution of a Training Agreement with City of Carson**

**Expenditure: \$20,000 from City of Carson**

**RECOMMENDATION**

The Human Resources Director recommends that Council authorize the execution of an employment and training agreement between the City of Carson and the City of Torrance (\$20,000).

**FUNDING**

Funding for this grant comes from the City of Carson.

**BACKGROUND**

The City of Carson is a member of the Carson/Lomita/Torrance Consortium that was formed in 1983 for the purpose of providing various employment and training services to local residents. As a partner in this consortium, the City of Carson has been researching options in which to help fund and support the Workforce Investment Network (WiN) which oversees the tri-city consortium.

One of the funding options that became available was a request for proposal (RFP) released by City of Carson. The RFP is funded by Community Development Block Grant (CDBG) funds, and is meant for employment and training purposes.

Because of the WiN's experience in providing employment and training services, staff successfully applied for this RFP and was awarded \$20,000 to deliver computer training workshops to eligible Carson residents. The City of Torrance is the administrative entity for the WiN; therefore, the agreement for this project would be between the City of Carson and the City of Torrance.

**ANALYSIS**

Under this agreement, the WiN will provide a computer training curriculum known as the "Digital Divide" to 95 job seeking clients at a slot cost of approximately \$210 per participant. The WiN created the Digital Divide training course nearly four years ago and has operated it successfully since that time.

Although the source of funding for this project comes from the City of Carson's CDBG funds, it should be noted that this project (and the funding involved with this project) is for employment and training purposes only. The attached contract would pay for WiN to provide job search related computer training workshops to low income, unemployed, Carson residents who could benefit from such services.

The agreement (Attachment A) has already been reviewed and approved by the City Attorney as to form. The agreement has been finalized and is ready for signature.

Respectfully submitted,

ELAINE M. WINER  
Human Resources Director

By:   
for Patricia D. Unangst  
Employment & Training Manager

CONCUR:

  
Elaine M. Winer  
Human Resources Director

for   
LeRoy J. Jackson  
City Manager

Attachment:

Training Agreement between the City of Carson and the City of Torrance

## SUBRECIPIENT AGREEMENT

THIS AGREEMENT (herein "Agreement"), is made and entered into this 1<sup>st</sup> day of July, 2006, by and between the CITY OF CARSON (herein "City"), a municipal corporation, and the CITY OF TORRANCE, a municipal corporation, administrative entity for the CARSON/LOMITA/TORRANCE WORKFORCE INVESTMENT NETWORK ("Subrecipient" or Provider").

### R E C I T A L S

WHEREAS, the City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds" to the City under the Federal Housing and Community Development Act of 1974 (42 U.S.C. Section 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder (24 C.F.R. Section 570 et seq.; "Regulations"); and

WHEREAS, the Act provides that the City may grant the CDBG Funds to nonprofit organizations for certain purposes allowed under the Act; and

WHEREAS, the Provider is a governmental entity which operates a program which is eligible for a grant of CDBG funds and the City desires to assist in the operation of the program by granting CDBG funds to the Provider to pay for all or a portion of those costs incurred in operating the program permitted by the Act and the Regulations on terms and conditions more particularly set forth herein; and

WHEREAS, this Agreement is not intended to, nor shall it be construed as, creating any rights in any third parties not a party to this contract, but rather this Agreement is intended to assist Provider in its function of providing cost effective services to the community it serves, as described in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

#### 1.0 SERVICES OF PROVIDER.

1.1 Scope of Services. Provider agrees to provide to City all of the Services specified and detailed in its application for funding and **Exhibit "A"**, attached hereto and incorporated herein by reference. Provider represents and warrants to City that it is able to provide, and will use funds granted by the City to provide the services as represented in the Provider's application for funding. City-provided funds shall be used only for those purposes specified in such application.

1.2 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof, are set forth in **Exhibit "B"** (Special Requirements), incorporated herein by reference.

1.3 Standard of Care. Subrecipient warrants that all services will be performed in a competent, professional, and satisfactory manner. As a material inducement to City to enter into this Agreement, Subrecipient hereby represents and

warrants that it has the experience and skills necessary to undertake the services to be provided herein.

1.4 Compliance with Laws. All services rendered hereunder by Subrecipient shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency having jurisdiction at the time service is rendered.

