

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK AUTHORIZING AND APPROVING:

1. THE SUBMISSION OF THE FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN UNDER THE FIVE-YEAR CONSOLIDATED PLAN FOR FISCAL YEARS 2025-2029 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD);
2. THE FILING OF APPLICATIONS AND CERTIFICATIONS FOR FEDERAL FUNDS FOR FISCAL YEAR 2026-2027 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS; AND
3. THE CITY MANAGER OR DESIGNATED OFFICIAL TO EXECUTE CDBG AGREEMENTS AND AMENDMENTS WITH SUBRECIPIENTS

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The City of Burbank ("City") prepared a Consolidated Plan ("Plan") for Fiscal Years (FY) 2025-2029, outlining the City's framework for fulfilling housing and community development goals utilizing federal Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") funds. As part of the Plan, the City is required to submit annually an Annual Action Plan updating and describing activities/projects that will be implemented to accomplish the goals and objectives stated in the Plan.

B. The Annual Action Plan together with applications for federal funds, the Final Statement of Community Development Objectives and Projected Use of Funds, and program certifications must be submitted to the U.S. Department of Housing and Urban Development ("HUD") no later than August 16, 2026.

C. A public meeting was held by the City Council on June 16, 2026, for the purpose of obtaining public comments on the Annual Action Plan for program year July 1, 2026 - June 30, 2027. Public meetings were held by the Community Development Block Grant Committee of the City (the "Committee") on February 17 and February 25, 2026, for the purpose of preparing recommendations for the programs and projects which would serve the City's community development needs consistent with federal laws and regulations.

D. Council has received the report and recommendations of the Committee, and the Statement will be finalized in accordance with Council direction and filed with HUD as part of the Annual Action Plan.

ATTACHMENT 1 – 2

E. Council desires to enter into that certain Community Development Block Grant Funding Approval/Agreement (the "CDBG Agreement") with the U.S. Department of Housing and Urban Development ("HUD") in the form presented at this meeting. Each program (CDBG and HOME) has both a Funding Approval/Agreement to be subsequently executed and a Federal Fund Application to be submitted with the Annual Action Plan.

F. Council desires to enter into that certain HOME Investment Partnerships Grant Funding Approval/Agreement (the "HOME Agreement") with HUD to continue federal assistance under the HOME Investment Partnerships Act, 42 U.S.C. 12741-12839 in the form presented at this meeting.

G. HOME program activities are included in the Annual Action Plan. HOME funds must be used for affordable housing activities for very low and low-income households. General eligible activities include real property acquisition including assistance to homebuyers, new construction, reconstruction, moderate and substantial rehabilitation, and tenant based rental assistance. The actual use of these funds will be approved by the City Council at a later date.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The FY 2026-2027 Annual Action Plan under the Consolidated Plan Submission (FY 2025-2029) for community planning and development programs is approved and shall be submitted to HUD. In the approval of this document the following items in a) and b) are also approved:

a. The FY 2026-2027 Proposed Statement of Community Development Objectives and Projected Use of Funds to be finalized is approved and the City Manager is authorized to execute and submit to HUD the Statement for federal assistance under the Housing and Community Development Acts of 1974 and 1987, including substantial and non-substantial adjustments and amendments to be made as approved by Council or administratively on a pro-rata basis depending on the actual funding received, re-programming of prior year unexpended CDBG funds, and/or program description revisions for the use of capital/economic development activities and public services, as applicable.

b. The projected uses for the FY 2026-2027 HOME Investment Partnerships (HOME) Program.

2. Upon receipt from HUD, the City Manager, or his designee, is authorized to approve and execute the CDBG Agreement and the HOME Agreement as executed by HUD and is authorized to make any non-substantive changes to the Agreements subject to City Attorney approval as to form.

3. The capital/economic development project uses to be funded by CDBG for FY 2026-2027, as directed by City Council are set forth in Exhibit "1", which is attached

ATTACHMENT 1 – 3

hereto and incorporated by this reference. The City Clerk is directed to modify Exhibit “1” to reflect the Council approved capital/economic development project uses.

4. The public service uses to be funded by CDBG for FY 2026-2027 as directed by City Council, are set forth in Exhibit “2”, which is attached hereto and incorporated herein by this reference. The City Clerk is directed to modify Exhibit “2” to reflect the Council approved public service uses.

5. The Council hereby authorizes the CDBG capital projects and CDBG public service uses, as approved by Council, to be included in the FY 2026-2027 Annual Action Plan and Final Statement of Community Development Objectives and Projected Uses of Funds, including authorized substantial adjustments and amendments for Capital/Economic Development Projects, and administrative approval to adjust and amend figures proportionally for capital projects and public service programs on a pro rata basis depending on the actual funding received, re-programming of prior year unexpended CDBG funds, and/or revisions to program descriptions for the use of public services and capital/economic development activities in accordance with the adopted City of Burbank Citizen Participation Plan, amended May 2020. The Financial Services Director is authorized to make such other revisions, individual appropriation line-item adjustments, fund totals, grand totals, or other changes, as necessary to the City’s Annual Adopted Budget to reflect the CDBG allocation and implementation of the programs specified in this resolution as directed by Council and in accordance with HUD.

6. The Community Development Director, as the designee of the City Manager, is authorized to enter into agreements with the CDBG subrecipients set forth in Exhibits “1” and “2” (the “Subrecipient Agreements”) (except where the City is a subrecipient, in which case, a memorandum of obligations shall be prepared), and the Subrecipient Agreements shall comply with federal requirements and shall be substantially in the form attached as Exhibit “3” to this resolution subject to non-substantive changes or amendments with prior approval from the City Attorney. The Subrecipient Agreements shall be approved as to form by the City Attorney, and the City Clerk shall attest each on behalf of the City, before the agreements may be executed.

7. The Community Development Director, as the City Manager’s designee, is further authorized to substantially amend and/or extend the completion date of certain CDBG agreements with prior subrecipients involving capital project contracts (the “Amendments”). The Amendments shall be recorded in an updated memorandum of obligations (where the City is the subrecipient), in a version to be approved as to form by the City Attorney, and the City Clerk shall attest each on behalf of the City.

8. The Community Development Director, as the City Manager’s designee, shall act as the City’s Certifying Officer under 24 CFR, Part 58 – Environmental Review Procedures.

ATTACHMENT 1 – 4

9. The agreements referenced in Sections 6 and 7 above are on file at the City Clerk’s office and the City Clerk is directed to retain the agreements referenced herein, as a public record for a period not-to-exceed the records retention schedule for CDBG.

PASSED and ADOPTED this ____ day of June 2026.

Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

Kimberley Clark, City Clerk

By: _____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSENT:

Kimberley Clark, City Clerk

ATTACHMENT 1 – 5**EXHIBIT 1
CDBG CAPITAL/ECONOMIC DEVELOPMENT PROJECTS**

Applicants	Project Proposals	Project Amount
CDD- First Time Homebuyer Program	Financial assistance in the form of closing cost support and down payment grants to qualified first-time homebuyers.	\$476,582.95
Family Service Agency	Replacement of the security system with modern infrastructure to ensure the protection of clients, staff, and facility assets.	\$15,000.00
Home Again LA	Buena Vista Homeless Access Center - Construction to Install Tiny Homes and renovate structure for case management	\$153,360.00
Kids Community Dental Clinic	Facility improvement - Roof replacement	\$50,000.00

**EXHIBIT 2
CDBG PUBLIC SERVICES**

Applicants	Project	Program Amount
Armenian Relief Society	Community Social Services Program	\$13,000.00
Boys & Girls Club	After-school & Summer Program Scholarships	\$19,900.00
Burbank Noon Lions	Eye and ear care	\$3,000.00
Family Service Agency	Residential Therapeutic Care for Special Homeless Populations	\$24,900.00
HALA Burbank Temporary Aid Center	Emergency Assistance	\$39,900.00
Home Again LA	Homeless Outreach Services	\$44,771.45
Kids Community Dental Clinic	Dental Treatments for Low-Income Children	\$14,900.00

EXHIBIT 3
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
[INSERT NAME, PROGRAM YEAR AND PROJECT NAME]

This agreement is effective as of the Effective Date below and is between the City of Burbank, a municipal corporation (“City”), and the Subrecipient listed below (collectively, “Parties” or individually, “Party”).

RECITALS

A. On _____, the City received from the United States Department of Housing and Urban Development (“HUD”) a grant identified as B-24-MC-06-0513 (the “HUD CDBG Grant”) under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended (“Act”), to carry out the Community Development Block Grant Program (“CDBG Program”) HUD CDBG Grant agreement.

B. The City has designated the Community Development Department (“CDD”) to provide proper planning, coordination, and administration of the City’s CDBG Program under the City’s HUD CDBG Grant.

C. The Subrecipient is _____ [INSERT NAME AND LEGAL ENTITY STATUS – CONFIRM AGAINST THE SECRETARY OF STATE BUSINESS SEARCH WEBSITE AT <https://bizfileonline.sos.ca.gov/search/business>]. Subrecipient represents that it is qualified and willing to perform the Program’s services and desires to administer the Program in accordance with the requirements set forth in this agreement, the CDBG Program, and the HUD CDBG Grant.

D. From the HUD CDBG Grant, the City has appropriated _____ [INSERT AMOUNT] (“Program Funding”) for Fiscal Year 2026-27, Public Services (“Program”) proposed by the Sub-recipient. The City desires to engage the Subrecipient to administer the Program and provide the services described in this agreement.

E. The Effective Date for this agreement is July 1, 2026, or if no written date, the last date of the signatories.

THEREFORE, in consideration of the Parties’ mutual promises, the Parties agree as follows:

TERMS OF AGREEMENT

1. **Scope of Service**

A. **Activities:** The Subrecipient is responsible for administering the Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing the Program’s Funding, including, but not limited to, compliance with 24 CFR § 507.201(e) describing eligible public services activities. The Program must include CDBG Program-eligible activities listed in Attachment A-1, which is attached to this agreement and

ATTACHMENT 1 – 8

is incorporated into this agreement by reference (each an “Activity” and collectively, the “Activities”). Parties must comply with all requirements set forth in Attachment A-1.

B. National Objectives: The Subrecipient activities carried out with the Program’s Funding provided under this agreement must meet one or more of the CDBG Program’s National Objectives under 24 CFR § 570.506(b), as further described in Attachment A-1.

C. Performance Measures: City will monitor the performance of the Subrecipient against Attachment A-1. Substandard performance, as reasonably determined by the City and as more fully described in this agreement, will constitute noncompliance with this agreement. The City shall notify the Subrecipient in writing under the terms of Section 11.I. of this agreement. If the Subrecipient fails to correct substandard performance within the date specified by the City, or if no date is specified, within a reasonable period of time after being notified, the City reserves the right to suspend or terminate this agreement.

D. Budget: The total itemized budget amount for the Program is described in Attachment A-2, which is attached to this agreement and incorporated into this agreement by reference. All budget modifications require a formal written amendment to this agreement to be approved by the City, and must be limited within 10% adjustment of the approved budget. Requests for Budget modifications must be submitted to the City no later than May 1, 2025. The Subrecipient will not be reimbursed for any costs incurred that are deemed ineligible under this agreement (see Section 3 below).

E. Changes to the Scope of Work: Any material changes in the Activities, Program services, budget, or other provisions in this agreement, unless otherwise noted, may only be made through written amendment to this agreement, executed by the Subrecipient and the City, in writing. CDD has the sole and exclusive right to determine if the modification request constitutes a “material” term under this agreement.

2. Term:

The term of this agreement commences July 1, 2026 and continues until June 30, 2027 (the “Term”), unless terminated earlier pursuant to the terms of this agreement. This agreement does not provide for reimbursement of any expenditures incurred by the Subrecipient before the date of commencement or after the date of termination. Despite the foregoing, the term of this agreement and the provisions in this agreement will be extended to cover any additional time period during which the Subrecipient remains in control of HUD CDBG Grant or other CDBG Program assets, including Program Income, as defined below.

3. Compensation:

A. Amount of Compensation: The total amount that the City can obligate to fund the Subrecipient’s Program under this agreement is the amount of the Program Funding as set forth in the recitals.

B. Allowable Costs:

i. The Subrecipient must comply with applicable regulations, policies, guidelines and requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost

ATTACHMENT 1 – 9

Principles, and Audit Requirements for Federal Awards (“Uniform Requirements”), Subpart E-Cost Principles, §§ 200.400-200.475 except as described in 24 CFR § 570.502(a). Accordingly, the Subrecipient must maintain support for direct costs, eligible personnel costs, indirect costs, and general provisions for selected items of costs, including, but not limited to: audit services, depreciation, equipment, insurance, materials and supplies, professional service, travel, and transportation.

ii. For purposes of this agreement, “Allowed Costs” are those costs either:

(a) Incurred directly for the Program, including eligible personnel and direct assistance costs used only for the Program (“Direct Costs”); or

(b) Those which can be divided and allocated between the City and the Subrecipient based upon the benefit provided to the Program (“Indirect Costs”).

iii. If Indirect Costs are to be charged under this agreement, the Subrecipient must develop an Indirect Cost allocation plan for determining the Sub-recipient’s appropriate share of administrative costs and must submit the plan to the City for approval in writing.

C. Program Income: For the purposes of this agreement, the term “Program Income” has the same meaning provided in 24 CFR § 570.500(a), or any replacement or succeeding statute, as may be in effect during the Term of this agreement. All Program Income generated by the Subrecipient within the applicable reporting period, and cumulative for the Program year must be reported by the Subrecipient in the Quarterly Progress Report, as defined below.

D. Method of Compensation: The Subrecipient must submit an original, itemized invoice (“Invoice”) to the City for approval before receiving compensation for Program expenditures. The Subrecipient must submit the Invoice, at a minimum, on a monthly basis, for reimbursement of eligible personnel and operational expenses under the Uniform Requirements. The Subrecipient must maintain copies of the invoice and supporting documentation for monitoring such as:

- i. Time sheets or cards showing actual hours worked on the Program, including payroll check copies;
- ii. Itemized direct costs;
- iii. Allocable indirect costs;
- iv. Complete source documentation in accordance with the budget; and
- v. Optional: A copy of a general ledger with information satisfactory to the City to ensure that expenses reimbursed have been properly settled with each invoice.

