

INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS (“**Agreement**”) by and between the CITY OF OXNARD HOUSING DEPARTMENT, a department of the City of Oxnard (“**Grantee Department**”) and the DEPARTMENT, a department of the City of Oxnard (“**Recipient Department**”) is made and entered into as of July 1, . Grantee Department and Recipient Department are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

A. The City of Oxnard (“**City**”), through the Grantee Department, has received Community Development Block Grant funds (“**CDBG**”) from the United States Department of Housing and Urban Development (“**HUD**”) under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations (“**CFR**”).

B. 24 CFR 570.501(a) permits the chief executive officer of a grantee agency to designate an existing public agency to undertake activities assisted with CDBG funds subject to the same requirements as are applicable to sub-recipients.

C. The City Manager, as the chief executive officer of the City, and Grantee Department wish to engage Recipient Department to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations.

NOW, THEREFORE, Grantee Department and Recipient Department agree as follows:

1. Purpose.

The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the implementation and administration of the Program and the expenditure of CDBG funds.

2. Scope of Services.

a. Recipient Department shall provide the services set forth in **Exhibit A** (the “**Program**”) in accordance with the budget attached as **Exhibit B**. Recipient Department shall also complete and submit the performance report(s) in substantially the form attached hereto as **Exhibit C**. **Exhibit A, Exhibit B and Exhibit C** are attached hereto and incorporated herein by this reference.

b. Recipient Department shall oversee the implementation and administration of the Program, including hiring and supervising staff, supervising and monitoring the Program, advertising the Program to the public, providing supplies for the Program, and *****LIST OTHER ADMINISTRATIVE DUTIES UNDER THE PROGRAM*****.

c. Recipient Department shall achieve at least the following levels of accomplishment for the Program, measured as of the end of the term of the Agreement: *****LIST LEVELS OF ACCOMPLISHMENT FOR THE PROGRAM*****.

3. Performance.

a. In performing the Program, Recipient Department shall comply with all applicable Federal, State and local laws and regulations, including Title 24 CFR Part 570.

b. Recipient Department shall carry out each activity of the Program in compliance with all Federal laws and regulations described in subpart K of 24 CFR Part 570 and shall work with Grantee Department to carry out the City's environmental responsibilities and the City's responsibility for initiating any necessary environmental review process under 24 CFR Part 52. In carrying out the Program, Recipient Department shall only engage in activities the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons and only use CDBG funds for eligible code enforcement costs as set forth in 24 CFR 570.202(c).

c. Recipient Department shall comply with those regulations described in 24 CFR 570.200(j) that relate to the use of CDBG funds for inherently religious activities and that prohibit, in carrying out Program activities, the discrimination against a Program beneficiary or prospective Program beneficiary on the basis of religion or religious belief.

d. Grantee Department shall monitor the Program and notify Recipient Department of any substandard performance. Recipient Department shall endeavor to correct the substandard performance as and within the time required by Grantee Department and work with Grantee Department to address any deficiencies.

e. Recipient Department shall perform the Program within the term of the Agreement as set forth in Section 4.

4. Term of Agreement.

a. This Agreement shall begin on July 1, and shall expire on June 30, .

b. Notwithstanding the expiration of the Agreement, Recipient Department shall remain subject thereto as long as Recipient Department remains in control of CDBG funds, Program income, or assets obtained with such funds or income, and the close-out period has not ended. During the close-out period, Recipient Department shall make final payments, dispose of Program assets (including returning to Grantee Department unused materials and equipment and allocating or transferring Program income or CDBG funds to the City of Oxnard Community Development Block Grant Fund), and determine the custodianship of records.

5. Suspension and Termination.

a. In accordance with 24 CFR 85.43, Grantee Department may suspend or terminate this Agreement if Recipient Department materially fails to comply with any term of this Agreement or the grant award.

b. In accordance with 24 CFR 85.44, Grantee Department may terminate this Agreement or grant award for convenience.

6. Compensation.

a. Pursuant to current City policy, Recipient Department shall only seek an allocation or transfer of an amount not to exceed \$.00 from the City of Oxnard Community Development Block Grant Fund for Program services provided under this Agreement and for reimbursement of costs and expenses that Recipient Department necessarily incurs for the Program and that are eligible for reimbursement under applicable regulations.

b. Recipient Department shall comply with the accounting principles and procedures contained in OMB Circular A-102, implement adequate controls, and maintain source documentation for all costs incurred.