1.5 Reports. No later than ten (10) days prior to any payment date specified in Section 2.2, within ten (10) days following the termination of this Agreement, and at such other times as the Contract Officer shall request, Provider shall give the Contract Officer a written report describing the services provided during the period of time since the last report and accounting for the specific expenditures of contract funds hereunder, if applicable. At the times and in the manner required by law, the Provider shall provide to the City, the Department of Housing and Urban Development, the Comptroller General of the United States, any other individual or entity, and/or their duly authorized representatives, any and all reports and information required for compliance with the Act and the Regulations.

1.6. Financial Reporting. Any Provider receiving or due to receive \$20,000.00 or more from the City during the Fiscal Year (July 1, 2006 through June 30, 2007) shall provide to City a financial statement prepared by a recognized accounting firm approved by or satisfactory to City's Chief Financial Officer completed within the most recent twelve (12) months showing the Provider's financial records to be kept in accordance with generally accepted accounting standards. The report shall include a general ledger balance sheet which identifies revenue sources and expenses in sufficient detail to demonstrate contract compliance and be balanced to bank statements. Any organization receiving or due to receive less than \$20,000.00 in the current fiscal year from the City shall provide a copy of the organization's most recent charitable trust report to the Attorney General, or other financial information satisfactory to the City's Chief Financial Officer. The financial information provided for in this paragraph shall be furnished not later than January 31<sup>st</sup> of the current fiscal year.

## 2.0 COMPENSATION.

2.1 Contract Sum. The City shall pay to the Provider on a reimbursable basis for its services a sum not to exceed TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) ("Contract Sum"), in accordance with the Budget attached hereto in **Exhibit "C"**, which shall constitute full and complete reimbursement for the implementation of this Agreement for the entire award year. The Provider shall submit to the City monthly statements on reimbursable expenditures pursuant to the attached Budget along with pertinent supporting documentation. The City shall promptly review the monthly expenditure statements and, upon approval, reimburse the Provider its authorized operating costs.

2.2 Payroll Records. In cases where the contract sum will reimburse payroll expenses as part of operations, the Provider will establish a system of maintaining accurate payroll records which will track daily hours charged to the project by the Provider's respective employees, as set forth in OMB Circular A-122 Attachment B.6

2.3 Draw Downs. Failure by provider to request reimbursement or encumbrance of at least 25% of the total grant by the end of each fiscal year quarter (September 30, December 30, March 31, and June 30) shall result in the immediate forfeiture of 25% of the total grant, unless this requirement is waived by the Contract Officer.

2.4 Default. In the event Provider is in default under the terms of this Agreement, City shall have no obligation to continue compensating Provider for any work performed after the date of default.

2.5 Completion of Work. City reserves the right to withhold 10% of the contract amount on a completed Program until a Certificate of Completion is issued by City.

### 3.0 COORDINATION OF THE WORK.

3.1 Representative of Provider. The following principals of Provider are hereby designated as being the principals and representatives of Provider authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patricia Unangst, Executive Director  
 Eleanor Jones, Assistant Director  
 Nancy Manfredi, Senior Project Leader-Operations  
 Matthew Brookes, Senior Project Leader

3.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City.

3.3 Prohibition Against Subcontracting or Assignment. Provider shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. Neither this agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Provider shall perform all services as required herein as an independent contractor of City, and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

### 4.0 INSURANCE AND INDEMNIFICATION.

4.1 Insurance. The Provider shall procure and maintain, at its cost, and submit concurrently with its execution of its agreement, public liability and property damage insurance against claims for injuries against persons or damages to property resulting from Provider's acts or omissions arising out of or related to Provider's performance under this Agreement. Provider shall also carry Workers' Compensation

Insurance in accordance with State Workers' Compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable nor materially changed without thirty (30) days prior written notice to City, and shall be issued by an insurer rated "A" or better in the most recent edition of Best's Insurance Guide. A certificate evidencing the foregoing and naming the City as an additional insured shall be delivered to and approved by the City prior to commencement of the services hereunder. The procuring of such insurance shall not be construed as a limitation of Provider's obligation to indemnify the City, its officers, or employees. The amount of insurance required hereunder shall be as required by the Contract Officer, but shall not be less than One Million Dollars (\$1,000,000).

4.2. Indemnification. The Provider shall defend, indemnify and hold harmless the City, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person(s), for damage to property (including property owned by the City) arising out of or related to Contractor's performance under this Agreement, except for such loss as may be caused by City's own negligence or that of its officers or employees.

## 5.0 DISCRIMINATION, TERMINATION, AND ENFORCEMENT.

5.1 Covenant Against Discrimination. Provider covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a Protected Characteristic under applicable federal, state, or local law.

5.2 Term. Unless earlier terminated in accordance with Section 6.3 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but not exceeding one (1) year from the date hereof.

