

**RESOLUTION NO. 4342**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME  
AUTHORIZING THE EXECUTION OF THE SUBAWARD AGREEMENT BETWEEN THE CITY OF  
PORT HUENEME AND THE COUNTY OF VENTURA FOR REIMBURSEMENT OF COVID-19  
RELATED EXPENSES IN ACCORDANCE WITH THE VENTURA COUNTY  
COVID-19 CITIES ASSISTANCE PROGRAM**

**WHEREAS**, based on the county's population, Ventura County received a total of \$147.6 million Coronavirus Relief Funds (CRF) provided in the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

**WHEREAS**, the Ventura County Board of Supervisors authorizes the County of Ventura ("County") to allocate \$5 million of County's share of CRF to cities; and

**WHEREAS**, the City of Port Hueneme ("City") has been allocated \$257,825 (the "Funds"); and

**WHEREAS**, to be eligible to receive the Funds, the City was required to submit a Subaward Agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORT HUENEME DOES  
HEREBY RESOLVE:**

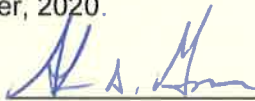
**Section 1:** The above recitals are true and correct and are incorporated into this Resolution by reference.

**Section 2:** The City Manager is hereby authorized to execute and cause the delivery to the County of Ventura the Subaward Agreement attached as Exhibit A to this Resolution and incorporated by this reference, and the City Manager, or his designee, is further authorized and approved to execute and submit any additional agreements, forms and documentation that may be required regarding the City's allocation of funds pursuant to the Subaward Agreement.

**Section 3:** This Resolution shall take effect immediately upon its passage.

**Section 4:** The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original resolutions.


**PASSED AND ADOPTED** this 21<sup>st</sup> day of December, 2020.

  
\_\_\_\_\_  
Steven A. Gama, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristy Buxkemper, City Clerk

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brad Conners, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles R. Green, City Attorney or  
Kevin Spaulding, Deputy City Attorney

STATE OF CALIFORNIA

) ss

COUNTY OF VENTURA

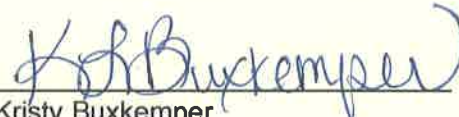
I, Kristy Buxkemper, City Clerk of the City of Port Hueneme, California, do hereby certify that the foregoing Resolution No. 4342 was duly adopted at the general meeting of the City Council for the City of Port Hueneme on the 21, day of December 2020, by the following vote:

AYES: Rollins, Gama, Hernandez, Martinez, Perez

NOES:

ABSENT:

ABSTAIN:

  
\_\_\_\_\_  
Kristy Buxkemper,  
City Clerk

**SUBAWARD AGREEMENT FOR THE  
VENTURA COUNTY COVID-19  
CITIES ASSISTANCE PROGRAM**

This Subaward Agreement for the Ventura County COVID-19 Cities Assistance Program (“Agreement”) is hereby entered into by and between the County of Ventura (“County”) and the City of Port Hueneme (“Subrecipient”).

**ARTICLE I  
PURPOSE OF AGREEMENT**

1. The purpose of this Agreement is to provide Subrecipient with funding (“Subaward Funds”) from the federal Coronavirus Relief Fund (“CRF”) pursuant to the Ventura County COVID-19 Cities Assistance Program (“Program”), to be used for Subrecipient’s unreimbursed COVID-19-related costs that were incurred during the period of March 1, 2020, through October 31, 2020, in accordance with section 601(d) of the Social Security Act and the United States Department of the Treasury’s guidance on eligible expenses. The Subaward Funds will be limited to unreimbursed COVID-19-related costs for non-labor (services and supplies) expenses, payroll costs for public safety employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, and payroll costs for other staff whose services were directly related to code enforcement activities to ensure ongoing compliance with state and County public health orders by assisting businesses through education in order to open or remain open (“Business Ambassador Program”) during the COVID-19 public health emergency (collectively, “Eligible Expenses”). For purposes of this Agreement, County serves as the pass-through entity for a federal award and Subrecipient serves as the recipient of a subaward.