7. Uniform Administrative Requirements.

Recipient Department shall comply with the requirements and standards of the OMB circulars and CDBG provisions set out in subsection (a) of 24 CFR 570.502.

8. Records.

a. Recipient Department shall maintain all records required by 24 CFR 570.506 that are pertinent to the Program. Such records include, but are not limited to:

- i.** Records fully describing each activity undertaken.
- ii.** Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.
- iii.** Records required to determine the eligibility of activities.
- iv.** Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG funds.
- v.** Records documenting compliance with the fair housing and equal employment components of the CDBG program.
- vi.** Financial records required by 24 CFR 570.502.
- vii.** Records documenting compliance with 24 CFR Part 570, Subpart K.

b. Recipient Department shall retain all records pertinent to expenditures made under this Agreement for three (3) years after the termination of all activities funded by this Agreement, or after the resolution of Federal audit findings, whichever occurs later. Recipient Department shall retain records of nonexpendable property acquired with CDBG funds for three (3) years after the final disposition of such property. Recipient Department shall retain records for any displaced person for three (3) years after such person has received final payment.

c. Recipient Department shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, the client's name, address, income level or other basis for determining eligibility, and a description of the services provided to the client. Recipient Department shall maintain the confidentiality of client data and shall not disclose client data, except as required by law or as required by the administration of Grantee Department and Recipient Department's duties under this Agreement.

d. At any time during normal business hours, Recipient Department shall make its records pertaining to this Agreement available to Grantee Department, the State of California, the Federal government, the Comptroller General of the United States, or any of their duly authorized representatives,

as often as such agencies deem necessary, to audit, examine, copy, excerpt or transcribe. Within thirty (30) days of Recipient Department's receipt of an audit report that notes deficiencies in such records, Recipient Department shall fully correct such deficiencies. Failure to do so will constitute a violation of this Agreement and may result in Grantee Department requesting that the City of Oxnard Chief Financial Officer withhold future allocations or transfers until such deficiencies are corrected.

e. Recipient Department shall work with Grantee Department to conduct an annual audit that complies with Grantee Department's policies concerning sub-recipient audits.

9. Program Income; Reversion of Assets; Indirect Costs.

a. Recipient Department shall report to Grantee Department all Program income, as defined in 24 CFR 570.500(a), generated by Program activities carried out with CDBG funds. Recipient Department may retain and use Program income in accordance with 24 CFR 570.504. Recipient Department shall use Program income during the term of the Agreement for activities permitted by the Agreement, and allocations or transfers of grant funds to Recipient Department under this Agreement shall be adjusted according to the principles described in paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504. All of the provisions of this Agreement shall apply to activities for which Recipient Department uses Program income.

b. At the end of the term of this Agreement, Recipient Department shall allocate or transfer to the City of Oxnard Community Development Block Grant Fund in accordance with 24 CFR 570.503(b)(3) any Program income (including investments thereof) held by Recipient Department or received by Recipient Department after such date, except as needed for Recipient Department's immediate needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs. Recipient Department shall also transfer to the City of Oxnard Community Development Block Grant Fund any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds.

c. Before requesting reimbursement or an allocation or transfer for indirect costs, Recipient Department shall adopt and obtain Grantee Department's approval of an indirect cost allocation plan for determining the share of such costs to be allocated or transferred.

10. Real and Personal Property.

a. (Awards Prior to December 26, 2014): Recipient Department shall procure, use, manage and dispose of personal property in accordance with 24 CFR 85.32 through 85.36. (Awards After December 26, 2014): Recipient Department shall procure, use, manage and dispose of personal property in accordance with 2 CFR 200.310 and 2 CFR 200.312 through 2 CFR 200.316.

b. Recipient Department shall comply with City of Oxnard policies concerning the purchase of personal property and shall maintain an inventory record of all nonexpendable personal property, as defined by such policy, that Recipient Department procures with CDBG funds.

c. At the end of the term of this Agreement, all personal property procured by Recipient Department with CDBG funds shall become the property of the City of Oxnard but controlled by Grantee Department.

d. At the end of the term of this Agreement, with regard to any real property under the Recipient Department's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Recipient Department in the form of a loan) in excess of \$25,000, Grantee Department shall determine whether:

i. The real property shall be used to meet one of the national objectives set out in 24 CFR 570.208 until five (5) years after expiration of this

Agreement, or for such longer period of time as Grantee Department determines to be appropriate; or

- ii. Recipient Department shall cause the allocation or transfer to the City of Oxnard Community Development Block Grant Fund an amount equal to the current market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property; provided, however, that such allocation or transfer shall not be required after the period of time specified in paragraph (b)(7)(i) of 24 CFR 570.503.