If applicable, the Subrecipient must draw down on Program Income before being compensated under this agreement.

E. Payment of Invoice: Upon the City’s receipt and approval of the Invoice, the City shall pay the Subrecipient within a reasonably prompt manner consistent with the City’s normal procedures for payable accounts. Final Invoices for Program expenses must be submitted to the City by July 15, 2027 for the City to meet CDBG public service requirements to expend HUD CDBG Grant funds before the end of the fiscal year.

4. **Disallowed Costs:**

A. **Notification:** If a HUD fiscal monitoring or City monitoring of financial or programmatic audit reveals that the Subrecipient has used the Program's Funding for questionable expenditures under this agreement or applicable Federal statutes or regulations ("Disallowed Costs"), the City will notify the Subrecipient in writing and allow the Subrecipient to justify expenditures before making a final determination.

B. **Determination:** Upon the City's final determination of Disallowed Costs, if any, the Subrecipient must pay the City, in non-federal funds, the amount of the disallowance within thirty (30) calendar days of receipt of final notice of determination from the City. The Disallowed Costs may be paid in one lump sum or in increments as agreed upon in a repayment plan. The Subrecipient understands that any repayment plan submitted is subject to City's approval and must comply with any CDBG Funding requirements.

5. **Records and Monitoring:**

A. **Quarterly Progress Reports.** Designated City staff will conduct quarterly Program reviews on the extent to which the Program has been implemented, Performance Goals achieved, effectiveness of Program management, impact of the Program, and eligibility of Program beneficiaries. To assist the City's performance monitoring, the Subrecipient must submit to the City Quarterly Progress Reports ("QPRs") on the progress of Program Activities and Performance Goals. QPRs must be submitted by the 15th day of October, January, April and July beginning July 1, 2026. An example of a QPR is Attachment B, which is attached and incorporated into this agreement by reference.

B. **Financial Records.** The Subrecipient is responsible for maintaining financial records, supporting documents, statistical reports, official files, and other evidence pertaining to all costs incurred as required by all applicable City, HUD, and federal regulations in compliance with 2 CFR § 200.333 ("Financial Records").

C. **Audit Requirements:** The Subrecipient shall submit to financial audits depending upon the level of HUD CDBG Grant funds received as follows:

i. **Annual Reports:** Sub-recipients receiving less than Twenty-Five Thousand Dollars (\$25,000) in HUD CDBG Grant funds per year shall complete an annual unaudited financial statement compilation for years in which these grant funds are received. The unaudited financial statement compilation provided must include an itemization of the receipt and use of the City's HUD CDBG Grant. An attestation statement must be provided by the Subrecipient's Chief Executive Officer that the financial statements being submitted are true, correct, free of any material misstatement, and that the Program's Funding was spent following the HUD CDBG Grant requirements. The Subrecipient shall complete the financial statement compilation within one hundred and eighty (180) days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one copy of the annual unaudited financial statement report to CDD within thirty (30) days of completion of the financial statement compilation.

ii. Sub-recipients receiving \$25,000 or more in HUD CDBG Grant funds per year shall complete an annual independent financial audit in accordance with generally accepted

auditing standards and General Auditing Standards, issued by the Comptroller General of the United States for each grant year they receive HUD CDBG Grant funds. The Subrecipient shall complete the financial audit within 180 days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one copy of the audit report to City within 30 days of completion of the audit report.

iii. **Single Audit:** In addition to furnishing City staff with the annual reports as required above, Sub-recipients expending Seven Hundred and Fifty Thousand Dollars (\$750,000) or more in total federal Grant funds during the Sub-recipient's fiscal year are required to conduct and file a single or program-specific audit in accordance with the financial audit requirements under the Uniform Requirements, Subpart F-Audit Requirements § 200.501 through § 200.512 (the "Single Audit"). The Subrecipient shall complete the Single Audit within two hundred seventy (270) calendar days after the ending date of the Sub-recipient's fiscal year. The Subrecipient shall deliver one (1) copy of the Single Audit report to the City within thirty (30) days of completion of the Single Audit.

D. **Inspection:** The Sub-recipient's staff, facilities and all records supporting compliance with the Program, including QPRs, Financial Records, Reports and Audits, and Eligibility Records (collectively, "Program Records") must be made available during normal hours of operation for inspection by designated City staff, HUD monitors, the Inspector General, and the Comptroller of the United States upon request.

E. **Form of Records:** Under 2 CFR § 200.335, when practicable and secure, the Subrecipient should collect, transmit, and store Federal award-related information in open and machine-readable formats rather than on paper. When paper is required, the Subrecipient should require no more than an original and two copies.

F. **Retention:**

i. **Generally:** All Program Records and the Subrecipient's personnel records must be made available to City staff, approved auditors, the Inspector General, the General Accounting Office, or HUD representatives at the Subrecipient's office in a timely manner during the Term, and afterwards they must be retained for a minimum of three (3) years after the expiration or termination of this agreement or three (3) years after the submission of the City's annual performance and evaluation report (as described in 24 CFR § 91.520) in which this Program's Activities will be reported for the first time, whichever is longer.

ii. **Real Property Records:** Records for Activities involving real property subject to reversion of assets (as defined in 24 CFR § 570.503(b)(7) and 570.505) or change of use from CDBG Program purposes must be maintained for five (5) years from the end of the Close-Out Period as defined below.

iii. **Outstanding Balances:** Records for Activities for which there are outstanding loan balances or other receivables or contingent liabilities to the City must be retained until those receivables or liabilities have been satisfied.

G. **Privacy:**

i. **Eligibility Records:** The Subrecipient understands that the Eligibility Records collected under this agreement are private and the use or disclosure of that information, when not directly connected with the administration of the City's or the Sub-recipient's responsibilities with respect to Program Activities, is prohibited unless written consent is obtained from that beneficiary receiving service, and in the case of a minor, that of a responsible parent or guardian. The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information ("PII") from beneficiaries and other information that the City or HUD designates as sensitive, or the Subrecipient considers sensitive, consistent with Federal, State, county, and local laws regarding privacy and obligations of confidentiality.

ii. **All Other Records:** The Subrecipient shall ensure that all Program Records, Financial Records, and Audit reports are kept confidential and must not be disclosed to the public except as necessary to comply with a court order, the Freedom of Information Act ("FOIA"), the California Public Records Act ("CPRA"), or other federal, State, or local law. The City may also provide reasonable access to Program Records regarding the past use of HUD CDBG Grant funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

H. **Enforcement:**

i. If, because of the Program monitoring or an Audit, the Subrecipient has been issued any findings by the auditor, or any contracting, or sub-contracting issues that are not cleared, the City may take any one or more of the following actions until the finding is remediated. These actions are separate from, and in addition to, the special conditions, actions, and remedies listed under Section 11.C:

- (a) Withhold payments;
- (b) Delay execution of new Subrecipient agreements;
- (c) Delay distribution of new HUD CDBG Grant funds; and/ or
- (d) Periodically require that the Subrecipient be audited at the Sub-recipient's expense.

ii. Lack of a financial audit or financial statement compilation by the Subrecipient will allow the City to use the enforcement options subsection i.