**ARTICLE II  
REPRESENTATIONS**

2. The parties agree that this Agreement is entered into based on the following representations:

2.1. County representations:

2.1.1. County represents to Subrecipient it received the Subaward Funds from the federal government, and County has the authority to subaward the Subaward Funds to Subrecipient and set the terms and conditions outlined in this Agreement.

2.1.2. County represents to Subrecipient that it has authority to disburse the Subaward Funds under this Agreement.

2.2. Subrecipient's representations:

2.2.1. Subrecipient represents to County that it is fully qualified and eligible to receive the Subaward Funds awarded to it by County as part of this Agreement.

2.2.2. Subrecipient represents to County that it understands that any funding provided through the Program will be limited to Eligible Expenses and is authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") and that it will follow all requirements of the CARES Act, including, but not limited to, all related guidance, including subsequent guidance, issued by the United States Department of the Treasury.

2.2.3. Subrecipient acknowledges that County intends to award a portion of the CRF to Subrecipient, and further acknowledges that the Subaward Funds may be utilized only for the uses authorized by this Agreement and the CARES Act.

2.2.4. Subrecipient covenants that the use of the Subaward Funds by Subrecipient is limited to only those uses for which the Subaward Funds may be utilized under this Agreement and the CARES Act.

**ARTICLE III  
SUBAWARD FUNDS, TERMS AND CONDITIONS**

3. County will pass-through the Subaward Funds to Subrecipient in the maximum total payment amount(s), as specified in Exhibit 1. In consideration of the Subaward Funds, Subrecipient agrees to the terms and conditions set forth in this Agreement and in Exhibits 1, 2 and 3, which are attached to this Agreement.

**ARTICLE IV  
TERM AND TERMINATION; SUSPENSION; NON-COMPLIANCE;  
SUBAWARD FUNDS**

4.1. Term and Termination. The term of this Agreement will commence on December 21, 2020. This Agreement may be terminated consistent with 2 Code of Federal Regulations ("C.F.R.") part 200.339 or pursuant to the terms and conditions set forth herein.

4.2. Suspension. County may suspend this Agreement, in whole or in part, pursuant to a funding failure or if Subrecipient fails to comply with terms and conditions of this Agreement. If suspension is due to Subrecipient's failure to comply, County may withhold further payment pending corrective action by Subrecipient or a decision to terminate this Agreement by County.

4.3. Non-compliance. If Subrecipient fails to comply with applicable statutes and regulations or the terms and conditions of this Agreement, County may impose additional conditions on Subrecipient, as described in 2 C.F.R. part 200.207. If County determines that non-compliance cannot be remedied by imposing additional conditions, County may take one or more of the actions described in 2 C.F.R. part 200.338.

4.4. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. County may terminate or suspend this Agreement at any time, without advance notice, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to County by the state or the federal funding source, (ii) the County reserves funds, or (iii) County determines that funds will not or may not be available for payment. County shall provide notice, in writing, to Subrecipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4.5. Termination for Assignment. County may terminate this Agreement immediately, without advance notice, if Subrecipient assigns or purports to assign this Agreement or any portion thereof to a third party without the prior written consent of County.

## **ARTICLE V ADDITIONAL REQUIREMENTS**

### 5.1. Subaward Funds.

5.1.1. Return of Subaward Funds. Subaward Funds that are not expended by Subrecipient to cover Eligible Expenses incurred during the period of March 1, 2020, through October 31, 2020, shall be returned to County on or before December 30, 2020.

5.1.2. Interest. All interest earned on Subaward Funds held by Subrecipient shall be treated in accordance with 2 C.F.R. part 200.305(b)(9). Any amount due shall be remitted annually in accordance with 2 C.F.R. part 200.305(b)(9) or to County, as applicable.

5.1.3. Subaward Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 C.F.R. part 200.305(b)(8).

5.1.4. Duplication of Benefits. Subrecipient shall not use Subaward Funds for costs which Subrecipient has received or will receive funds through other grant, insurance, state or federal sources.

5.1.5. Subrecipient shall be liable for all amounts which are determined to be



ineligible expenses or to be due as a result of disallowance by the federal government, the State of California, or County, or any other governmental agency with jurisdiction. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by County. Subrecipient will be notified of any disallowed costs or any other controversy or proceeding between County, the State of California, or the federal government arising from the performance of this Agreement.