11. Travel.

Recipient Department shall obtain Grantee Department's prior written approval to use CDBG funds for travel outside the City of Oxnard.

12. Reports.

Recipient Department shall submit to Grantee Department semi-annual reports concerning the Program in the form and with the content specified by Grantee Department.

13. CDBG Program Recognition.

When publishing materials that concern this Agreement, Recipient Department shall ensure recognition of the CDBG program by including a reference to CDBG funds.

14. Conflict of Interest.

Recipient Department shall comply with 24 CFR 570.611 with respect to conflicts of interest, and covenants that no Recipient Department employee, agent, consultant or officer who exercises or has exercised any functions or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

15. Equal Employment Opportunity.

a. Recipient Department agrees that all persons employed by Recipient Department shall be treated equally by Recipient Department without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all anti-discrimination laws of the United States of America, the State of California, and City of Oxnard.

b. Recipient Department and any other party with whom the City of Oxnard contracts through Recipient Department for the performance of this Agreement shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Recipient Department shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

16. Contracting.

a. Recipient Department shall consult and collaborate with Grantee Department on any contract funded in whole or in part with CDBG funds. Recipient Department shall ensure that all City of Oxnard contracts funded whole or in part with CDBG funds are awarded after fair and open competition.

b. Recipient Department shall regularly monitor City of Oxnard contracts funded in whole or in part with CDBG funds to ensure compliance with this Agreement. Recipient Department shall provide Grantee Department with reports, in the frequency and form that Grantee Department requires, of the results of such monitoring, supported by documentation of Recipient Department's action to correct the compliance of any third party that contracts with the City of Oxnard through Recipient Department and whose compensation is funded in whole or in part with CDBG funds.

c. Recipient Department shall include in any City of Oxnard contract funded in whole or in part with CDBG funds the provisions of this Agreement that impose obligations and duties on Recipient Department, and shall require any third party contracts funded in whole or in part with CDBG funds to require that the party comply therewith.

d. Recipient Department shall provide Grantee Department with all contracts funded in whole or in part with CDBG funds along with documentation of the award process.

17. Amendment.

The terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by the duly authorized representatives of both Grantee Department and Recipient Department.

18. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**GRANTEE DEPARTMENT
CITY OF OXNARD HOUSING
DEPARTMENT**

RECIPIENT DEPARTMENT

Greg Nyhoff, City Manager

APPROVED AS TO FORM

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT

Juliette Dang, Grants Coordinator

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
CODE COMPLIANCE BUDGET

Details of Cost Estimates:

***Total Budgeted Amount -Not to Exceed* \$.00**

Budget Categories	General Fund	CDBG Fund	Totals
Personnel wages and benefits			
TOTAL			

EXHIBIT C
REPORTING REQUIREMENTS

From:

Budget: \$

National Objective:

Contract Period:

**CITY OF OXNARD
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 QUARTERLY PERFORMANCE REPORT
 FISCAL YEAR**

PROGRAM NAME :		IDIS No:		
Quarter	Description of Projected Services	Projected # of Inspections	Actual # of Inspections	Actual Performance Outcome
Total				

All of the statements and claims made herein are true and correct. Pursuant to 18 USC §1001, 31 USC § 3729, et seq., and 24 CFR Part 28, false or fraudulent statements or claims are subject up to 5 years imprisonment and civil penalties up to \$10,000 plus up to 3 times the amount of damages sustained by the Government for each fraudulent act committed.

Report Prepared By: _____ **Signature:** _____

Title: _____ **Date:** _____

**CITY OF OXNARD
GRANTS MANAGEMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL COMPLETION REPORT
FISCAL YEAR**

Project Name:

IDIS Activity:

Address of Project:

CDBG Account Number:

Project #:

Original Budgeted Amount: \$

Expended Amount: \$

Today Date:

ACCOMPLISHMENTS - Describe accomplishments of completed project.

All of the statements and claims made herein are true and correct. Pursuant to 18 USC §1001, 31 USC § 3729, et seq., and 24 CFR Part 28, false or fraudulent statements or claims are subject up to 5 years imprisonment and civil penalties up \$10,000 plus up to 3 times the amount of damages sustained by the Government for each fraudulent act committed.

Report Prepared By:

Signature:

Title:

Phone:

Date:

ATTACHMENT C-2