

<<City Name & Logo>>

# SMALL BUSINESS GRANT PROGRAM

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GET UP TO

**\$10,000**

FOR YOUR BUSINESS

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CLICK HERE TO LEARN MORE

<<INSERT CITY WEBSITE LINK>>

DURING THE WEEK OF  
August 24-28, 2020

QUESTIONS?

<<INSERT CITY PHONE NUMBER>>

<<INSERT CITY EMAIL ADDRESS>>



THIS PROGRAM WILL BE ADMINISTERED BY THE  
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
FUNDED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT



## Eligible Businesses:

- Impacted by COVID-19 pandemic
- Located in the City
- Have not received any federal, state, or local loan or grant
- Will create or retain a job for a low- and moderate-income person





# Small Business Grant Program



THIS PROGRAM WILL BE ADMINISTERED BY THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
FUNDED BY US HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT

**Congratulations!** Your business was selected in the lottery drawing to move forward with submitting and processing an application for a Small Business Grant.

The next step in the process for consideration of grant funds is that you complete and submit an application and related documentation. You may only submit an application for one business, each grant is limited to one individual and business tax ID.

Grant amount requested can be used for business expenses such as:

- Employee payroll;
- Working capital to continue operations;
- Payment of outstanding business expenses; and
- Adaptive practices needed to remain open (i.e. equipment and supplies for physical distancing).

Before submitting an application packet, please be sure that your business is eligible to participate.

To be considered eligible, your business must meet the following conditions:

- Be located in the City of \_\_\_\_\_ ;
- Have less than 500 employees;
- Have been negatively impacted by the COVID-19 pandemic;
- Have an active business license in the City of \_\_\_\_\_ ;
- Have been in continuous operation in the City of \_\_\_\_\_ for at least two years.
- Does not have unresolved City, municipal or health code violations;
- Have or obtain a Data Universal Numbering System (DUNS) number for your business. Sole proprietorships are exempt from this requirement.

To be considered eligible, your business must be one of the following business types:

- Restaurants, coffee shops, bakeries, cafés, gastropubs, etc.
- Salons, barbers, and other grooming businesses
- Gyms, day spas, and fitness studios
- Retail and Commercial stores such as consumer goods, electronics and appliances, health and sporting goods, furniture, clothing and shoes, kitchen equipment, books and entertainment stores, music and audio/visual equipment, etc.

If you are eligible to participate and are awarded grant funds, your business must agree to:

- Retain or create one new job for a person who is low- and moderate-income at the time they are hired/retained.
- Acknowledge that the grant award cannot be used to pay for costs that have already been paid for, or will be paid for, by another Federal, State or local program, insurance, or other sources.
- Expend grant funds by December 31, 2020; and
- Submit a report on how grant funds were spent by January 10, 2021.

If you determine that you are not eligible or are no longer interested in participating, please email us at [SBGProgram@lacda.org](mailto:SBGProgram@lacda.org) so that we can reach out to the next business on the lottery list.

**NEXT STEP:** Complete the application packet which consists of an application, grant agreement, and other required forms attached.

- Please submit these documents to [SBGProgram@lacda.org](mailto:SBGProgram@lacda.org).
- Print and sign the hard copy forms, scan, attach and send back.
- If there is more than one owner, all owners must sign.
- Deadline to submit is midnight, September 18, 2020.

In order to complete the packet, you will need to gather the following documents:

#### Proof of Financial Stability

- Submit 2018 and 2019 tax returns to evidence regular and ongoing income prior to the start of the COVID-19 pandemic.

#### Business Registration Certificate

- Provide a copy of its active business license issued by the City of .

#### Government Issued Identification

- Submit a copy(ies) of social security card(s) **and** a government issued identification for all business owners with 20% or greater interest. Examples include:
  - Copy of Social Security card
  - Driver's license with a photograph
  - State identification card with a photograph
  - Immigration and Naturalization Service documents – must contain a photograph
  - Military identification with a photograph
  - Alien Registration Card with a photograph
  - Valid passport
  - Citizenship papers with photograph

#### Organizational documents such as fictitious business statements, articles of incorporation, operating agreements, etc. (if applicable)

- For corporations: copy of recorded Articles of Incorporation **and** Bylaws
- For partnerships (general or limited): copy of Partnership Agreement and GP-1 or LP-1
- For LLCs: copy of recorded Articles of Organization **and** Operating Agreement
- For sole proprietorships: recorded Fictitious Name filing, if available.
- If a trust is involved: Trust Agreement **and** names of trustees and signors

#### Data Universal Numbering System (DUNS) Number

- Provide printout(s) demonstrating that business has or applied for a DUNS Number. Click here for more information. (Note: Sole Proprietorships are exempt from this requirement.)

**Applicants that do not provide all requested documents by the September 18, 2020 deadline, will not qualify for funding and be removed from the Lottery List.**

Below is the timeline and corresponding due dates:

DUE DATES	PROGRAM ACTIVITIES
<b>September 18, 2020</b>	Selected businesses submit a complete application packet.
<b>September – October 2020</b>	LACDA processes applications, executes grant agreements. and provides grant funds to eligible businesses.
<b>October – December 31, 2020</b>	Businesses spend their entire grant award. Business must have created and/or retained at least one job filled by a low- or moderate-income person.
<b>October - January 10, 2021</b>	The following must be submitted <b>by January 10, 2021</b> : <ul style="list-style-type: none"><li>• Completed Grantee Certification of Use of Grant Award Form; and</li><li>• Employee Income Self-Certification form.</li></ul>

For questions or assistance, please contact us at [SBGProgram@lacda.org](mailto:SBGProgram@lacda.org).

- Please submit these documents to [SBGProgram@lacda.org](mailto:SBGProgram@lacda.org).
- Print and sign the hard copy forms, scan, attach and send back.
- If there is more than one authorized signer, all authorized signers must sign.
- Deadline to submit is midnight, September 18, 2020.



# Small Business Grant Program



## BUSINESS LOCATION ELIGIBILITY VERIFICATION

To be eligible for this program your business MUST fall within the boundaries of the City of \_\_\_\_\_

Is your business located within the boundaries of the City?\* ( ) Yes ( ) No

## BUSINESS ELIGIBILITY CERTIFICATION

Full Legal Name of Company*	Tax ID*

List all trade names, DBA, fictitious business names, and former names by the Company:

Date your business was established*	

As of the COVID-19 Disaster Declaration on March 19, 2020, did your business have less than 500 employees including the business owner?\* ( ) Yes ( ) No

Does your business have an active business license showing the business address is located in the City of \_\_\_\_\_?\* ( ) Yes ( ) No

Does your business have any active City, municipal or health code violations (open, unresolved code cases, etc.)?\* ( ) Yes ( ) No

Does your business have a DUNS Number?\* ( ) Yes ( ) No

If yes, please provide your DUNS Number. \_\_\_\_\_

If no, you may complete and submit your application packet, but must provide your business DUNS before your business can receive grant funds. Note: Sole Proprietorships are exempt from this requirement.