5.3 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination the Provider shall immediately cease all services hereunder except as may be specifically approved by the Contract Officer. Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and City shall be entitled to reimbursement for any services that have been paid for but not rendered.

## 6.0 MISCELLANEOUS PROVISIONS.

6.1 Conflicts of Interest. Provider, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by the services to be performed by Provider under this Agreement, or that would conflict in any manner with the performance of its services hereunder. Provider further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Provider shall avoid the appearance of having any interest that would

conflict in any manner with the performance of its services pursuant to this agreement. Provider agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Provider "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Provider has been retained pursuant to this Agreement.

6.2 Warranty and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly interested, or in violation of any state or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Provider warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Provider is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Provider Representative Initials \_\_\_\_\_

6.3. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Provider constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Provider, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

6.4 Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for litigation shall be Los Angeles County.

6.5 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail to the address set forth below, or such other address as may from time to time be designated by mail.

City:	Keith Bennett Community Development Block Grant Coordinator City of Carson 1 Civic Plaza Drive, Suite 200 Carson, California 90745
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With a Copy to: Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 400  
Irvine, California 92612-1009  
Attention: Dawn C. Honeywell, Esq.

Provider: Patricia Unangst  
Executive Director  
Carson/Lomita/Torrance Workforce Investment  
Network  
1 Civic Plaza Drive, Suite 500  
Carson, California 90745

6.6 Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

6.7 Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Provider. This Agreement supersedes all prior oral or written negotiations, representations, or agreements. This Agreement may not be amended, nor any provision outreach hereof waived, except in a writing signed by the parties that expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CONTRACTOR  
CITY OF TORRANCE  
A Municipal Corporation

CITY OF CARSON, CALIFORNIA  
A Municipal Corporation

By \_\_\_\_\_  
Frank Scotto, Mayor  
City of Torrance

By \_\_\_\_\_  
Jim Dear, Mayor  
City of Carson

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

\_\_\_\_\_  
Helen S. Kawagoe, MMC, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
  
City Attorney

Aleshire & Wynder, LLP

By \_\_\_\_\_  
Tatia Strader  
Deputy City Attorney

By \_\_\_\_\_  
City Attorney

Corporations require two **NOTARIZED** signatures by attaching a California All-Purpose Acknowledgement; *one from each* of the following categories:

- A. Chairman of Board, President or any Vice President; *AND*
- B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

**SCOPE OF SERVICES  
EXHIBIT "A"**

1. Provider shall utilize City's CDBG funds to provide hands-on computer instruction and customer service fundamentals workforce skills training to Carson residents through its Carson WorkSource Center.
2. Services rendered by provider shall consist of the following programs:
  - Digital Divide Computer Boot Camp—hands-on instruction in computer basics and how to use common computer applications and the internet as job search tools. Topics will include Windows, Microsoft Word, Internet/E-mail, and Microsoft Excel.
  - Fundamentals of Customer Service—an interactive class that encourages participants to adopt a definition of customer service to encompass assistance for not just present customers, but for past and present customers and co-workers as well. Areas of instruction will include a six-step program of Customer Service Excellence, tips for providing quality service in person as well as on the telephone, indentifying and meeting customers' needs, problem solving, active listening, the importance of verbal and non-verbal "attitude", seeking and using feedback, and the relationship between customer service and the success of a business.
3. Costs for which Provider shall be reimbursed from the CDBG funds shall be limited to the costs of instructional and administrative personnel (specifically, the Program Manager, Classroom Instructor, Information Technology Staff, Testing Instructor, and Program Outreach and Administrative Support personnel—*specitic titles*) associated with the provision of the services described in (2) above; instructional publications, manuals, and computer software associated with the aforementioned services; and space rent and utilities costs for Provider's Carson WorkSource Center facility.
4. The primary location for services provided in accordance with this Agreement shall be Provider's Carson WorkSource Center facility located at 1 Civic Plaza Drive, Suite 500, Carson, California.
5. Provider anticipates providing services to approximately 95 Carson residents.
6. Recognizing that the CDBG program exists to serve persons of predominantly low and moderate income, Provider shall ensure that at least fifty-one per cent (51%) of clients meet the standard of low and moderate income as determined by the City. Provider shall verify participants' total household income by requesting to see documentation that provides income information for all household members, and shall keep records reflecting the verification of such income on file and available for inspection by representatives of City and/or HUD. Provider shall also, to the extent practicable, obtain information on the racial, ethnic, and female-headed household status of clients. Provider shall report the income, race, ethnicity, and female-headed household status of clients to City in accordance with

Section 3, Program Evaluation and Review, and Section 4, Reporting Requirements, of the attached Exhibit "B", Special Requirements.