5.2. **Mandatory Criminal Disclosures.** Subrecipient shall continue to disclose to County all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this subaward. Additionally, if Subrecipient receives over \$10 million in total financial assistance, funded by either state or federal funds, during the period of this Agreement, Subrecipient must maintain the currency of information reported to the System for Award Management (“SAM”) regarding civil, criminal or administrative proceedings as required by 2 C.F.R. part 200.113 and appendix XII of 2 C.F.R. part 200.

5.3. **Compliance with Applicable Laws.** Subrecipient shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder. Subrecipient shall comply with the following provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200): 2 C.F.R. part 200.303 regarding internal controls; 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management; subpart E regarding cost eligibility requirements; and subpart F regarding audit requirements.

5.4. **Compliance with Nondiscrimination Laws.** Subrecipient, its employees and its subcontractors under subcontract made pursuant to this Agreement shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

5.4.1. The California Civil Rights Laws (Civ. Code, § 51 et seq. (public accommodations); Gov. Code, §12940 et seq. (housing & employment));

5.4.2. The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §§ 2000a and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

5.4.3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);

5.4.4. The Americans with Disabilities Act of 1990 (as amended) (42 U.S.C. § 12101 et seq.); and

5.4.5. The Age Discrimination Act (42 USC § 6101 et seq.).

**ARTICLE VI  
INDEMNIFICATION, HOLD HARMLESS**

6.1. Subrecipient agrees to defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands and/or liability, whether against Subrecipient, County or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Subrecipient, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Subrecipient agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

6.2. Payments to Third Parties. Subrecipient agrees to hold harmless County when County acts in good faith to redirect all or a portion of any Subaward Funds to a third party. County will be deemed to have acted in good faith if it is in possession of information that indicates Subrecipient authorized County to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

**ARTICLE VII  
GENERAL PROVISIONS**

7.1. Conflict of Interest; Required Disclosures. Subrecipient must immediately disclose in writing any potential or actual conflict of interest to County as required by 2 C.F.R. part 200.112.

7.2. Lobbying.

7.2.1. Improper Influence. Subrecipient certifies that no Subaward Funds have been paid or will be paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any agreement, the making of any subaward, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, subaward, loan or cooperative agreement. (31 U.S.C. § 1352.) Additionally, Subrecipient certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), if applicable.

7.2.2. Federal Form LLL. If any funds, other than federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any

of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

7.2.3. Lobbying Costs. Subrecipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 C.F.R. part 200.450. For any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the program budget, and thereafter treated as other unallowable costs.

7.3. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this Agreement.

7.4. Notices. All notices required or permitted under this Agreement will be made in writing and served by personal delivery, overnight mail or United States first-class mail, postage prepaid, on the other party at the following address:

To Subrecipient: City of Port Hueneme  
Office of the City Manager  
Att: Brad Conners  
250 N. Ventura Rd.  
Port Hueneme CA, 93041

To County: County of Ventura  
County Executive Office  
800 South Victoria Avenue  
Ventura, California 93009

Service of notice shall be deemed complete on the date of actual delivery, if by personal delivery or overnight mail, or at the expiration of the third day after the date of mailing (whether or not actually received by the addressee), if by United States first-class mail. A party may change that party's address as set forth in this section by serving notice as provided in this section.

7.5. Legal Representation. Each party warrants and represents that in executing this Agreement, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the terms of this Agreement have been read and their consequences (including risks, complications and costs) completely explained to the party by those attorneys (or the party had a reasonable opportunity to do so); and that the party fully understands the terms of this Agreement. Each party further acknowledges and represents that the party has executed this Agreement freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this Agreement.



7.6. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this Agreement shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.

7.7. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this Agreement shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

7.8. Interpretation of Agreement. For purposes of interpretation, this Agreement shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the Agreement. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this Agreement. Where appropriate in the context of this Agreement, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.

7.9. Governing Law; Venue. This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to agreements entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this Agreement shall be in Ventura County, California.

7.10. Entire Understanding. This Agreement, including Exhibits 1, 2, and 3, is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof.

7.11. Amendments. Any changes to this Agreement will not be effective until set forth in a written amendment to this Agreement signed by both parties.


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

In witness whereof, the parties hereto have executed this Agreement.


County

By \_\_\_\_\_  
Scott Powers  
Senior Deputy Executive Director

Subrecipient

By  \_\_\_\_\_  
Steven Gama, Mayor  
City of Port Hueneme

ATTEST:

  
\_\_\_\_\_  
Kristy Buxkemper, City Clerk

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brad Conners, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles R. Green, City Attorney  
Kevin Spaulding, Deputy City Attorney

# Exhibit 1

## EXHIBIT 1

### VENTURA COUNTY COVID-19 CITIES ASSISTANCE PROGRAM

#### Payment, Terms and Conditions

The parties agree to the following payment, terms and conditions:

1. **Payment by County.** County will provide Subaward Funds to Subrecipient in a not-to-exceed amount of \$257,825, which will be based on actual costs Subrecipient has incurred for Eligible Expenses during the period of March 1, 2020, through October 31, 2020, and submitted to County in the form and manner as described in Exhibit 3.
  
2. **Funding Terms.**
  - A. **Costs**
    1. **Allowable costs.** Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to County and consistent with any standards required as a condition of providing the Subaward Funds. The costs that will be allowable for reimbursement from County are Subrecipient's unreimbursed COVID-19 costs that were incurred during the period of March 1, 2020, through October 31, 2020, in accordance with section 601(d) of the Social Security Act and the United States Department of the Treasury's guidance on eligible expenses, limited to unreimbursed COVID-19-related costs for non-labor (services and supplies) expenses, payroll costs for public safety employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, and payroll costs for other staff whose services were directly related to code enforcement activities in the Business Ambassador Program, during the COVID-19 public health emergency.
  
    2. **Unallowable Costs.** Unallowable costs include but are not limited to the following:
      - (a) Workforce bonuses;
      - (b) Severance pay;
      - (c) Legal settlements;
      - (d) Taxes;
      - (e) Entertainment (including alcohol);
      - (f) Travel costs;
      - (g) Public relations (advertisement);
      - (h) Expenses for the state share of Medicaid;
      - (i) Damages covered by insurance;
      - (j) Reimbursement to donors for donated items or services; or

(k) Revenue replacement.

## B. BUDGET

1. Budget. The schedule of actual expenditures of Subaward Funds, consistent with the allowable costs identified in the previous section, that are approved by County for carrying out the purposes of this Agreement is hereafter referred to as the Budget, as provided in Exhibit 3. The Budget submitted by Subrecipient upon execution of this Agreement will be considered final.

2. Budget Revisions. Subrecipient shall obtain prior approval from County whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 C.F.R. part 200.308. All requests for Budget revisions that require County's approval shall be signed by Subrecipient or an authorized representative of Subrecipient and submitted to County for approval.

3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 C.F.R. part 200.308, transfers between approved line items may be made without County's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require County's written approval.

## C. FINANCIAL MANAGEMENT

1. Financial Management Standards. The financial management systems of Subrecipient must meet the following standards:

(a) Accounting System. Subrecipient organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the program from third parties must be accounted for in the general ledger with other Subaward Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 C.F.R. part 200.305(b)(7)(i), Subrecipient shall use reasonable efforts to ensure that funding streams are delineated within Subrecipient's accounting system. (See 2 C.F.R. § 200.302.)



(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the subaward and general ledger accounts which are to be charged or credited.

(c) Internal Control. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Subrecipient must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Subrecipient must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. (2 C.F.R. § 200.303.)

#### D. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

1. Records Retention. Records shall be maintained for a period of 5 years after receipt of payment per OIG-CA-20-021 Coronavirus Relief Fund Reporting and Record Retention Requirements. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

2. Accessibility of Records. Subrecipient, in compliance with 2 C.F.R. part 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, and any other person as may be authorized by County (including auditors), by the state of California or by federal statute. Subrecipient shall cooperate fully in any such audit or inquiry.

3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of County for the recovery of any funds paid by County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

4. Monitoring and Access to Information. Subrecipient must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. County may monitor the activities of Subrecipient to assure compliance with all requirements and performance expectations of this Agreement. Subrecipient shall timely submit all financial and performance reports, and shall supply, upon County's request, documents and information relevant to this Agreement and the Subaward Funds. County may make site visits as warranted by program needs. (See 2 C.F.R. §§ 200.328 & 200.331.)

#### E. REPORTING

1. Required Financial Reports. Subrecipient agrees to submit financial reports as requested and, in the format, required by County. Subrecipient shall file reports with County describing the expenditure(s) of the funds related thereto as described below, unless more frequent reporting is required by Subrecipient pursuant to specific subaward conditions. (2 C.F.R. § 200.207.)

2. Ad-hoc Reporting. County may request ad-hoc reports and supporting documentation.

3. Final Reporting. Subrecipient is required to submit a final report no later than January 15, 2021, to County including:

- Summary narrative description of how funds were utilized and their impact.
- Itemized list of expenditures including type, description, vendor (if applicable), dollar amount, and date incurred.
- Identification of the dollar amount of any unspent funds (if applicable).
- Documentation to support the payment of the itemized expenditures.
- Reporting for other sources of funding for financial recovery from COVID-19.

(a) Subrecipient shall submit a final report no later than the due date specified by County following the end of the period of performance for this Agreement or Agreement termination. The format of this final report shall follow a format prescribed by County. (2 C.F.R. § 200.343.)

(b) If an audit or review of Subrecipient occurs and results in adjustments after Subrecipient submits a final report, Subrecipient will submit a new final report based on audit adjustments, and immediately submit a refund to County, if applicable. (2 C.F.R. § 200.344.)

# Exhibit 2

**Exhibit 2 - Contract Schedule of Federal Subaward Funds**

The following information is provided pursuant to 2 C.F.R. part 200.331(a)(1):

Name of Subrecipient	City of Port Hueneme
Subrecipient's Unique Entity Identifier	95- 6000765 (Tax I.D. Number)
Federal Award Identification Number (FAIN)	SLT0158
Federal Award Date	4/22/2020
Subaward Period of Performance Start and End Dates	3/1/2020 through 10/31/2020
Total Federal Award Amount	\$ 257,825
Federal Award Project Description	The Ventura County COVID-19 Cities Assistance Program supports cities responding to COVID-19 by providing funds to reimburse COVID-19 eligible expenses.
Name of the Federal Awarding Agency	U.S. Department of the Treasury
Catalog of Federal Domestic Assistance (CFDA) Number and Name	21.019; Coronavirus Relief Fund
Were funds awarded for research and development activities? (Yes or No)	Non R&D
Indirect Cost Rate for Federal award (including if the de minimums rate is charged)	See Exhibit 3- Budget

I. Single and Program-Specific Audits. If, during its fiscal year, Subrecipient expends \$750,000 or more in federal awards (direct federal and federal pass-through awards combined), Subrecipient must have a single audit or program-specific audit conducted for that year as required by 2 C.F.R. part 200.501 and other applicable sections of subpart F of 2 C.F.R. part 200.512 (single audit) or 2 C.F.R. part 200.507 (program-specific audit), and submitted to the Federal Audit Clearinghouse, as required by 2 C.F.R. part 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Subrecipient Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Subrecipient's audit period.

II. Audits. Subrecipient shall be subject to the audit requirements contained in the

Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507) and subpart F of 2 C.F.R. part 200. Subrecipient shall retain records to support COVID-19 eligible expenditures and participate in audits conducted by the federal, state or County government.

III. The information above is based on the information provided to County by the United States Department of the Treasury and the State of California's Department of Finance for federal pass-through funds received from the State. FAINs, federal award dates, and federal amounts for each fiscal year may be updated. In such cases, County will make updated prime federal award information available to Subrecipient, if applicable, as soon as practicable following receipt by County.

IV. At the sole discretion of County, the dollar amount payable under each federal funding source referenced in this Exhibit may be changed upon written notice from County so long as payments do not exceed the maximum total payment amount in accordance with this Agreement.



# **Exhibit 3- Budget**

**On the attached Excel Forms**