6. **Program Property:**

A. **Definitions:** This agreement may contemplate the purchase of Equipment and Supplies to successfully perform the Activities. For purposes of this agreement "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the City for financial statement purposes, or Five Thousand Dollars (\$5,000). "Supplies" means all other tangible personal property costing less than the capitalization level established by the City or Five Thousand Dollars (\$5,000).

B. Ownership of Tangible Program Property: The Subrecipient understands that any Equipment or Supplies (collectively “Program Property”) purchased with the HUD CDBG Grant is held in a trust relationship for benefit of the Program. The City reserves the right to make the Program Property available to other federally-funded City programs, so long as its use will not interfere with the Program.

C. Maintaining Program Property: The Subrecipient shall:

i. Use the Program Property only for the authorized Activities during the Term, or until the Program Property is no longer needed for the purposes of the Program.

ii. Not encumber or sell the Program Property without prior authorization by the City.

iii. For Equipment, maintain property records that include a description of the Program Property, a serial number or other identification number, the source of funding, who holds title, the acquisition date, and cost of the Program Property, percentage of Federal participation in the Program costs for the HUD CDBG Grant under which the Program Property was acquired, the location, use and condition of the Program Property, and any ultimate disposition data, including the date of disposal and sale price of the Program Property.

iv. Physically inventory Equipment at least once a Term, or once every two (2) years if the Term is longer than two (2) years and ensure the Equipment matches the property report.

v. Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the Equipment. Any loss, damage, or theft must be investigated.

vi. Develop adequate maintenance procedures to keep the Equipment in good condition.

vii. Return the Program Property to the City at the end of the Term or during the Term if it is no longer needed in support of the Program. Subject to the City’s prior approval, the Subrecipient may retain Equipment after the Term by compensating the City for the fair market value of the Equipment if no longer needed for CDBG purposes. Any Equipment that is sold during the Term or the Close-Out Period (as defined below) becomes Program Income.

D. Ownership of Intangible Program Property: This agreement may contemplate collecting data and conducting research and investigations in support of the Program (“Intangible Program Property”). The Subrecipient certifies that any Intangible Program Property collected will only be used for Program Activities, and will be remitted to the City after the Term or when no longer needed for the Program. The Subrecipient shall allow the City to copyright any Intangible Program Property that is subject to copyright and was developed, or for which ownership was acquired, under the HUD CDBG Grant. The Intangible Program Property may be reproduced, published, or otherwise used by HUD or other Federal agencies. If the Intangible Program Property is published in a peer-reviewed publication and used by a Federal agency in support of the agency’s administrative action, the Intangible Program Property may be subject to disclosure under FOIA. Any invention made using HUD CDBG Grant funds may be subject to Federal ownership under 37 CFR

Part 401 “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative agreements.”

7. **Close-Out:** The Sub-recipient’s obligation to the City under this agreement does not end until all close-out requirements are completed, no later than ninety (90) calendar days after the end of the Term or date of earlier termination (“Close-Out Period”). The Close-Out Period may be extended by thirty (30) days, subject to the City’s approval. Activities during the Close-Out Period include, but are not limited to: making final payments, submitting final Financial Reports or Audits and QPRs, disposing of Program Property (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. Despite the foregoing, the terms of this agreement will remain in effect during any period that the Subrecipient has control over HUD CDBG Grant funds, including Program Income.

8. **Reversion of Assets:**

A. **Cash or Intangible Assets:** Upon the expiration or termination of this agreement, the Subrecipient shall transfer to City any portion of the Program’s Funding on hand at the time of expiration or termination and any accounts receivable attributable to the use of those HUD CDBG Grant funds.

B. **Program Property:** The Subrecipient shall return the Program Property to the City at the end of the Term or during the Term if it is no longer needed in support of the Program. With the City’s prior approval, the Subrecipient may retain Equipment after the Term by compensating the City for the fair market value of the Equipment.

C. **Real Property:** Where applicable, if the Subrecipient maintains control over any real property that was acquired or improved in whole or in part with HUD CDBG Grant funds in excess of twenty-five thousand dollars (\$25,000), the Subrecipient shall either:

i. Use the real property to meet one of the National Objectives stated in 24 CFR § 570.208 up to and until five (5) years after termination or expiration of this agreement, or for a longer period of time as determined to be appropriate by the City; or

ii. Dispose of the real property in a manner that results in the City’s being reimbursed a predesignated amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HUD CDBG Grant funding for the acquisition of, or improvement to, the real property. Reimbursement to the City is not required after the time specified in subsection (i) above.

D. **Program Income:** Program Income on hand at the time the agreement expires or received after the agreement’s expiration must be immediately repaid to the City.

9. **Suspension and Termination:**

A. **At-Will:** This agreement may be canceled or terminated at any time by either Party upon thirty (30) calendar days written notice to the other Party. The effective date of the cancellation or termination must be specified in the notice.

B. Other Causes for Termination: In accordance with 2 CFR § 200.339, suspension or termination may also occur:

- i. If the Subrecipient materially fails to comply with any terms of the agreement, including Program Activities and eligibility requirements;
- ii. For cause; and/ or
- iii. By agreement of both Parties for convenience.

C. Notice and Opportunity to Object: Before any termination notice for non-compliance with the terms of this agreement, failure to meet any of the Performance Goals, or as a result of a finding under Program Monitoring or Financial Report or Audit (each, a “Deficiency”), City shall issue a written notice of the findings with recommendations to the Subrecipient, and provide the Subrecipient thirty (30) calendar days to respond in writing. The City shall then have thirty (30) calendar days to review the Subrecipient’s response and issue a letter either clearing the Subrecipient or advising the Subrecipient of further actions against it, including imposing additional special conditions listed in 2 CFR § 200.207, taking any of the actions listed in 2 CFR § 200.338, or terminating this agreement, as necessary. The City at its discretion may withhold from the Subrecipient any funding, whether HUD CDBG Grant funds or otherwise, pending resolution of any Deficiency.

D. Costs: Costs to the Subrecipient resulting from Program obligations incurred during a suspension or after termination of this agreement are not allowable unless the City expressly authorizes them in the notice of suspension or termination. However, costs during suspension or after termination are allowable if:

- i. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and
- ii. The costs would be allowable if the Program’s Funding was not suspended or had expired normally at the end of the Term.

E. Closeout: If this agreement is terminated, both the City and the Subrecipient remain responsible for compliance with the requirements in 2 CFR §§ 200.343, 200.344 until the end of the Close-Out Period.

10. **Compliance with Applicable Laws and Regulations.**

A. Compliance with Other Program Requirements: The Subrecipient shall carry out each Activity in compliance with Federal and HUD requirements listed Subpart K of 24 CFR § 570 (which includes, but is not limited to, compliance with antidiscrimination, labor standard, conflict regulations), as it may be amended or supplemented from time to time; except that (i) the Subrecipient does not assume the City’s environmental responsibilities described at 24 CFR § 570.604; and (ii) the Subrecipient does not assume the City’s responsibility for initiating the National Environmental Policy Act (“NEPA”) review process under the provisions of 24 CFR Part 58. A non-exclusive list of Program requirements is attached as Attachment D, which is attached to this agreement and is incorporated into it by this reference.

B. Compliance with Other Federal, State, and Local Laws: In addition to the requirements of Subpart K above, the Subrecipient shall comply with all other applicable Federal, State and local laws and regulations in performing the Program Activities. A non-exclusive list of applicable laws is also provided in the attached Attachment D.

C. Suspension and Debarment: The Subrecipient shall not enter into an agreement with the City if they are placed on the System for Award Management (SAM) suspension and debarment list. The Subrecipient shall verify the status of a contractor or vendor to maintain the quality and legitimacy of business relationships while safeguarding against potential negative impacts on the project and the involved parties. Working with debarred contractors can pose risks to the success and integrity of the project, resulting in delays, subpar performance, or other issues. Debarment on the SAM list will be grounds for immediate rescission of the City's contractual obligation.

11. **General Matters:**

A. Administrative and Financial Management Requirements: The Subrecipient shall comply with accounting and financial management standards the Uniform Requirements 2 CFR Subpart D-Post Federal Award Requirements §§ 200.300-345, except for those sections described in 24 CFR § 570.502 (Revisions of Budget and Program Plans). The Subrecipient shall adhere to the accounting and financial management principles and procedures required in those provisions, utilize adequate internal and budget controls, and maintain necessary source documentation for all costs incurred.

B. Procurement:

i. Federal Procurement Standards: The Subrecipient shall comply with federal standards under 2 CFR §§ 200.318-200.326 concerning the procurement and purchase of Equipment, Supplies, and services using the HUD CDBG Grant to ensure that they are obtained as economically as possible through an open and competitive process. The Subrecipient must develop and maintain a written code of standards that helps prevent conflicts of interest in procurement. The Subrecipient must make available to City upon request any technical specifications on proposed procurements before soliciting the contract or service, and other procurement documents, requests for proposals, invitations for bids, or independent cost estimates under 2 CFR 200.324.

ii. City Purchasing Procedures: The Subrecipient must also comply with the City's current Purchasing Procedure when making purchases and entering into contracts with the City's HUD CDBG Grant funds.

C. Utilization of Disadvantaged Business Enterprises: It is HUD's and the City's policy to take positive steps or oversee that positive steps are taken to maximize the utilization of small, minority, women's and disadvantaged business enterprises (collectively, "DBEs") in all contract activity by CDBG Sub-recipients. The Subrecipient shall take affirmative steps and utilize its best efforts to carry out this policy in the award of its sub-contracts or sub-awards to the fullest extent consistent with the efficient performance of this agreement. The CDBG Subrecipient will comply with Section 3, of the Housing and Urban Development Act

of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75, and its amendments.

D. Independent Contractor Status of the Subrecipient: The Parties acknowledge that the performance of the Sub-recipient’s service(s) under this agreement is in the capacity of an independent contractor; that no employees of the Subrecipient have been, are, or will be employees of the City by virtue of this agreement; and the Subrecipient shall so inform each employee organization and each employee who is hired or retained under this agreement. In addition, the Parties acknowledge that the Subrecipient provides its own services to members of the public and other businesses, and that any funding provided by the City to the Subrecipient under this agreement is solely HUD CDBG Grant funding under the Act.

E. Workers’ Compensation: The Subrecipient understands and acknowledges that all persons furnishing services to the City under this agreement are, for the purpose of workers’ compensation liability, employees solely of the Subrecipient and not of the City. In performing the Services, work, operations, or activities under this agreement, or in carrying out the Project this agreement, the Subrecipient is liable for providing workers’ compensation benefits to the Sub-recipient’s employees, or anyone whom the Subrecipient directly or indirectly hires, employs, or uses. The City is not responsible for any claims at law or in equity caused by the Sub-recipient’s failure to comply with this section.

F. Licenses: The Subrecipient shall obtain and maintain, during the term of this agreement, all appropriate licenses, permits and certificates required by all applicable local, State, and federal laws, regulations, guidelines, and directives for the operation of its program and for the provision of services under this agreement.

G. Insurance:

i. When the Subrecipient signs and delivers this agreement to the City, and during this agreement’s Term, the Subrecipient shall furnish the City with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the “Insurance Requirements,” which are attached as “Attachment C” to this agreement and are incorporated into it by this reference.

ii. This agreement’s insurance provisions:

(a) Are separate and independent from the indemnification and defense provisions in Section 11.H. of this agreement; and

(b) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Section 11.H. of this agreement.

H. Indemnity:

i. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— the Subrecipient, its employees, agents, Subconsultants, and persons whom the Subrecipient employs or hires (individually and collectively, “Subrecipient Indemnitor”) shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and representatives (individually and collectively, “City

ATTACHMENT 1 – 18

Indemnitee”) from and against a “liability” [as defined in subsection (a) below], or an “expense” [as defined in subsection (b) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a Subrecipient Indemnitor:

(a) “Liability” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is: (1) Actual or alleged; (2) In contract or in tort; or (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(b) “Expense” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to: (1) Attorney’s fees; (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal; (3) Fees of an accountant, expert witness, consultant, or other professional; or (4) Pre or post-judgment interest or settlement interest.

ii. Under this section, the Subrecipient Indemnitor’s defense and indemnification obligations:

(a) Apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a City Indemnitee; but

(b) Do not apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a City Indemnitee.

iii. To the extent that the Subrecipient Indemnitor’s insurance policy provides an upfront defense to the City, the Subrecipient Indemnitor’s obligation to defend a City Indemnitee under this section:

(a) Means that the Subrecipient Indemnitor shall provide and pay for legal counsel, acceptable to the City, for the City Indemnitee;

(b) Occurs when a claim, suit, complaint, pleading, or action against a City Indemnitee arises out of, pertains to, relates to, or asserts an act, error, or omission of the Subrecipient Indemnitor; and

(c) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies the Subrecipient Indemnitor.

iv. Section 11.H.iii does not limit or extinguish the Subrecipient Indemnitor’s obligation to reimburse a City Indemnitee for the costs of defending the City Indemnitee against a liability, or an expense, or both. A City Indemnitee’s right to recover defense costs and attorney’s fees under this section does not require, and is not contingent upon, the City Indemnitee’s first:

(a) Requesting that the Subrecipient Indemnitor provide a defense to the City Indemnitee; or

ATTACHMENT 1 – 19

(b) Obtaining the Subrecipient Indemnitor's consent to the City Indemnitee's tender of defense.

v. If the Subrecipient subcontracts all or any portion of the Services under this agreement, the Subrecipient shall provide the City with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless a City Indemnitee under the terms in this section.

vi. The Subrecipient Indemnitor's obligation to indemnify, defend, and hold harmless the City will remain in effect and will be binding upon the Subrecipient Indemnitor whether the liability, or the expense, or both, accrues— or is discovered— before or after this agreement's expiration, cancellation, or termination.

vii. Except for Section 11.H.iii, this section's indemnification and defense provisions are separate and independent from the insurance provisions in Section 11.H. In addition, the indemnification and defense provisions in this Section:

(a) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Section 11.G; and

(b) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Section 11.G.