[END OF EXHIBIT "A"]

**EXHIBIT "B"****SPECIAL REQUIREMENTS**

1. **Compliance with Laws.** All services rendered hereunder by Subrecipient shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, state, or local governmental agency having jurisdiction at the time service is rendered. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended; 24 Code of Federal Regulations ("C.F.R.") Chapter V, Part 570; City's CDBG Program Guidelines; and all amendments or successor regulations or guidelines thereto.

2. **Federal Contracting Provisions.** Subrecipient agrees to comply with the following federal requirements in the performance of this Agreement:

A. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 C.F.R. Chapter 60, which 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 shall consider all applicants without respect to their race, religion, sex, or national origin with respect to the following without limitation: 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 employment applicants, notices setting forth the provisions of this nondiscrimination clause.

B. In its solicitations or advertisements for employees, Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The restrictions against discrimination as required by Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107.

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

E. Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, which provides that no person shall, on the grounds 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 receiving federal financial assistance.

F. Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations;

G. The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations;

H. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act at 24 C.F.R. Part 42;

I. The restrictions prohibiting the use of funds for the benefit of a religious organization or activity as set forth in 24 C.F.R. 570.200(j);

J. The labor standard requirements as set forth in 24 C.F.R. Part 570, Subpart K and HUD regulations issued to implement said requirements.

K. The Program Income requirements as set forth in 24 C.F.R. 570.504(c) and 570.503(b)(8);

L. The Subrecipient is to carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. 570, Subpart K, except that the Subrecipient does not assume the City's environmental responsibilities as described at 24 C.F.R. 570.604; nor does the Subrecipient assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52;

M. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11988 relating to the prevention, control, and abatement of water pollution;

N. The flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1978 (P.L. 93-234);

O. The regulations, policies, guidelines and requirements of 24 CFR 570; the "Common Rule," 24 C.F.R. Part 85 and Subpart J; OMB Circular Nos. A-102, Revised, A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under the federally assisted program;

P. Title VII of the Civil Rights Act of 1968 (P. L. 90-284), as amended;

Q. The lead-based paint requirements of 24 C.F.R. Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.);

R. Maintain property inventory system to numerically identify HUD purchased property and document its acquisition date as set forth in OMB Circular A-110 Attachment N Property Management Standard 6d;

S. Reversion of asset. Upon expiration of the agreement, the subrecipient shall transfer to the City any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds.

Additionally, any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:

i) Used to meet one of the national objectives in Section 570.208 (formerly Section 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City; or

ii) Not used in accordance with paragraph (s)(i) above, in which event the subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in paragraph (s) of this section.)

T. Such other City, County, State, or Federal laws, rules and regulations, executive orders or similar requirements which might be applicable.

U. City will use federal funds to pay Subrecipient for the services to be performed under this Agreement. 31 U.S.C. Section 1352 prohibits any recipient of subrecipient of federal funds from using such funds to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress or an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension of, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

V. Every person who requests or receives a federal contract, grant, loan or cooperative agreement from a federal agency or receives or requests from a federal agency a commitment that would provide for the United States to insure or guarantee a loan must file with that agency a written declaration and certify that he or she has not made and will not make any prohibited expenditure. Further, any person who requests or receives from a person referred to above, a subcontract under a federal contract, a subgrant or contract under a federal grant, a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract under a federal cooperative agreement, is required to file a written declaration with the person who received the federal contract, grant, loan or commitment to insure or guarantee a loan.

W. Subrecipient receives no program income as defined in 24 C.F.R. Section 570.500(a).

**3. Program Evaluation and Review.** Subrecipient shall make performance, financial, and all other records pertaining to this Agreement available to all City and HUD personnel. City and HUD personnel may inspect and monitor Subrecipient's facilities and program operations, including the interview of Subrecipient's staff and program participants. Subrecipient agrees to submit to City or HUD all data necessary to complete the Annual Grantee Performance Report in accordance with HUD

requirements and in the format and at the time designated by City or HUD Project Directors or their designees.

**4. Reporting Requirement.** Subrecipient shall submit to City a monthly statistical status report, using the form shown in Exhibit "D" (CDBG Monthly Status Report) attached hereto, setting forth its activities for each reportable month. Such report shall be filed with City not later than the 15<sup>th</sup> day of the month following the reportable month. The monthly status report shall contain without limitation ethnic group, income level, female-headed household status and any other data as may be requested by City, of each person assisted and the result of such assistance. In addition to the monthly statistical status report, Subrecipient shall, on or before July 15, 2007, furnish City with a summary of Subrecipient's activities for the fiscal year commencing July 1, 2006. Such summary shall include an annual statistical report.