I hereby certify that my business is NOT one of the business types below.\*

- Any national chain that is not locally franchised
- Massage parlors and bail bond services
- Corporate-owned fast-food restaurants (franchisees are eligible, as stated in prior Eligible Business Section)or
- Check cashing, bars, liquor stores, smoke/cannabis shops, firearms retailers, pawnshops
- Non-profit organizations
- Real estate salespersons
- Financial businesses primarily engaged in the business of lending such as banks, finance companies, and factors (pawn shops, although engaged in lending, may qualify in some circumstances)
- Passive businesses owned by developers and landlords that do not operate an active business or occupy the assets acquired, improved, or operated with the grant proceeds (except Eligible Passive Companies under [§ 120.111](#))
- Life insurance companies
- Business located in a foreign country (businesses in the U.S. owned by aliens may qualify)

\*Required Response

- Pyramid sale distribution plans (i.e. Amway, Herbalife, Mary Kay)
- Businesses deriving more than one-third of gross annual revenue from legal gambling activities
- Businesses engaged in any illegal activity
- Private clubs and businesses which limit the number of memberships for reasons other than capacity
- Government-owned entities (except for businesses that are owned or controlled by a Native American tribe)
- Businesses principally engaged in teaching, instructing, counseling or indoctrinating religion or religious beliefs, whether in a religious or secular setting
- Loan packagers earning more than one third of their gross annual revenue from packaging SBA loans
- Business with an Associate who is incarcerated, on probation, on parole or has been indicted for a felony or a crime of moral turpitude
- Businesses in which the City of \_\_\_\_\_ or LACDA, or any of its Associates owns an equity interest
- Multi-national or publicly traded businesses are not eligible for this program.
- Adult businesses which:
  - (1) Present live performances of a prurient sexual nature; or
  - (2) Derive directly or indirectly more than **de minimis** gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature.

Applicant Signature:		Date:	
Print Applicant's Name:			
Applicant's Position:			

# Small Business Grant Program

## APPLICATION

Full Legal Name of Company*

Applicant First Name*	Applicant Last Name*	Position Title*

Full Legal Name of Applicant, if different from above.	SSN*

Business Phone*	Home Phone	Cell Phone	Email Address*

In the event there are questions or additional information is required, we will contact the applicant using the business phone number and email provided above.

### Company Ownership\*

#### List all Business Owners:\*

All business owners must submit a copy of a government issued identification. All owners will be required to sign the Grant Agreement. % Ownership must total to 100%.

First Name*	Last Name*	Title*	% of Ownership*

Business Address:*			
Address:	City:	State:	Zip Code:

Mailing Address: (if different from above)			
Address:	City:	State:	Zip Code:

### Type of Entity:\*

Select one below:

- C- Corporation  
  S-Corporation  
  LLC  
  LLP  
  Sole Proprietorship  
 General Partnership  
  Limited Partnership  
  Other, \_\_\_\_\_

\*Required Response

**Business Classification:\***

Select one below:

- Restaurants, coffee shops, bakeries, cafés, gastropubs, etc.
- Salons, barbers, and other grooming businesses
- Gyms, day spas, and fitness studios
- Retail and Commercial stores such as consumer goods, electronics and appliances, health and sporting goods, furniture, clothing and shoes, kitchen equipment, books and entertainment stores, music and audio/visual equipment, etc.
- Other \_\_\_\_\_

**Employment/ Operations**

<b>Total # of employees on March 18, 2020:*</b> <i>(The County of Los Angeles declared a state of emergency due to COVID-19 on March 18, 2020.)</i>	
<b>Total # of current employees:*</b> (as of date of application)	
<b>Current full-time employees:*</b> (as of date of application)	
<b>Current full-time employees:*</b> (as of date of application)	

Will your business use a portion or all of the grant funds to retain job(s) and/or create jobs?  
( ) Yes ( ) No

Is your business currently operational? ( ) Yes ( ) No

<b>Gross sales for 2019:*</b> (round to the nearest dollar)	\$
<b>Gross sales from 1/2020 to 3/2020:*</b> (round to the nearest dollar)	\$

**Requested Grant Amount:** (maximum allowed is \$10,000)\*

\$ \_\_\_\_\_

**Select Plan Use(s) of Grant Funds:\***

- Payroll of employees
- Payroll for sick time coverage of employees
- Working capital to continue operations
- Payment of outstanding business expenses
- Pursuing adaptive business practices in order to remain open

NOTE: This is a commercial grant program and no grant proceeds may be used for personal, family, or household purposes.

\*Required Response



NOTE: This is a commercial grant program and no grant proceeds may be used for personal, family, or household purposes.

## Explanation of Economic Hardship Due to COVID-19

Please describe, in detail, how the coronavirus (COVID-19) has negatively impacted your business. Additionally, please provide a summary of the measures your business/company has taken to address the effects the pandemic, and any ways you have been required to adapt to the current business climate.\*

Please explain how your request will immediately benefit your business, your workforce, and more broadly your community, in the short and long term.\*

### Submit the following documents:

1. Business Federal Tax Returns for the prior two (2) years\*
2. Copy of current business license\*
3. Copy(ies) of applicant(s) social security card(s) and government-issued photo identification(s) for all principals/owners.\* (Examples of government-issued photo identification include: Driver's license with a photograph, State identification card with a photograph, Immigration and Naturalization Service documents – must contain a photograph, Military identification with a photograph, Alien Registration Card with a photograph, Valid passport, or Citizenship papers with photograph.)
4. Organizational documents such as fictitious business statements, articles of incorporation, operating agreements, etc.\*
  - For corporations: copy of recorded Articles of Incorporation **and** Bylaws
  - For partnerships (general or limited): copy of Partnership Agreement and GP-1 or LP-1
  - For LLCs: copy of recorded Articles of Organization **and** Operating Agreement
  - For sole proprietorships: recorded Fictitious Name filing, if available.
  - If a trust is involved: Trust Agreement **and** names of trustees and signers
5. Copy of Business DUNS documentation.\* Provide printout(s) demonstrating that business has or applied for a DUNS Number If you do not have a DUNS number, go to [Click here](#). (Note: Sole Proprietorships are exempt from this requirement.). The business DUNS Number must be provided in order to receive the grant award, except for sole proprietorships. Sole proprietorships are exempt from this requirement.

### Review each attached item below and submit the required documents.

1. [Small Business Grant Agreement\\*](#)
  - Page 1, Insert all business name or for sole proprietorship the owner's in "Grantee" box.
  - Page 4, All authorized business signer(s) must complete and sign the Grantee section(s), and
  - Submit the form.

\*Required Response

Submit the signed grantee agreement.

2. [Small Business Grant Agreement Exhibit A\\*](#)

- Review the information

3. [Small Business Grant Agreement – Standard Terms and Conditions](#)

- Review all terms and conditions.

- I have used all reasonable diligence in preparing this Grant Application Packet. I have reviewed this Grant Application, Grant Agreement, and other Required Forms, and to the best of my knowledge the information contained herein is true and complete. I further certify that all information that I provide or which is provided on my behalf in furtherance of this Grant Application Packet shall be the best of my knowledge true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.\*

Applicant's Signature:		Date:	
Print Applicant's Name:			
Applicant's Position:			
Applicant's Phone Number:			

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
SMALL BUSINESS GRANT AGREEMENT**

**CITY OF AZUSA BUSINESS GRANT PROGRAM**

Lot: \_\_

GRANTOR: Los Angeles County Development Authority on behalf of City of _____	GRANTEE:
Date:	

This Small Business Grant Agreement ("Agreement") is entered into by and between \_\_\_\_\_ ("Grantee") and the Los Angeles County Development Authority ("LACDA") administering on behalf of the City of Azusa ("City") for their Small Business Grant Program ("Grant Program") on the City's behalf. The Grantee has been economically impacted by the COVID-19 pandemic and will receive a small business grant in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be used for eligible expenses set forth below.

1. Definitions

1.1 "City" means the City of Azusa

1.2 "County" means the County of Los Angeles.

1.3 "Eligible Business" means; (i) a for profit business with less than five hundred (500) employees including the owner(s); (ii) located in the City of Azusa; (iii) a business that has been adversely impacted by the COVID-19 pandemic including closure of a substantial part of its business operations and or reduction in substantial revenues; (iv) a business which had stable income in the past two years and profitable business operations in the most recent fiscal year; (v) if the business is a corporate entity such as a corporation, limited liability company, or limited partnership it is in good standing in the State of California; (vi) a business which has a current business license showing its business address is located in the City; (vii) the business has not already received or been approved to receive assistance from other federal, state, local, County or LACDA programs for the same "permitted use of funds"; (viii) not an Ineligible Business, and (ix) has no unresolved City, municipal or health code violations, and (ix) has no unresolved findings of noncompliance related to previous Community Development Block Grant (CDBG) assistance.

1.4 "Grant Award" means a financial grant to Grantee.

1.5 "Grant Program" means the SMALL BUSINESS GRANT PROGRAM.

1.6 "Grantee" means person(s) of the eligible business entering into this agreement to receive funds through this Grant Program.

1.7 "Ineligible Business: means (i) any national chain that is not locally franchised; (ii) massage parlors and bail bond services; (iii) corporate-owned fast-food restaurants

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
SMALL BUSINESS GRANT AGREEMENT**

(franchisees are eligible, as stated in prior Eligible Business Section); (iv) check cashing, bars, liquor stores, smoke/cannabis shops, firearms retailers, pawnshops; (v) non-profit organizations; (vi) real estate salespersons; (vii) financial businesses primarily engaged in the business of lending, such as banks, finance companies, and factors (pawn shops, although engaged in lending, may qualify in some circumstances); (viii) passive businesses owned by developers and landlords that do not operate an active business or occupy the assets acquired, improved, or operated with the grant proceeds; (ix) Life insurance companies; (x) businesses located in a foreign country (businesses in the U.S. owned by aliens who live in the U.S. may qualify); (xi) pyramid sale distribution plans or multilevel marketing plans; (xii) businesses deriving more than one-third of gross annual revenue from legal gambling activities; (xiii) businesses engaged in any illegal activity; (xiv) private clubs and businesses which limit the number of memberships for reasons other than capacity; (xv) government-owned entities (except for businesses owned or controlled by a Native American tribe); (xvi) businesses principally engaged in teaching, instructing, counseling or indoctrinating religion or religious beliefs, whether in a religious or secular setting; (xvii) loan packagers earning more than one third of their gross annual revenue from packaging Small Business Administration (SBA) loans; (xviii) businesses with an owner or which is controlled by anyone who is incarcerated, on probation, on parole, or has been indicted for a felony or a crime of moral turpitude; (xix) businesses in which the transaction would violate the conflict of interest prohibitions under applicable laws including City and County policies; (xx) Multi-national or publicly traded businesses are not eligible for this program; (xxi) adult businesses which: (1) present live performances of a prurient sexual nature; or (2) derive directly or indirectly more than de minimis gross revenue through the sale of products or services, or the presentation of any depictions or displays, of a prurient sexual nature; (xxii) any business which is bankrupt or prior to receipt of the Grant Award has filed for bankruptcy or made an assignment for the benefit of creditors or taken or intends to take similar action; (xxiii) business that does not have an active business license showing the business address is located in the City; (xxiv) business that has any active City, municipal or health code violations (open, unresolved code cases, etc.), and (xxv) business owner that is the subject of unresolved findings of noncompliance related to previous Community Development Block Grant (CDBG) assistance.

1.8 "LACDA" means the Los Angeles County Development Authority.

2. Grant Objectives and Purpose.

The Grant Award is intended to provide emergency financial assistance to Grantee to be used by Grantee to pay only the following expenses of Grantee's business ("Permitted Use of Funds"):

- Employee payroll (except Grant Award cannot be used for this purpose if Grantee is already receiving financial assistance from any federal or State or local agencies for this purpose)
- Payroll for employee sick time
- Working capital to continue operations
- Payment of outstanding business expenses
- Adaptive business practices needed to remain open

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
SMALL BUSINESS GRANT AGREEMENT**

3. Grantee Requirements/Deliverables.

3.1 Grantee shall apply the Grant Award to the Permitted Use of Funds by December 31, 2020.

3.2 Grantee shall: (1) create and/or retain one (1) full time job that will employ a low- or moderate-income person; and/or (2) more than one (1) part time job to equal a full-time job that will employ low- or moderate-income persons.

3.3 By January 10, 2021, Grantee shall provide Grantor with a written certification specifying the full use of the Grant Award in accordance with the Permitted Use of Funds, in the form attached hereto as EXHIBIT A.

3.4 Grantee shall provide a summary of business operational status in EXHIBIT A.

4. Term of Grant. N/A.

5. Restrictions.

Grant Award shall be applied only for the Permitted Use of Funds set forth in Section 2.

6. Notices.

Grantee agrees to receive notices related to this Grant Program and the Grant Award at its address set forth below its signature line.

7. Grant Award Acceptance.

7.1 Grantee by signing this Agreement has accepted the Grant Award and agrees to comply with the provisions of this Agreement and the Standard Terms and Conditions for this Grant Award.

7.2 Grantee by signing this agreement understands and has certified that this small business and on behalf of the business entity, shall such grant funds for eligible expenses identified in the businesses grant application and will retain any receipts and documentation evidencing such eligible expense use.

7.3 Grantee by signing this agreement has certified that this small business and on behalf of the business entity, have not provided any material misrepresentation and/or falsification of information regarding our use of funds and related compliance requirements under this Program. Grantee certifies under penalty of perjury that the information provided to apply for this grant program is complete and accurate to the best of my knowledge. Grantee understands that Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a Department of the United States Government. If found guilty of committing fraud, the business entity will no longer be entitled to receive any small business grants and may be subject to other penalties imposed by Federal, State and/or local law.

8. Administration.

This Grant has been authorized by the City and is administered by LACDA.

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
SMALL BUSINESS GRANT AGREEMENT**

The Parties, through their respective duly authorized signatories, are signing this Grant Agreement on the date set forth above.

Los Angeles County Development Authority	
Signature:	
Print Name: Linda Jenkins	
Title:	Acting Director of Community & Economic Development Division for Emilio Salas, Executive Director
Address:	Los Angeles County Development Authority 700 W. Main Street Alhambra, CA 91801 Attn: Community & Economic Development Division

GRANTEE:	GRANTEE:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Email:	Email:
Business Address:	Business Address:

GRANTEE:	GRANTEE:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Email:	Email:
Business Address:	Business Address:

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
GRANTEE CERTIFICATION OF USE OF GRANT AWARD**

**CITY OF \_\_\_\_\_ SMALL BUSINESS GRANT PROGRAM**

<b>GRANTOR:</b> Los Angeles County Development Authority on behalf of City of _____	<b>GRANTEE(S):</b>
<b>Dated:</b>	

Grantee accepted the Grant Funds and represents and warrants that:

1. I received the Grant Award described in the above Grant Program.
2. I applied all of the proceeds of the Grant Award as identified below, in accordance with the Permitted Use of Funds stated below and agreed to in the Grant Agreement.

Select the option(s) for which the funds were used: <ul style="list-style-type: none"> <li><input type="checkbox"/> Employee payroll (except Grant Award cannot be used for this purpose if Grantee is already receiving financial assistance from any federal or State or local agencies for this purpose)</li> <li><input type="checkbox"/> Payroll for employee sick time</li> <li><input type="checkbox"/> Working capital to continue operations</li> <li><input type="checkbox"/> Payment of outstanding business expenses</li> <li><input type="checkbox"/> Adaptive business practices needed to remain open</li> </ul>
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3. Select the option(s) that apply:
  - a. I created at least:
    - One (1) full time job that employed a low- or moderate-income person; and/or
    - More than one (1) part time job to equal a full-time job that employed low- or moderate-income persons;
  - b. I retained at least:
    - One (1) full time job that employs a low- or moderate-income person; and/or
    - More than one (1) part time job to equal a full-time job that employed a low- or moderate-income person.

The CDBG Job Creation/Retention Project Employee Income Self-Certification below must be completed by each employee filling the position(s) and submitted with this document.

4. As required, below is a summary of my business current operational status (i.e.: open, closed, fully operational, etc.):

--

By submitting this report, Grantees, on behalf of the business entity, have not provided any material misrepresentation and/or falsification of information regarding our use of funds and related compliance requirements under this Program. Grantee certifies under penalty of perjury that the above information is complete and accurate to the best of my knowledge. Grantee understands that Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a Department of the United States Government. If found guilty of committing fraud, the business entity will no longer be entitled to receive any small business grants and may be subject to other penalties imposed by Federal, State and/or local law.

Grantee also understands and certifies that grant funds were only used for eligible expenses stated in the grant application and grant agreement and will retain any receipts and documentation evidencing such eligible expense use.

GRANTEE:	GRANTEE:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Email:	Email:
Business Address:	Business Address:

GRANTEE:	GRANTEE:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Email:	Email:
Business Address:	Business Address:



**CDBG JOB CREATION/RETENTION PROJECT  
EMPLOYEE INCOME SELF-CERTIFICATION**

Name of Employee: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Employer \_\_\_\_\_ Date Hired \_\_\_\_\_

Job Title \_\_\_\_\_ Please check one: Full Time  OR Part Time

Number of hours worked per week, on average: \_\_\_\_\_

A female heads the household where the employee resides:  Yes  No

A male heads the household where the employee resides:  Yes  No

Number of persons in household (Household Size): \_\_\_\_\_

**INSTRUCTIONS:** In the table below, please go to the row that matches your household size (as stated above) and check one of the four boxes to the right that matches your household's combined yearly income (from all sources).

Example: A household made up of 4 persons with a combined yearly income of \$24,500 would mark as follows:

<input checked="" type="checkbox"/> 4	<input type="checkbox"/> Less than \$33,800	<input type="checkbox"/> Between \$33,801 to \$56,300	<input type="checkbox"/> Between \$56,301 to \$90,100	<input type="checkbox"/> More than \$90,101
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**ONLY MARK IN THE ROW THAT CORRESPONDS TO YOUR HOUSEHOLD SIZE**

Household Size	Income 30%	Income 50%	Income 60%	Income 80%
<input type="checkbox"/> 1	<input type="checkbox"/> Less than \$23,700	<input type="checkbox"/> Between \$23,701 & \$39,450	<input type="checkbox"/> Between \$39,451 & \$63,100	<input type="checkbox"/> More than \$63,101
<input type="checkbox"/> 2	<input type="checkbox"/> Less than \$27,050	<input type="checkbox"/> Between \$27,051 to \$45,050	<input type="checkbox"/> Between \$45,051 to \$72,100	<input type="checkbox"/> More than \$72,101
<input type="checkbox"/> 3	<input type="checkbox"/> Less than \$30,450	<input type="checkbox"/> Between \$30,451 to \$50,700	<input type="checkbox"/> Between \$50,701 to \$81,100	<input type="checkbox"/> More than \$81,101
<input type="checkbox"/> 4	<input type="checkbox"/> Less than \$33,800	<input type="checkbox"/> Between \$33,801 to \$56,300	<input type="checkbox"/> Between \$56,301 to \$90,100	<input type="checkbox"/> More than \$90,101
<input type="checkbox"/> 5	<input type="checkbox"/> Less than \$36,550	<input type="checkbox"/> Between \$36,551 to \$60,850	<input type="checkbox"/> Between \$60,851 to \$97,350	<input type="checkbox"/> More than \$97,351
<input type="checkbox"/> 6	<input type="checkbox"/> Less than \$39,250	<input type="checkbox"/> Between \$39,251 to \$65,350	<input type="checkbox"/> Between \$65,351 to \$104,550	<input type="checkbox"/> More than \$104,551
<input type="checkbox"/> 7	<input type="checkbox"/> Less than \$41,950	<input type="checkbox"/> Between \$41,951 to \$69,850	<input type="checkbox"/> Between \$69,851 to \$111,750	<input type="checkbox"/> More than \$111,751
<input type="checkbox"/> 8	<input type="checkbox"/> Less than \$44,650	<input type="checkbox"/> Between \$44,651 to \$74,350	<input type="checkbox"/> Between \$74,351 to \$118,950	<input type="checkbox"/> More than \$118,951

**Racial Background:** Mark in front of the category that best describes your origin:

American Indian/Alaska Native  Asian  Black/African American  White  
 Native Hawaii/Other Pacific Islander  American Indian or Alaska Native & Black or African American  
 Asian & White  Black or African American & White  American Indian or Alaskan Native & White  
 Other/Please Specify \_\_\_\_\_

**Ethnic Background:** Mark X next to the category that best describes your ethnicity:

Hispanic or Latino  Not Hispanic or Latino

I certify that the above information is true and correct.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**CDBG JOB CREATION/RETENTION PROJECT  
AUTO-CERTIFICACION**

Nombre del empleado: \_\_\_\_\_

Domicilio: \_\_\_\_\_ Ciudad: \_\_\_\_\_ Zona Postal \_\_\_\_\_

Compañía donde trabaja \_\_\_\_\_ Fecha en que empezó \_\_\_\_\_

Ocupación \_\_\_\_\_ Por favor marque una opción: Jornada Completa  Jornada Parcial

Número de horas que trabaja semanalmente, de promedio: \_\_\_\_\_

El jefe de familia en la casa donde radica el empleado es:  Hombre  Mujer

Número de personas que viven en la casa (Número de Familia): \_\_\_\_\_

**INTRUCCIONES:** En la tabla siguiente, localice la casilla que contiene el número de personas en su familia y marque una **X** la casilla a la derecha que corresponda a los ingresos anuales de toda su familia (incluyendo todas fuentes de ingreso).

Por ejemplo: Una familia de 4 personas que gana anualmente \$24,500 marcaría su ingreso de la manera siguiente:

<input checked="" type="checkbox"/> 4	<input type="checkbox"/> Less than \$33,800	<input type="checkbox"/> Between \$33,801 to \$56,300	<input type="checkbox"/> Between \$56,301 to \$90,100	<input type="checkbox"/> More than \$90,101
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COLOQUE UNA MARCA EN UNA DE LAS CASILLAS SOLAMENTE

Número De Familia	Ingresos anuales	Ingresos anuales	Ingresos anuales	Ingresos anuales
<input type="checkbox"/> 1	<input type="checkbox"/> \$23,700 o menos	<input type="checkbox"/> Entre \$23,701 & \$39,450	<input type="checkbox"/> Entre \$39,451 & \$63,100	<input type="checkbox"/> Mas de \$63,101
<input type="checkbox"/> 2	<input type="checkbox"/> \$27,050 o menos	<input type="checkbox"/> Entre \$27,051 to \$45,050	<input type="checkbox"/> Entre \$45,051 to \$72,100	<input type="checkbox"/> Mas de \$72,101
<input type="checkbox"/> 3	<input type="checkbox"/> \$30,450 o menos	<input type="checkbox"/> Entre \$30,451 to \$50,700	<input type="checkbox"/> Entre \$50,701 to \$81,100	<input type="checkbox"/> Mas de \$81,101
<input type="checkbox"/> 4	<input type="checkbox"/> \$33,800 o menos	<input type="checkbox"/> Entre \$33,801 to \$56,300	<input type="checkbox"/> Entre \$56,301 to \$90,100	<input type="checkbox"/> Mas de \$90,101
<input type="checkbox"/> 5	<input type="checkbox"/> \$36,550 o menos	<input type="checkbox"/> Entre \$36,551 to \$60,850	<input type="checkbox"/> Entre \$60,851 to \$97,350	<input type="checkbox"/> Mas de \$97,351
<input type="checkbox"/> 6	<input type="checkbox"/> \$39,250 o menos	<input type="checkbox"/> Entre \$39,251 to \$65,350	<input type="checkbox"/> Entre \$65,351 to \$104,550	<input type="checkbox"/> Mas de \$104,551
<input type="checkbox"/> 7	<input type="checkbox"/> \$41,950 o menos	<input type="checkbox"/> Entre \$41,951 to \$69,850	<input type="checkbox"/> Entre \$69,851 to \$111,750	<input type="checkbox"/> Mas de \$111,751
<input type="checkbox"/> 8	<input type="checkbox"/> \$44,650 o menos	<input type="checkbox"/> Entre \$44,651 to \$74,350	<input type="checkbox"/> Entre \$74,351 to \$118,950	<input type="checkbox"/> Mas de \$118,951

**Raza:** Marque una **X** enfrente de la categoría que mejor describe su origen.

Nativo Americano/Nativo de Alaska  Asiático  De Color/Descendencia Africana  Blanco

Nativo de Hawaii//Islas del Pacífico  Nativo Americano ó Nativo de Alaska Y blanco

Asiático Y Blanco  Nativo Americano ó Nativo de Alaska Y De color/Descendencia

De color/Descendencia Africana Y Blanco  Otro (especifique) \_\_\_\_\_

**Grupo Etnico**

Hispano o Latino  No Hispano o Latino

Certifico que los datos aquí proporcionados son verídicos.

\_\_\_\_\_  
Firma del empleado

\_\_\_\_\_  
Fecha

## **SMALL BUSINESS GRANT PROGRAM STANDARD TERMS AND CONDITIONS**

The following terms and conditions apply to and are deemed incorporated into the Agreement and are accepted by the Grantee as a condition to the acceptance of the Grant Award and participation in the Grant Program.

### 1. Definitions.

- 1.1. "Agreement" means the Grant Agreement (as amended, restated, or otherwise modified as permitted by Grantor from time to time) entered into between Grantor and Grantee which references these Standard Terms and Conditions.
  
- 1.2. "City" means City of\_\_\_\_\_.
  
- 1.3. "County" means the County of Los Angeles.
  
- 1.4. "Grant Award" means the amount(s) awarded, including monetary amounts and services, including technical support and training, to Grantee and identified in the Agreement as such amount may be amended from time to time.
  
- 1.5. "Grant Application" shall mean Grantee's application for the Grant Award and all information and materials submitted by Grantee or on its behalf to Grantor or Grantor's designated representative in connection therewith.
  
- 1.6. "Grantee" means \_\_\_\_\_  
the Person(s) contracting with the Grantor pursuant to the Agreement, including such Grantee's successors and assigns, if any, permitted by Grantor.
  
- 1.7. "Grant Program" means the SMALL BUSINESS GRANT PROGRAM.
  
- 1.8. "Grantor" means Los Angeles County Development Authority (LACDA) administering this program on behalf of City.
  
- 1.9. "Person" means any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

1.10. "Services" or "Performance" means the services, performance, and/or project described in the Agreement to be provided, performed or completed in accordance with the Agreement.

1.11. "Standard Terms and Conditions" means these Standard Terms and Conditions, as amended, restated, modified or otherwise changed from time to time by Grantor.

1.12. "State" means the State of California.

## 2. Compliance with Laws.

Grantee certifies and agrees that it shall at all times during the term of the Agreement, comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, applicable to its business and to the Agreement and Grantee's obligations arising therefrom.

## 3. Conflict of Interest/Contracts Prohibited.

3.1. Grantee represents and warrants that no City of \_\_\_\_\_, LACDA, or County employee, whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Grantee, or shall have any direct or indirect financial interest in the Agreement.

3.2. Grantee represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of the Agreement or who subsequently becomes affiliated with Grantee in any capacity shall not participate in the provision of Services or Performance provided under the Agreement or share in the profits of Grantee earned for a period of one year from the date he/she separated from County employment.

## 4. Lobbying.

Grantee certifies that each County lobbyist, as defined in Los Angeles County Code Chapter 2.160, retained by Grantee shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160).

## 5. Covenant Against Contingent Fees.

- 5.1. Grantee certifies and warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fees.
  - 5.2. For breach or violation of this warranty, the County shall have the right in addition to other rights under applicable laws, to in its sole discretion, deduct from the Grant Award the full amount of such commission, percentage, brokerage or contingent fees.
6. Adherence to County's Child Support Compliance Program.
- 6.1. Grantee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
  - 6.2. To the extent required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Grantee's duty under the Agreement to comply with all applicable provisions of law, Grantee warrants that it is now in compliance and shall during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement and comply with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to section 706.031 of the California Code of Civil Procedure and section 5246(b) of the California Family Code. Unless otherwise exempt by section 2.200.040 of the Los Angeles County Code, failure to comply with such reporting requirements, or failure to implement and comply with lawfully served wage and earnings assignment orders or notices of assignment, shall constitute a default under this Agreement, and failure to cure the default within ninety (90) days of notice by the County shall subject the Agreement to termination.
  - 6.3. Unless otherwise exempt under section 2.200.040 of the Los Angeles County Code, failure to comply with the provisions of this § 213 may be cause for debarment.

7. Debarment and Suspension.

Grantee certifies that it has not been subject to debarment and/or suspension under any federal (29 CFR Part 98), State or local program, including section 2.202.040 of the Los Angeles County Code, and will immediately inform the County of any future debarment or suspension.

8. Protection Against Fraud and Abuse.

Grantee (including its employees and agents), in performing all obligations under the terms of the Agreement, assures that it will perform such obligations and services in a reasonable and prudent manner in order to safeguard against fraud and abuse.

9. Employee Jury Duty Service Program.

9.1. Jury Service Program. The Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

9.2. Written Employee Jury Service Policy. (1) Unless Grantee has demonstrated to the County's satisfaction either that Grantee is not a "contractor" as defined under the Jury Service Program (section 2.203.020 of the Los Angeles County Code) or that Grantee qualifies for an exception to the Jury Service Program (section 2.203.070 of the Los Angeles County Code), Grantee shall have and adhere to a written policy that provides that its employees shall receive from Grantee, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Grantee or that Grantee deduct from the employee's regular pay the fees received for jury service.

10. Notice to Employees Regarding Safely Surrendered Baby Law.

Grantee shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [babysafela.org](http://babysafela.org) for printing purposes.

11. Indemnity.

Grantee shall indemnify, defend, and hold the Los Angeles County Development Authority (Grantor), City of \_\_\_\_\_, the County, its Special Districts, and their respective officers, directors, elected and appointed officials, employees, contractors and representatives (collectively the "Protected Parties") harmless any costs, expenses, claims, suits, (including attorneys' fees with counsel approved by the County) and any other liabilities (collectively, "Claims") which any of the Protected Parties may incur in connection with or arising from the Agreement regardless of whether any such Claim arises under operation of law, contract or personal injury laws. However, this section does not apply to any Protected Parties to the extent a Claim is caused by the gross negligence or intentional acts of such Protected Party. This provision shall survive the expiration or earlier termination of the Agreement.

12. Insurance:

If the Grant Award is to be distributed over a period of time or if the Services or Performance under the Agreement are to be performed over a period of time, Grantee shall obtain and maintain such insurance as required by prudent business practices

and as required under policies and procedures established by the City of \_\_\_\_\_ and County.

13. Anti-Discrimination:

Grantee agree that in accordance with applicable laws no person shall, on the ground of race, sex, creed, color, religion, national origin, handicapped, or age be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by the Agreement.

14. Compliance with Laws.

Grantee certifies and agrees that it shall comply with all federal, State and local laws, rules, regulations, ordinances, and directives, applicable to the Agreement and related to or arising from the obligations contemplated by the Agreement. Grantor reserves the right to review Grantee's policies and procedures to ensure compliance with such laws, rules, regulations, ordinances, and directives, as applicable to Grantee under the Agreement or these Standard Terms and Conditions.

15. Licenses and Permits.

Grantee shall obtain and keep in effect, at its cost, all permits and licenses required to conduct the Services or Performances under the Agreement.

16. Books and Records.

Grantee shall keep and maintain commercially reasonable books and records regarding all transactions taken thereby related to the Agreement. Such books and records shall be maintained for the minimum 6 year period of time after the Agreement required by applicable laws and prudent accounting practices. All such books and records shall be available for review audit and copying by the City of \_\_\_\_\_ and Grantor at any time during regular business hours upon 48 hours prior notice. If Grantor finds that Grantee has not applied all of the Grant Award to the required purposes Grantee agrees that the difference, at the Grantor's sole direction and in addition to any other rights Grantor may have available under applicable laws, shall be repaid to Grantor or amounts to be advanced to Grantee under other contracts or agreement Grantee may have with the County may be reduced by the amount of such difference.

17. Reporting:

Grantee shall provide Grantor with reporting reasonably requested by Grantor on the status and use of the Grant Award and compliance with other provisions of the Agreement. Grantee shall also upon request provide such demographic or statistical information requested by Grantor which may be used by Grantor on an aggregate basis to analyze and report on the grant program by January 10, 2021. The failure of

Grantee to comply with Grantor requests made under this section within 20 days after request shall be a default under the Agreement.

#### 18. Grantee Representations and Warranties.

In making its decision to make the Grant Award to Grantee, Grantor has relied on the following representations and warranties from Grantee and if these representations and warranties are not true Grantor would not have approved or made the Grant Award to Grantee:

- 18.1. All information and materials Grantee has provided or provided on Grantee's behalf to Grantor in Grantee application for the Grant Award and all supplemental and additional materials now or hereafter provided to Grantor are true and complete and important information has not been left out and information has not been provided in a way which is misleading.
- 18.2. If Grantee is not an individual, that it is an organization that has been properly formed in its state of formation; it is in good standing in California and its state of formation; all required actions have been taken by Grantee and any other parties or people to make the Agreement legally binding on Grantee in accordance with its terms and conditions; and all of the people who are signing the Agreement on behalf of Grantee are authorized to sign the Agreement as a binding legal contract by Grantee.
- 18.3. There is no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Grantee, pending or to the best of Grantee's knowledge threatened, which would have a material adverse effect on Grantee's financial condition or its ability to perform its obligations under the Agreement, except for cases that Grantee has fully disclosed to Grantor and approved thereby.
- 18.4. All of Grantee's income and property taxes are current and Grantee has filed all returns and reports that are required to be filed.
- 18.5. Grantee is an Eligible Business as defined in the Agreement.
- 18.6. None of the Grant Award shall be used for any illegal purpose or household or personal purposes or used to acquire assets which are used for such purposes.

#### 19. Additional Provisions.

Grantee also agrees to the following terms and conditions:

- 19.1. The Agreement and these Standard Terms and Conditions are the entire understanding and agreement of Grantor and Grantee as to the matters set forth in the Agreement. No other promises or terms or conditions are intended. If any other promises or terms or conditions have been made to Grantee by any person including any representative of Grantor and they are not expressly stated in the Agreement they shall not be considered a part of the Agreement or relevant to the interpretation of the terms or conditions made in the Agreement.



- 19.2. No amendment or other change to the terms or conditions the Agreement shall be effective unless given in writing and signed by Grantee and Grantor.
- 19.3. It is important for Grantee to perform its obligations under the Agreement on time. No delay is allowed unless Grantor gives Grantee a signed written approval for the delay.
- 19.4. Grantee and its constituent owners are not, nor have they ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of the Office of Foreign Assets Control (“OFAC”) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term “Patriot Act Offense” shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. Patriot Act Offense also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term “Government Lists” shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America.
- 19.5. Any approval or decisions required or requested to be made by Grantor with regard to the issuance of the Grant Award, under the Grant Agreement, or otherwise arising therefrom shall be made in Grantor’s sole discretion. Any such Grantor approvals and decisions are for Grantor’s purpose and Grantee shall continue to be responsible to comply with all applicable laws.
- 19.6. In the Agreement or these Standard Terms and Conditions, (i) references to the Agreement shall include these Standard Terms and Conditions as if these Standard Terms and Conditions were set forth in the Agreement; (ii) whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender; (iii) the captions of the paragraphs are for convenience only and do not define or limit any terms or provisions; (iv) they shall not be interpreted in favor of or against any party on account of relative responsibilities in drafting; (v) the word “includes or “including” means including without limitation, the word “or”

is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to the in the Agreement and these Standard Terms and Conditions as a whole; (vi) unless the context otherwise requires, references: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of the Agreement or these Standard Terms and Conditions, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by the Agreement or these Standard Terms and Conditions and (c) to a law means any regulations, guidelines and procedures issued with regard thereto and any amendments issued from time to time and includes any successor legislation thereto; and (vii) the Agreement and these Standard Terms and Conditions are made solely for the benefit of Grantor and Grantee and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights under thereunder unless expressly stated to the contrary.

- 19.7. If more than one person or entity is signing the Agreement as Grantee (each such person or entity being referred to as an "Obligated Party") their obligations under the Agreement shall be joint and several. In other words, if there is a breach under the Agreement or any related agreements by any Obligated Party, Grantor in its sole discretion can proceed immediately against some or all of the Obligated Parties to enforce its rights under the Agreement. Without limiting the generality of the foregoing, each Obligated Party hereby waives any and all benefits of the provisions of Sections 2809, 2810, 2819, 2845, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.
- 19.8. Any waiver of any requirements related to the Agreement by Grantor must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by Grantor to take action on account of any default of Grantee. Consent by Grantor to any act or omission by Grantee will not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Grantor's consent to be obtained in any future or other instance.
- 19.9. The failure by the Grantee to comply with the requirements of these Standard Terms and Conditions shall constitute a material breach of contract with regard to the Agreement upon which Grantor may, require Grantee to repay, not less than 10 days after demand is made, all funds provided as part of the Grant Award and the fair market value of any goods or services provided as part of the Grant Award, if applicable; and/or cancel, terminate, or suspend the Agreement, in each case without any liability to Grantee.
- 19.10. An electronic signature or digital signature is recognized as a valid signature under California Government Code section 16.5. Grantee promises and confirms that if it is using a digital signature, the digital signature it is using to sign the Agreement complies with the regulation issued by the California Secretary of State with regard to digital signature which can be found at Title

- 2, Division 7, Chapter 10 of the California Code of Regulations. Grantee authorizes Grantor to send and receive communications with Grantee by e-mail and Grantee understands that e-mail communications may not be private or secure and Grantor shall have no liability for communicating with Grantee using e-mail. Because of potential security risks or computer virus and malware infection, Grantor may at any time elect to not receive e-mail communications from Grantee. Grantor may require Grantee to deliver an original ink signed duplicate of any document received with a digital signature.
- 19.11. All promises, terms and conditions contained in the Agreement shall be legally binding on Grantee's successors and assigns and shall be enforceable by Grantor and its successors and assigns. Grantee shall not, however, have the right to assign Grantee's rights under the Agreement or any interest therein (including transfers by operation of law, voluntary, or involuntary), without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion.
- 19.12. Grantee understands and agrees that in making the Grant Award, Grantor is relying on all promises and statements made by Grantee in the application for the Grant Award, the Agreement, and in any certificate or other instrument delivered by Grantee to Grantor in connection therewith. Grantee agrees that regardless of any investigation made by Grantor, all such promises and statements will survive the making of the Grant Award, shall be continuing in nature, and shall remain in full force and effect until such time as all obligations related to the Agreement have been performed.
- 19.13. The Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions.
- 19.14. The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The submission of the Agreement, any of the other documents to Grantee for review or signature does not constitute a commitment by Grantor to make the Grant Award to Grantee, and the Agreement shall have no binding force or effect unless and until it is executed and delivered by and between Grantee and Grantor and all of the conditions set forth in the Agreement with regard to the effectiveness of the Agreement have been satisfied.
- 19.15. Any exhibits attached to the Agreement shall be considered a part of the Agreement.
- 19.16. The Agreement does not constitute or intend to establish a partnership or joint venture between Grantor and Grantee and Grantee shall not imply that such a relationship exists.
- 19.17. If applicable to the performance of the Agreement, Grantee shall indicate prominently the support provided by the Grant Program and the Grant Award for Grantee's business and shall also prominently display all Grantor supplied promotional materials, such as educational posters, banners, brochures and fliers related to the Grant Program. Use of Grantor's logo and information in

- any promotional materials developed by Grantee shall be subject to the prior approval of Grantor.
- 19.18. Grantee cannot use the grant award to pay for costs that have already been paid for, or will be paid for, by another Federal, State or local program, insurance, or other sources. If this occurs, the grantee must repay its Community Development Block Grant (CDBG) or CDBG-CV grant.
  - 19.19 Grantee is required to provide their active Unique Entity Identifier (also known as the Data Universal Numbering System (DUNS) number) to the Grantor in order to receive the grant award.

# SBG APPLICATION REVIEW CHECKLIST

Business Name: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Contract Administrator Name: \_\_\_\_\_

Date: \_\_\_\_\_

<b>STATUS</b>		
<input type="checkbox"/> APPROVED	<input type="checkbox"/> <b>CONDITIONAL</b>	<input type="checkbox"/> DENIED

Reviewer will verify applicant documents when prompted by the **SOURCE DOCUMENT** text.

I. REQUIRED DOCUMENTS RECEIVED?	YES / VERIFIED	NO
BUSINESS FEDERAL TAX RETURNS FOR THE PRIOR TWO (2) YEARS <i>Alternate:</i> For 2019, we may use the IRS Extension & 2017 taxes. If businesses don't have their taxes, they can go to the IRS website and get a transcript in lieu of the actual tax returns.		
COPY OF CURRENT BUSINESS LICENSE <i>Alternate:</i> Log may indicate notes from City about licensing exemptions.		
COPY(IES) OF APPLICANT(S) SOCIAL SECURITY CARD(S) AND GOVERNMENT-ISSUED PHOTO IDENTIFICATION(S) FOR <b>ALL</b> PRINCIPALS/OWNERS <i>Alternate:</i> A recent pay stub, W-2 (wage and tax statement), SSA-1099 (Social Security Benefit Statement) or other tax documents showing the full name and entire SSN may be acceptable proof of your SSN. Additional owners must submit Photo ID.		
ORGANIZATIONAL DOCUMENTS SUCH AS FICTITIOUS BUSINESS STATEMENTS, ARTICLES OF INCORPORATION, OPERATING AGREEMENTS, ETC. <i>Alternate:</i> Organizational documents for corporations or partnership may be viewed online. Search for business at: <a href="https://businesssearch.sos.ca.gov/CBS/Detail">https://businesssearch.sos.ca.gov/CBS/Detail</a> . (Note: This website does not have information for sole proprietorships.) For determining all owners, tax forms may be used as an alternative for most business entities.		
COPY OF BUSINESS DUNS DOCUMENTATION (NOT REQUIRED FOR SOLE PROPRIETORSHIPS) <i>Alternate:</i> Printout showing that business applied for a DUNS number prior to submitting application. <b>However, must have DUNS number prior to release of grant funds.</b>		
Notes (Include any follow-up items):		
II. APPLICATION, PAGES 1 TO 6	YES / VERIFIED	NO
1. Is the business full legal name and Tax ID provided? Comment:		
Ensure that the name and tax ID is consistent with tax forms and documentation of business name submitted. <b>SOURCE DOCUMENT: Business Federal Taxes (2018 &amp; 2019)</b> <i>Note:</i> For Sole Proprietorship, tax form may not have full legal name or business name. Comment:		
2. Has business been in continuous operations prior to COVID mandated shutdowns in March 2020? (See date business was established.) Comment:		
Ensure tax forms support that the business has been in operation for two years. <b>SOURCE DOCUMENT: Business Federal Taxes (2018 &amp; 2019)</b> Comment:		
3. Did business provide their DUNS Number? (Note: Not needed for Sole Proprietorships.) Comment:		

<p>Ensure that DUNS documentation was submitted. If business had to apply for a DUNS number, note “<b>CONDITIONAL</b>” above. This information is required prior to release of grant funds.  <b>SOURCE DOCUMENT: DUNS documentation</b></p> <p>Comment:</p>		
<p>4. Did the applicant submit the signed certification on page 2 of application?  Comment:</p>		
<p>5. Did applicant complete business and application contact information on page 3 of application?  Comment:</p>		
<p>6. Are all business owners listed?  Comment:</p>		
<p>Ensure that each owner listed is in the Organizational documents.  <b>SOURCE DOCUMENT: Organizational documents</b></p> <p>Comment:</p>		
<p>Ensure that each business owner submitted a copy of the government-issued ID and SSN. (Note: variability across entity types)  <b>SOURCE DOCUMENT: SSNs and government-issued Photo IDs</b></p> <p>Comment:</p>		
<p>7. Is the business address within the City providing funding?  Comment:</p>		
<p>Ensure address is within the City using Map Locator.  Comment:</p>		
<p>Ensure business license supports that the business address is correct and within the City AND verify business license status as applicable.  <b>SOURCE DOCUMENT: Business License</b></p> <p>Comment:</p>		
<p>8. Did the business indicate its type of entity?  Comment:</p>		
<p>Ensure that Organization Documents support entity type and application contents.  <b>SOURCE DOCUMENT: Organizational Documents</b></p> <ul style="list-style-type: none"> <li>• Verify that organizational documents support the entity type listed in the application.</li> <li>• Review Org Documents to double check that this grant is not for an <b>ineligible</b> business.</li> </ul> <p>Comment:</p>		
<p>9. Is business classification eligible for this grant? (Verify if Other.) Note: Check to ensure business type or business structure (e.g. fast food restaurant franchise and not corporate-owned)  Comment:</p>		
<p>Notes (Include any follow-up items):</p>		
<p><b>10. For LMA businesses only (applies for Commerce and Maywood).</b></p>		
<p>a. Did the business describe the type of goods/services it provides?  Comment:</p>		
<p>b. Does the type of goods/services the business provides benefit all local residents?  Comment:</p>		
<p><b>11. For LMJ business only (applies for Azusa, Duarte, La Canada Flintridge, and Malibu).</b></p>		
<p>a. Did the business provide Employment Operation information, including all employee information?  Comment:</p>		
<p>b. Did the business respond that they would use a portion or all of the funds to retain and/or create jobs?  Comment:</p>		
<p>12. Did the business indicate if they were operational?  Comment:</p>		
<p>13. Did the business select at least one or more of their planned uses for the grant funds?  Comment:</p>		
<p>14. Did the business provide a COVID-19 Impact Statement?  Comment:</p>		

a. Did the statement describe, in detail, how the coronavirus (COVID-19) has negatively impacted their business? Comment:		
b. Did the business provide a response regarding the impact of COVID-19? Comment:		
15. Did the applicant submit a signed certification on page 6 of the application? Comment:		
Additional Notes (including any follow-up items):		
<b>III. LMA CHECKLIST FOR GRANT AGREEMENT</b>	<b>YES / VERIFIED</b>	<b>NO</b>
16. Agreement: Page 1 List all grantee(s) Comment:		
17. Agreement: Page 1 Date upon Assistant Director's signature		
18. Agreement: Page 1, all business owner names in "Grantee" box are provided and match the organizational document Comment:		
19. Agreement: Page 4, all business owners completed and signed the grantee section(s) Comment:		
Notes (Include any follow-up items):		
<b>LMJ CHECKLIST FOR GRANT AGREEMENT</b>	<b>YES / VERIFIED</b>	<b>NO</b>
20. Agreement: Page 1 is dated Comment:		
21. Agreement: Page 1, all business owner names in "Grantee" box are provided and match the organizational document Comment:		
22. Agreement: Page 4, all business owners completed and signed the grantee section(s) Comment:		
Notes (Include any follow-up items):		
<b>IV. STANDARD TERMS &amp; CONDITIONS (SBG AGREEMENT)</b>	<b>YES / VERIFIED</b>	<b>NO</b>
23. Page 1, section 1.6 lists all "Grantee(s)" Comment:		
Notes (Include any follow-up items):		

## DOCUMENTS REQUIRED TIP SHEET

### BUSINESS FEDERAL TAX RETURNS FOR THE PRIOR TWO (2) YEARS

Alternate: For 2019, we may use the IRS Extension & 2017 taxes. If businesses don't have their taxes, they can go to the IRS website and get a transcript in lieu of the actual tax returns.

**Purpose:** To verify legal ownership of business by checking that business name in tax returns matches the application.

Common tax return documents by business type:

- For corporations: 1120 or 1120S, 1120-W, 941, 940
- For partnerships (general or limited): 1065
- For LLCs: 8832 or may file corporation forms, partnership, or under the owner's individual tax return
- For sole proprietorships: 1040 and Schedule C
- If a trust is involved: 1041

### COPY OF CURRENT BUSINESS LICENSE

Alternate: Log may indicate notes from City about licensing exemptions.

**Purpose:** To verify that business is active and located within the City.

- If license shows an address outside of the City, deny the application. Only businesses within the City limits are eligible.
- If license is available but is not active, reference the spreadsheet for the City (there may be clarifying notes there).

### COPY(IES) OF APPLICANT(S) SOCIAL SECURITY CARD(S) AND GOVERNMENT-ISSUED PHOTO IDENTIFICATION(S) FOR ALL PRINCIPALS/OWNERS

Alternate: A recent pay stub, W-2 (wage and tax statement), SSA-1099 (Social Security Benefit Statement) or other tax documents showing the full name and entire SSN may be acceptable proof of your SSN. Additional owners must submit Photo ID.

**Purpose:** To verify/authenticate each owner. If application notes multiple owners, check for a valid Photo ID for all additional owners/principles.

Examples of government-issued photo identification include:

- Driver's license with a photograph
- State identification card with a photograph
- Immigration and Naturalization Service documents – must contain a photograph
- Military identification with a photograph
- Alien Registration Card with a photograph
- Valid passport
- Citizenship papers with photograph.

### ORGANIZATIONAL DOCUMENTS

Alternate: Organizational documents for corporations or partnership may be viewed online. Search for business at: <https://businesssearch.sos.ca.gov/CBS/Detail>. (Note: This website does not have information for sole proprietorships.) For determining all owners, tax forms may be used as an alternative for most business entities.

**Purpose:**

-To verify legal ownership (i.e., how many owners there are). All owners are listed. Applicants may be listed as sole owner or co-owner.

-To verify entity type (ensure business is eligible)

Required Organization Documents by entity type:

- For corporations: copy of recorded Articles of Incorporation and Bylaws
- For partnerships (general or limited): copy of Partnership Agreement and GP-1 or LP-1
- For LLCs: copy of recorded Articles of Organization and Operating Agreement
- For sole proprietorships: recorded Fictitious Name filing, if available.
- If a trust is involved: Trust Agreement and names of trustees and signers

### COPY OF BUSINESS DUNS DOCUMENTATION (NOT REQUIRED FOR SOLE PROPRIETORSHIPS)

Alternate: Printout showing that business applied for a DUNS number prior to submitting application. **However, must have DUNS number prior to release of grant funds.**

**Purpose:** LACDA requirement used for Quarterly Performance Report.



## EMPLOYEE INCOME SELF-CERTIFICATION FORM

(Applicable to the Cities of Azusa, Duarte, La Canada-Flintridge, and Malibu only.)

Alternate: Documentation that a business created and/or retained one (1) part-time job for a person that was of low- or moderate-income at the time of hire.

**Purpose:** To evidence the LMJ CDBG requirement was satisfied (requirement = a low/mod person was hired or retained by the business).

Employee Income Self-Certification Form (Exhibit A Pages 3 or 4) must:

- Be submitted by January 10, 2021.
- Indicate that the employee's income was 80% or less than the median income range for their household size and income at the time they were hired.

## Web Version of Small Business Grant Program Intake Form

Prior to Opening of Intake Period:



**GET UP TO  
\$10,000**

**Small Business Grant Program**

**LACDA**  
Los Angeles County Development Authority

**U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT**

THIS PROGRAM WILL BE ADMINISTERED BY THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
FUNDED BY US HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT

We appreciate your interest in the Small Business Grant Program.

Please visit us August 24<sup>th</sup> when the intake period begins.

Thank you.

Open Intake Period:



## **SMALL BUSINESS GRANT ELIGIBILITY INFORMATION**

Eligible businesses selected through a lottery will also complete a more detailed application as part of the approval process.

**Business Name**

**Business Address**

**City**

**State**

**Zip Code**

**List All Business Owners:**

Business Owner No. 1

**First Name**

**Last Name**

**Telephone Number**

**Email Address**

Business Owner No.2

First Name

Last Name

Telephone Number

Email Address

Business Owner No.3

First Name

Last Name

Telephone Number

Email Address

## PROGRAM REQUIREMENTS

How much grant assistance is your business requesting?

(amount not-to-exceed \$10,000)

Has your business received any other COVID-19 recovery funding or subsidies?

- Yes  
 No

Does your business have an active business license in our City?

- Yes  
 No

Does your business have any unresolved City, municipal, or health code violations?

- Yes  
 No

Has your business been in continuous operation within the City for at least two years?

- Yes  
 No

Select Business Type:

- Restaurants, coffee shops, bakeries, cafés, gastropubs, etc.  
 Salons, barbers, and other grooming businesses  
 Gyms, day spas, and fitness studios  
 Retail and Commercial stores\*  
 Other

\* Stores such as consumer goods, electronics/appliances, health/sporting goods, furniture, clothing/shoes, kitchen equipment, books/entertainment stores, music/audio/visual equipment, etc.

Describe the type of goods and/or services provided by your business.

Briefly describe how your business has been impacted by COVID-19.

If you were to receive this grant, how would it help your business? Include information on how you would use the grant.

Submit



**GET UP TO \$10,000**

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**Thank you for your interest in our Small Business Grant Program.**

We will review your information and if eligible, your business will be entered into a lottery. We will randomly draw a number of businesses to move forward in our Program because we anticipate more interest than we have funding. If your business is selected, you will be contacted to submit an application.