I. Notices:

i. The Parties shall submit in writing all notices and correspondence that this agreement requires or permits and shall use the following delivery method: (a) Personal delivery; (b) U.S. mail, first class postage prepaid; (c) Certified" U.S. mail, postage prepaid, return receipt requested; (d) Facsimile; or (e) Email.

ii. All written notices or correspondence done in the manner described in subsection i. above with the street address or place, facsimile number, or email address listed in subsection iii. below will be presumed "given" to a Party on whichever date occurs earliest: (a) The date of personal delivery; (b) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail; (c) The date on which the Party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or (d) The date of transmission, when sent by facsimile or email.

iii. The City and the Subrecipient designate the following contact person, street address or place, telephone or facsimile number, or email address for giving notice or correspondence.

City
City of Burbank
Community Development Dept
P.O. Box 6459
Burbank, California 91502

Subrecipient
<INSERT INFO>

J. Access to Remedies: The laws of the State of California govern all matters arising under this agreement.

i. Nothing in this agreement restricts the right or access of the Parties to any legal or equitable remedy to enforce the rights and obligations established by this agreement; and all remedies are cumulative.

ii. The City will be allowed to appear in, and defend any actions affecting its rights or liabilities.

iii. Either Party's waiver of a breach of any provision of this agreement does not operate, and must not be construed, as a waiver of any subsequent breach of that same or any other provision.

K. Reciprocal Attorney's Fees: If litigation is commenced by either Party with respect to the performance or breach of this agreement, the prevailing party in that litigation is entitled to its reasonable costs and attorney's fees incurred in prosecuting or defending the litigation.

L. Assignment or Subcontracting: Neither Party shall assign or sub-contract the rights or duties of this agreement without the prior written approval of the other Party, and such agreements must contain sections involving program and legal compliance, and indemnity, that satisfies the City. Any assignment or sub-contract without prior written approval is void.

M. Successors and Assigns: This agreement binds and benefits the Parties and their respective permitted successors and assigns.

N. Amendments: This agreement must not be amended or modified in any way except by written agreement signed and authorized by representatives of the Parties.

O. Merger: This agreement together with all Attachments constitutes the entire agreement between the Parties, and it is acknowledged that no other promise or representations have been made, or are relied upon, by either Party in entering into this agreement.

P. Interpretation: California law governs the construction and interpretation of this agreement, except where pre-empted by Federal law.

Q. Partial Validity: The invalidity, in whole or in part, of any terms of this agreement does not affect the validity of the remaining terms.

R. Force Majeure: Neither Party is considered in default in the performance of its obligations under this agreement or any of them, if the obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of the Party which include, but are not limited to, acts of God, labor disputes, civil unrest, and global health emergencies.

The Parties shall communicate in good faith to develop a reasonable alternative time schedule caused by the delay.

S. Counterparts: The Parties may execute this agreement in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this section to execute this Agreement with an electronic signature shall be limited to a physical (“wet ink”) signature placed on a counterpart to this Agreement by a Party, and transmitted electronically as described in this section to the other Party.

T. Severability. If any part, term, or provision of this agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this agreement, the validity of the remaining portions or provisions will not be affected by such holding.

U. Venue. Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

V. Representations – Authority. The Parties represent that:

i. They have read this agreement, fully understand its contents, and have received a copy of it;

ii. Through their duly authorized representative, they are authorized to sign this agreement, and they are bound by its terms; and

iii. They have executed this agreement on the date opposite their signature.

ATTACHMENT 1 – 22

By their signatures, the parties have executed this agreement on the date indicated above:

"SUBRECIPIENT"
INSERT NAME

"CITY"
City of Burbank

Signature

Signature

Name (Please Print)

Patrick Prescott
Name (Please Print)

Title

Community Development Director
Title

If Consultant is a corporation or LLC, a second signature is required:

ATTEST:
Office of the City Clerk

Signature

Name (Please Print)

Kimberley Clark, City Clerk

Title

Approved as to Form
Burbank City Attorney's Office

By: _____
Signature
Ray Johal

Name
Senior Assistant City Attorney

Title

ATTACHMENTS

Attachment A-1	Scope of Services
Attachment A-2	Itemized Budget (provided by subrecipient)
Attachment B	Quarterly Progress Report
Attachment C	Insurance Requirements
Attachment D	Legal and Program Requirements

Attachment A-1

Scope of Services

PROGRAM NAME: : _____
<INSERT ACTIVITIES, INCLUDING DESCRIPTION OF ACTIVITY TO BE UNDERTAKEN, PRODUCTS OR SERVICES TO BE PERFORMED AND ONLY FUNDED WITH CDBG, WHERE ACTIVITY TAKES PLACE, HOW THEY ARE TO BE PROVIDED, HOW PROGRAM WILL BE GENERALLY ADMINISTERED ETC.>

Note: The subrecipient activities must be eligible under 570.201. Basic eligible activities are described under the reference section of this document.

I. PROGRAM SPECIFIC REQUIREMENTS

<INSERT THE SPECIFIC HOUSEHOLDS OR SUBPOPULATIONS THAT WILL BE ASSISTED UNDER THE PROGRAM % OF BURBANK RESIDENTS EXPECTED TO BE SERVED AND INCOME TARGETS >

Note: The CDBG Specific Requirements can be found under the reference section of this document.

II. PERFORMANCE MEASURES AND NATIONAL OBJECTIVE

A Subrecipient must provide performance measures that are expected to be met with CDBG funds.

Activities	Metrics	Target Outcomes

The above activities should allow the Subrecipient to meet one or more of the CDBG Program’s National Objectives under 24 CFR § 570.506: (a) provide a benefit to low or moderate income persons; (b) aid in the prevention or elimination of slums and blight; or (c) meet a community development need having a particular urgency as defined in 24 CFR Part 570.208.

III. RECORD KEEPING

<INSERT HOW RECORDS WILL BE COLLECTED AND COMPILED FOR ELIGIBILITY>

Note: Subrecipients should have client name, address, income level, and description of eligibility for specific program. Further information on records is described in the reference section of this document.

REFERENCES

§ 570.201 BASIC ELIGIBLE ACTIVITIES

CDBG funds may be used for the following activities:

(a) **Acquisition.** Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of [§ 570.207](#).

(b) **Disposition.** Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in [§ 570.504](#).

(c) **Public facilities and improvements.** Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in [§ 570.207\(a\)](#), carried out by the recipient or other public or private nonprofit entities. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in [§ 570.207\(a\)\(1\)](#).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in [§ 570.207\(b\)\(3\)](#). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients including those specified in [§ 570.204](#) may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in [§ 570.200\(b\)](#).

(d) **Clearance and remediation activities.** Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and

remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under [§ 570.205](#).

(e) **Public services.** Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under [§ 570.207\(b\)\(4\)](#)), homebuyer downpayment assistance, or recreational needs. If housing counseling, as defined in [24 CFR 5.100](#), is provided, it must be carried out in accordance with [24 CFR 5.111](#). To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed [paragraphs \(e\) \(1\) or \(2\)](#) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under [subpart D of this part](#), nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in [§ 570.500\(a\)](#). For entitlement grants under [subpart D of this part](#), nonentitlement CDBG grants in Hawaii, and for recipients of insular area funds under section 106 of the Act, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from origin year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under [paragraph \(e\)\(1\)](#) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

(f) *Interim assistance.*

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief executive officer of the recipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in [paragraph \(f\)\(1\)](#) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and

(iii) The improvement of private properties.

(3) All activities authorized under [paragraph \(f\)\(2\)](#) of this section are limited to the extent necessary to alleviate emergency conditions.

(g) *Payment of non-Federal share.* Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) **Urban renewal completion.** Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in [§ 570.801](#).

(i) **Relocation.** Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is

(1) required under the provisions of [§ 570.606 \(b\)](#) or [\(c\)](#); or

(2) determined by the grantee to be appropriate under the provisions of [§ 570.606\(d\)](#).

(j) **Loss of rental income.** Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) **Housing services.** Housing services, as provided in section 105(a)(21) of the Act ([42 U.S.C. 5305\(a\)\(21\)](#)). If housing counseling, as defined in [24 CFR 5.100](#), is provided, it must be carried out in accordance with [24 CFR 5.111](#).

(l) **Privately owned utilities.** CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) **Construction of housing.** CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) **Homeownership assistance.** CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o)

(1) The provision of assistance either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients) to facilitate economic development by:

(i) Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

(ii) Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

(iii) Providing general support, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

(2) Services provided this [paragraph \(o\)](#) shall not be subject to the restrictions on public services contained in [paragraph \(e\)](#) of this section.

(3) For purposes of this [paragraph \(o\)](#), “persons developing microenterprises” means such persons who have expressed interest and who are, or after an initial screening process are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

(4) Assistance under this [paragraph \(o\)](#) may also include training, technical assistance, or other support services to increase the capacity of the recipient or subrecipient to carry out the activities under this [paragraph \(o\)](#).

(p) **Technical assistance.** Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The recipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under [§ 570.205](#).

(q) **Assistance to institutions of higher education.** Provision of assistance by the recipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under this subpart C.

[[53 FR 34439](#), Sept. 6, 1988, as amended at [53 FR 31239](#), Aug. 17, 1988; [55 FR 29308](#), July 18, 1990; [57 FR 27119](#), June 17, 1992; [60 FR 1943](#), Jan. 5, 1995; [60 FR 56911](#), Nov. 9, 1995; [61 FR 18674](#), Apr. 29, 1996; [65 FR 70215](#), Nov. 21, 2000; [67 FR 47213](#), July 17, 2002; [71 FR 30034](#), May 24, 2006; [80 FR 69870](#), Nov. 12, 2015; [81 FR 90659](#), Dec. 14, 2016]

CDBG SPECIFIC REQUIREMENTS:

A. For all Activities, the Parties must comply with the requirement that:

(i) At least sixty percent (60%) of all the persons served by the Program are residents of the City.

(ii) At least sixty percent (60%) of the persons served by the Program are low-and-moderate income (“LMI”) persons under Section 24 CFR Part 570.208 and by the

Cranston-Gonzalez National Affordable Housing Act (PL 101-625), as amended, and defined by the U.S. Department of Housing and Urban Development.

(iii) The Activities will provide either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the City in the twelve (12) calendar months before implementing the Activities under 24 CFR Part 570.201(e).”

RECORD-KEEPING REQUIREMENTS:

The Subrecipient must compile and maintain records which verify that Program beneficiaries meet National Objective LMI eligibility requirements under 24 CFR § 570.506(b) and the Cranston-Gonzalez Amendments (“Eligibility Records”). In addition, the Subrecipient must provide documentation upon request by the City that at least sixty percent (60%) of the persons benefitting from Program Activities are: LMI and City of Burbank residents. Documentation supporting these eligibility requirements are as follows:

a. Applicant Information Forms: Documentation of LMI and residency must include:

i. Self-certified Applicant Information Forms for all Program beneficiaries in the form of Attachment C, which is attached to this agreement and is incorporated into it by this reference; and

ii. A ten percent (10%) sampling of income documentation of beneficiaries, which must include acceptable source documentation such as: copies of pay stubs, W2’s, tax returns and public assistance verification. All LMI and residency documentation at a minimum must include the names of all the household members, address, total income from all persons in the family, income source, and racial background. LMI documentation must be verified during City monitoring visits.

b. Limited Clientele Records: The Sub-recipient Subrecipient shall not be required to collect a ten percent (10%) sampling of back-up income documentation for clients and programs that are designed for and serve primarily clients belonging to a group which HUD has deemed presumed to meet the low-income benefit criteria. Those presumed groups include elderly persons (62 years and older), severely disabled adults, homeless persons, victims of domestic violence, abused children, persons living with AIDS, illiterate adults, and migrant workers. However, presumed LMI eligibility does not apply if those clients are part of a broader program that serves the general population and non-presumed groups, or provides other services. In addition, the Sub-recipient Subrecipient must submit or obtain a policy statement from the Program operators regarding how they verify client’s group status, which must include the location and description of the Program service area’s geographical boundaries.

Attachment A-2

**Budget Template
(CDBG only)**

<INSERT BUDGET BREAKDOWN SUCH AS THE FOLLOWING

Position Title	Rate/Hourly	Not to exceed
1.	\$	\$
2.	\$	\$
Benefits		\$0
Taxes		\$0
	Subtotal	\$0
Direct Services		
Supplies and Materials		\$0
Equipment		\$0
Communication		\$0
Travel & Transportation		\$0
	Total	\$

ATTACHMENT B CITY OF BURBANK COMMUNITY DEVELOPMENT BLOCK GRANT QUARTERLY PROGRESS REPORT

<i>Agency:</i>		<i>Contract #:</i>	
<i>Project Title:</i>	Program:	Grant Year:	Report Period:

I. Direct Beneficiaries (New Clients or Participants Only)

	Quarter/ Month/Year Total	Fiscal Year to Date Total
Very Low Income (50% or Below Median Income)		
Low to Moderate Income (51% to 80% of Median Income)		
Other Income (Over 80% of Median Income)		
Total (A)		

II. New Client or Participant Characteristics

Characteristic	Quarter/ month/year Total	Fiscal Year to Date Total
White		
Black/African American		
Asian		
American Indian or Alaska Native		
Native Hawaiian or Other Pacific Islander		
Black-African American & White		
Asian & White		
American Indian or Alaska Native & White		
Asian & Black-African American		

American Indian or Alaska Native & Black-African American		
Armenian		
Other		
Hispanic/Latino Ethnicity		
TOTAL (B) (Equal to Total of A)		
Elderly (Of Total (B)) (62 and Over)		
Disabled (Of Total (B))		
Female Head of Households (Of Total (B))		
Male Head of Households (Of Total (B))		
Burbank Residents (Of Total (B))		

III. Jobs – if applicable. (Tables A and B must total the same number)

	Total Job Count				Percent %
	Full time	Full time / low Mod	Part Time	Part Time Low / Mod	Low / Mod Jobs
Actually Created					
Actually Retained					
Enrolled in Job / vocational training					

IV. Activity Summary

1. Provide a summary of expenditures for the quarter related to your CDBG grant.

- *Grant Award Amount -*
- *Type of Expenditure – (i.e. public services, economic development, capital)*
- *Amount of grant funds spent during the quarter -*

Attachment C

**INSURANCE
REQUIREMENTS**

Consultant shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant’s profession (“E&O Insurance”), with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

5. Sexual Abuse and Molestation: If the Consultant’s services involve contact with minors or vulnerable populations, the Consultant shall maintain coverage with limits no less than **\$1,000,000 per occurrence** and **\$2,000,000 aggregate** for damages arising out of actual or alleged acts of sexual abuse or molestation. This coverage may be provided as part of the Commercial General Liability policy or through a standalone Sexual Abuse and Molestation Liability policy. If included within the Commercial General Liability policy, coverage shall be provided on **ISO Form CG 20 10 11 85** or an equivalent form.

If Consultant maintains higher limits than the minimums shown above, the City requires

and shall be entitled to coverage for the higher limits maintained by Consultant.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law.

Claims Made Policies. For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The "Retroactive Date" must be shown, and must be before the Effective Date.
2. Insurance must be maintained and evidence of insurance must be

provided for at least three (3) years after completion of the work required under the Agreement.

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the Agreement Effective Date*, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3) years after completion of work*.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. **City shall inform Consultant if such insurance is required.**

Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant’s Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year. **City shall inform Consultant if such insurance is required.**

Other Legal and Program Requirements

Subrecipient is responsible for reviewing, understanding, and complying with all applicable legal and program requirements, including the requirements specific to the grants funding this program and those contained in the attached.

ATTACHMENT D-1

Citations for the Basic Elements of a Subrecipient Agreement

Provisions	24 CFR 570	2 CFR 200	Other Federal Regula- tions
1. National Objective Compliance/ Eligibility	570.200(a)(1)+(2), 570.201–570.209, 570.506		
2. Scope of Work	570.503		
3. Time of Performance	570.503		
4. Compensations and Method of Payment	570.502	200.305	
5. Program Income	570.500(a), 570.502(a)(3), 570.503(b)(3), 570.504		
6. Record-Keeping Requirements	570.502(a)(7), 570.506	200.333-335	
7. Reporting Requirements	570.502, 570.507	200.327-329	24 CFR 91.520
8. Public Access to Program Re- cords	570.502, 570.508	200.336-337	
9. Grant Closeout Procedures	570.502, 570.509	200.343-345	
10. Uniform Administrative and Pro- gram Management Standards	570.502, 570.503(b)(4), 570.610	200.101-102	2 CFR 200
11. Reversion of Assets	570.502(a)(7), 570.503(b)(7), 570.505		
12. Real Property	570.502(a)(7), 570.503(b)(7), 570.505		
13. Other Program Requirements	570.503(b)(5), 570.600–603, 570.605–614		
14. Termination	570.502(a)(7), 570.503 (b)(6)	200.339	
15. Compliance with Laws/Regula- tions	570.501(b), 570.503(b)(5)	200.302(a), 303	
16. Antidiscrimination/Affirmative Action and EEO	570.601, 570.602, 570.607	200.300, 200.321	
17. Financial Management	570.502, 570.610	200.302-305, 200.327,	
18. Audits	570.502, 570.610	200.501	
19. Religious and Political Activities	570.200(j), 570.207		
20. Budget Modifications	570.502(a)(4), 570.503(b)(1)		
21. Monitoring	570.501(b), 570.503(b)(1)	200.328, 331	
22. Conflict of Interest	570.611	200.112, 318	
23. Procurement Methods	570.502	200.218-326	
24. Budget	570.503		
25. Project Schedule/Milestones	570.503		
26. Environmental Review	570.503(b)(3)(1)		

Other Program Requirements

Requirements	Federal Regulations	Other References
1. Federal Labor Standards <ul style="list-style-type: none"> • Davis-Bacon • Copeland Act (Anti-kickback) • Contract Work Hours and Safety Standards 	24 CFR 570.603 29 CFR 1, 3, and 5	Section 110, Housing and Community Development Act of 1974 (HCDA); 40 U.S.C. 276a-276a-5 ; 40 U.S.C. 276c ; 40 U.S.C. 327 et seq.
2. Equal Employment Opportunity	24 CFR 570.601-602 24 CFR 570.607 41 CFR 60	Executive Orders 11246 and 12086 , 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609 24 CFR 24	
4. Non-Discrimination	24 CFR 8 24 CFR 570.601 24 CFR 570.602	Section 504 of Rehab. Act of 1973 , Americans with Disabilities Act of 1990 , Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608 24 CFR 35	42 U.S.C. 4821 et seq.
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/ National Environmental Policy Act/ Flood Insurance Requirements <ul style="list-style-type: none"> • Siting Near Airports and Coastal Barrier Resources • Fish and Wildlife Protection • Flood Plain • National Historic Preservation • Noise Abatement & Control • Wetlands • Air Quality • Coastal Zones • Endangered Species • Thermal/Explosive Hazards • Flood Insurance 	24 CFR 570.503(b)(5)(i) 24 CFR 570.604 24 CFR 570.202 24 CFR 58 24.CFR 58.5 24 CFR 570.605 24 CFR 58.6	Sec. 104(g), HCDA 42 U.S.C. 4001 et seq.
10. Relocation, Real Property Acquisition, and One-for-One Housing Replacement <ul style="list-style-type: none"> • Uniform Relocation Act • Residential anti-displacement and relocation assistance • One-for-One Replacement 	24 CFR 570.201(i) 24 CFR 570.606 49 CFR 24 24 CFR 570.606(c)(1)	Sec. 104(d) and 105(a)(11) of HCDA, www.hud.gov/relocation
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions

12. Section 108 Loan Guarantees	24 CFR 570.700–570.709	Sec. 108 of HCDA
13. Applicable Credits		A-87

Chapter 3: Resource

Requirements	Federal Regulations	Other References
14. Fair Housing Act, Title VII of the Civil Rights Act		
15. Executive Order 11063, as amended by Executive Order 12259	24 CFR 107	
16. Section 109 of Title I of the Housing and Community Development Act of 1974		
17. Section 3 of the Housing and Community Development Act of 1968		
18. Section 504 of the Rehabilitation Act of 1973		
19. The Americans with Disabilities Act (ADA) of 1990		
20. The Age Discrimination Act of 1975		
21. The Architectural Barrier Act of 1968		
22. Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs	24 CFR Part 5- Final Rule	
23. Building America, Buy America Act	2 CFR Part 184	