**5. Revenue Disclosure Requirement.** Subrecipient shall make available all books and records pertaining to each project or business activity that is funded by CDBG funds under this Agreement for inspection and audit by HUD's representatives, upon request, at any time during the term of this Agreement and for a period of 5 years thereafter. All such books and records shall be maintained by Subrecipient at a location in Los Angeles County. Failure of Subrecipient to comply with the requirements of this section shall constitute a material breach for which City may terminate or suspend this Agreement.

**6. Suspension, Recovery of Funds.**

A. In accordance with 24 C.F.R. Section 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the award.

B. If the funding source demands reimbursement for prior payments to Subrecipient due to Subrecipient's failure to comply with any applicable term of this Agreement, regulation or statute, Subrecipient shall reimburse City in the amount of such disallowed payments.

C. The award may be terminated for convenience in accordance with 24 C.F.R. Section 85.44.

D. Upon expiration of this Agreement, Subrecipient shall transfer to City any funds paid pursuant to this Agreement that are on hand at the time of expiration and any accounts receivable attributable to the use of such funds.

[END OF EXHIBIT "B"]

**BUDGET  
(SCHEDULE OF COMPENSATION)**

**EXHIBIT "C"**

For the services rendered pursuant to this Agreement, the Subrecipient shall be reimbursed a fee for services provided by the Subrecipient in the amount NOT TO EXCEED the Contract Sum of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) during the term of this Agreement.

City shall reimburse Subrecipient for expenses, documented to the satisfaction of the City, incurred by Subrecipient in the expense categories as detailed in the "Estimated Budget" to be attached hereto. While the dollar amounts listed for such expense categories in said Estimated Budget shall constitute Subrecipient's best estimate for those expense categories, City shall not reimburse Subrecipient for expenses incurred that do not conform to the expense categories detailed in said Estimated Budget. City shall have the right to disapprove reimbursement for specific expenditures and expense categories as the City finds to be ineligible under CDBG guidelines. There shall be no changes to the expense categories as outlined in said Estimated Budget unless the same is requested in writing by Subrecipient, and approved in writing by the City.

Provided that Subrecipient is not in default hereunder, the Subrecipient shall be reimbursed in accordance with the terms of this Agreement within thirty (30) days after the City's receipt of an invoice from Subrecipient.

[END OF EXHIBIT "C"]

EXHIBIT D

CDBG Monthly Status Report
City of Carson
Housing & Neighborhood Development Division

Group Name:
Address:

Staff Contact:
Title:
Business Phone #:
Business Fax #:

Contract Term:
Contract Amount: \$
Current Billing: \$
Amount Remaining: \$

CLIENT DATA:

Current Month:

Year-to-Date:

- 1. TOTAL number of clients served\*
1a. Number of UNDUPLICATED clients (if available)
2. Number of Carson residents served
3. Number of female heads of household served
4. Client Income Level Breakdown (only one category applies):
Extremely Low
Low
Moderate
Above Moderate
Unknown
TOTALS\*
5. Client Ethnicity Breakdown (only one category applies):
Hispanic or Latino
Not Hispanic or Latino
TOTALS\*
6. Client Racial Breakdown (one or more categories apply):
American Indian or Alaska Native
Asian
Black or African American
Native Hawaiian or Other Pacific Islander
White or Caucasian
Other
TOTALS

- 1. TOTAL number of clients served\*
1a. Number of UNDUPLICATED clients (if available)
2. Number of Carson residents served
3. Number of female heads of household served
4. Client Income Level Breakdown (only one category applies):
Extremely Low
Low
Moderate
Above Moderate
Unknown
TOTALS\*
5. Client Ethnicity Breakdown (only one category applies):
Hispanic or Latino
Not Hispanic or Latino
TOTALS\*
6. Client Racial Breakdown (one or more categories apply):
American Indian or Alaska Native
Asian
Black or African American
Native Hawaiian or Other Pacific Islander
White or Caucasian
Other
TOTALS

\*Note: These totals should match. If they do not, please attach a brief explanation. It should be noted that because the race categories permit a person to be identified with more than one category if applicable, the totals for race may not necessarily match the totals for income level, ethnicity, or number of clients served.

I hereby certify that the above billing, income level, ethnicity, and race information is true and correct to the best of our ability and verifiable by documents on file in our administrative offices.

Signature:

Date:

Title: