



Notice of Funding Availability,  
Program Guidelines, and  
Request for Proposals

*For The*

Community Development Block Grant,  
HOME Investment Partnerships Program, and  
Permanent Local Housing Allocation

Due Date: ~~February 19, 2024~~ February 26, 2024 at  
5pm

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# I. Program Overview

## Notice of Funding Availability and Request for Proposal (NOFA/RFP):

The City of Alameda (City) is accepting applications for California Development Block Grant (CDBG), HOME Investment Partnership Program and Permanent Local Housing Allocation (PLHA). These sources of funding are available for continuing projects, capital improvements and housing development. The application workshop will be held on Wednesday, January 31, 2024, and applications will be accepted until February 19, 2024.

### A. Community Development Block Grant (CDBG)

The City of Alameda (City) invites applications for CDBG capital activities for FY 2024-25 (July 1, 2024 to June 30, 2025), which are further described on page 3. Section VIII provides the NOFA schedule for public participation and the NOFA/RFP funding approval process.

Until Congress adopts a final budget and the U.S. Department of Housing & Urban Development (HUD) announces CDBG funding allocations, the total amount of funds to be available will not be known. The approximate amounts available will be adjusted once the final allocations from HUD are determined and any program income from the previous year is ascertained and reprogrammed.

Although staff projects that there will be approximately \$185,000 available for public service programs in FY 2024-25, the City is not accepting new applications for public services, economic development or residential rehabilitation administration funding for FY 2024-25. Existing service providers will be funded for a second year pending satisfactory performance in FY 2023-24.

<b>Non-Housing Community Development Funding Category</b>	<b>Approximate Amount Available Annually*</b>
Public Service Programs	\$185,000
Capital Improvement Projects	+\$ TBD (applications accepted year round on an ongoing basis)

\* The funding shown above are estimates only and are subject to change. The actual amount of funding available will not be known until Congress adopts a final budget and HUD announces funding allocations for FY 2024-25.

### B. HOME Investment Partnerships Program (HOME)

The City is one of eight jurisdictional members of the Alameda County HOME Consortium (HOME Consortium) which makes it possible for participating jurisdictions to receive HOME funding from HUD. The HOME Program will fund the affordable housing development activities.

Affordable Housing Development Funding Category	Approximate Amount Available*
Housing Development	\$225,000

\* The funding shown above are estimates only and are subject to change. The actual amount of funding available will not be known until Congress adopts a final budget and HUD announces funding allocations for FY 2024-25.

All applicants for HOME funds will be considered for other City funds as well.

**C. Permanent Local Housing Allocation (PLHA)**

The City of Alameda will use PLHA funding to address unmet housing needs. In September 2017, the California Legislature approved the Building Homes and Jobs Act (Act), which established a \$75 recording fee on real estate documents to increase the supply of affordable housing. The Act establishes the PLHA program administered by HCD. City of Alameda PLHA funds will be used to increase the supply of housing for households at or below 50 percent of the Area Median Income (AMI).

Affordable Housing Development Funding Category	Approximate Amount Available*
Permanent Local Housing Allocation	\$552,000

All applicants for HOME funds will be considered for PLHA or for other City funds as well. There is not a separate application for the PLHA funds.

**D. Basic Applicant Requirements:**

- Applicant must be an eligible public agency or qualified 501(c)(3) or (c)(4) non-profit organization.
- All applicants must submit a certified financial audit of their organization including any management letters for the most recent audit year.
- Non-profit organizations must submit evidence of current non-profit status and an up-to-date roster of its Board of Directors.
- Housing Development activities will require development experience.

**II. Funding Priorities**

The FY 2020-25 Priority Needs for the City’s CDBG/HOME Program are determined through a series of public community meetings and were adopted in accordance with regulations established by the HUD. The Priority Needs guide CDBG/HOME funding priorities when evaluating proposals to this NOFA.

Priority: Public Services

- Support programs for low income residents, preserving safety net services for families and individuals who are vulnerable or “in crisis.”
- Improve access to food and reduce food insecurity.
- Support services that provide mental health care or support services for those residents experiencing mental health challenges.

Priority: Homelessness

- Fund and support overnight shelter, crisis housing and public services for homeless families and individuals
- Fund supportive services, including case management and outreach, at agencies that serve homeless families and individuals.

Priority: Economic Development/Microenterprise Assistance

- Fund economic development initiatives and support services that help job seekers to receive additional training or enter the job market, including microenterprise assistance
- Rehabilitate historic, commercial, and industrial structures. Work under this goal shall reduce code deficiencies or create new job opportunities.

Priority: Affordable Housing

- Create new affordable housing units using vacant or underutilized space in existing structures.
- Offer financing for residential rehabilitation projects.
- Provide financing/grant for small residential renovation projects that improve the housing safety of a residence.
- Provide financing/grant for small residential renovation projects that improve the housing safety of a residence.
- Support the development of infrastructure for homeless individuals who utilize RV's or other vehicles as shelter.

Priority: Non-Housing Public Improvements

- Demolition, clean-up or securing of unsafe structures and sites that pose a health or safety threat to prepare the site.
- Make improvements, including those for ADA accessibility, to public facilities, such as curbs and sidewalks, neighborhood parks and recreational improvements, tree planting, homeless facilities, transportation, and other public facilities/community centers.

### **III. Eligible Activities**

Programs and projects considered for funding must meet all of the following requirements:

- Be an eligible activity under CDBG/ HOME funding regulations;
- Qualify for funding on the basis of benefiting low- and moderate-income persons; and
- Meet one of the City's Priority Needs described above in Section II.

Listed below are specific eligible activities which may be carried out with CDBG/ HOME funds. While this list is not complete, it provides a spectrum of the more typical activities that receive funding:

#### Community Development Block Grants:

- Public Improvement (Capital Improvement) Projects
  - Accessibility Improvements
  - Health and Safety Improvements
  - Demolition/Site Clearance
  - Off-site improvements/public infrastructure

For FY 2024-25, new applications will NOT be accepted for the following categories of activities: Public Services, Economic Development, Residential Rehabilitation Administration.

#### HOME Investment Partnerships Program

- New Construction
- Housing Rehabilitation
- Acquisition
- Site Improvements
- Demolition

## IV. Qualifying Criteria

In order to qualify for CDBG/ HOME funding, all eligible activities must principally benefit low- and moderate-income persons. An activity will be considered to principally benefit low- and moderate-income persons if it meets one or more of the following:

- 100% Low-Income Benefit which is 80% of AMI and below (Public Services): The activity has an income eligibility requirement that limits the benefits exclusively to very low- and low-income persons. Public service programs requesting CDBG funds to support operating costs must demonstrate 100% benefit to very low- and low-income households. (Refer to Section IX for income limits)
- Presumed Benefit Population: The activity would benefit one or more of the following groups, presumed to be low- or very low-income under CDBG/HOME regulations: abused children, battered spouses, the elderly, adult persons with disabilities, the homeless, illiterate persons, and/or migrant farm workers. Removal of architectural barriers would fall under this category of Presumed Benefit. Please refer to [www.hud.gov](http://www.hud.gov) for additional clarification.
- Job Creation/Retention for Low-Income Population: The activity is designed to create or retain permanent jobs, a majority of which employ or shall employ very low- and low-income persons.

HOME Housing Development activities must additionally meet the following requirements to qualify for funds:

- **Funds cannot be used to cover administrative costs**
- All recipients of funds must be in compliance with HOME Rules – 24 CFR Part 92
- Applicants who have previously received HOME or other federal funds must be able to demonstrate successful performance, including timely expenditure and regulatory compliance
- HOME-Required Match of no less than 25 cents for each dollar of HOME funds and HOME Affordability Covenant
- HOME projects must be completed within four years of execution of a HOME contract
- HOME-assisted rental units must be occupied by income-eligible households within 18 months of project completion
- Federal Labor Requirements
- Hazardous Materials/Lead Mitigation Requirements
- Federal Accessibility Requirements

## V. Funding Requirements

### A. Religious Organizations

Funds provided under this NOFA cannot be used for religious activities. However, HUD will allow faith-based organizations to access funds for programs meeting City funding priorities described above without having to form secular affiliates.

### B. Program/Project Schedule

When preparing the program schedule, it is important to factor in sufficient time allowances for various administrative procedures. These include City staff preparation of the HUD-required Environmental Review under the National Environmental Policy Act (NEPA), consultation under the National Historic Preservation Act (NHPA) and negotiation and execution of the funding agreement between your agency/organization and the City.

### C. Environmental Review Process

Federal regulations require local jurisdictions to prepare a NEPA Environmental Review (ER) for every activity funded with federal funds. For complex projects, including most capital improvement projects, this review may take approximately 6-16 weeks. If environmentally significant conditions are found and/or mitigation measures are required, the time to complete the environmental review process will be extended.

For capital improvement projects involving any physical activity, this process can be time consuming and expensive. The cost of preparation of the NEPA ER will be charged to your project and netted out of the amount allocated to your project. This will include public notices and additional studies needed to document ER compliance. The City will incur these costs, with the actual total cost of the ER reimbursed to the City Housing Division from your allocation. Please include a project budget line item for ER.

### D. Subrecipient Agreement

Required agreement between subrecipient and the City: If you have been awarded CDBG/ HOME funds for your activity, you must not commit or obligate these funds in any way before an agreement between your agency/organization and the City has been executed. If you commit or obligate the funds before the agreement is executed, the City will not be able to reimburse you for the program costs. When planning your project schedule, the City will enter into subrecipient agreements after it has received the funding approval/agreement from HUD and the funds are made available. The City funding agreement with the service providers will be performance-based.

### E. Demographic Data on Project/ Program Beneficiaries

If your project is funded, you will be required to provide City staff with a certain amount of demographic data depending on your particular type of



project. The HUD-required data may include: client household income, client racial/ethnic background, and head of household information. The City will provide you with required reporting forms. File documentation is required as back-up to quarterly reports. The City also requires that the service provider verify the income of clients served, and that such information be reported on a quarterly basis.

In addition, if your project qualifies for funding under CDBG criteria limiting benefit to low-income individuals, you will be required to verify your clients' incomes by obtaining employment verification, and/or benefits income verification, and/or tax returns, or client self-certification.

F. Funding on Reimbursement Basis

The City has a strict policy of not providing funding advances before program costs are incurred and paid. Reimbursement is made only upon complete documentation of performance of program goals or completion and payment of incurred costs for capital improvement projects. Public Service sub-recipients should submit approximately one-fourth of the total amount funded on a quarterly basis.

G. Financial Audits

Program applicants are required to submit a copy of the most recent certified financial audit prepared by an independent CPA firm, including any management letters. Annual submission of financial audit reports will also be required during the term of the financing or funding agreement. If your agency has expended \$750,000 or more of federal funds from any source in any one year, the audit should include a "single audit" and be in compliance with Uniform Guidance 2 CFR Part 200, depending on if your entity is a non-profit organization or public agency. If project applicants have not expended \$750,000 or more of federal funds from any source in any one year, they must attach a certification attesting to this fact.

H. Background of Non-profit Organizations

All non-profit organizations applying for funds must meet the following requirements:

1. Governing Body - Governing body of the organization should be vested in a responsible and active voluntary board which meets at least quarterly and establishes and enforces policy. The governing body should be large enough and so structured to be representative of the community it serves.
2. Personnel - The organization must provide for adequate administration of the program to ensure delivery of services. At a minimum, one person should be designated the full time director of the organization.
3. Staffing of Public Service Programs - Agencies requesting funds for public service programs are encouraged to have staffing at all levels

of responsibility that reflect the racial/ethnic composition of population served. It is highly desirable that the agency staff also possess the appropriate bi-cultural and bi-lingual capabilities.

I. Designated Person to Execute Documents

Once a non-profit agency has been approved for funding, the City must know who has been authorized by the non-profit's governing body to execute all necessary documents related to the funding.

## VI. Evaluation Criteria

**Capital Improvements and HOME Housing Development:** City staff will evaluate applications. A selection committee comprised of City staff will review all submissions and make a recommendation to City Council. All responses will be evaluated on the basis of information requested. The final decision will be made by City Council. Preference will be given to projects and programs that benefit people who are experiencing homelessness.

Applications will be reviewed by staff against priorities and criteria described in more detail in the specific category application of the NOFA Guidelines. All funding recommendations for the various categories will be presented to the City Council for final approval.

A public hearing is tentatively scheduled for May 7, 2024, before the City Council for the final funding approval.

July 1, 2024, is the earliest that FY 2024-25 funding can be accessed, provided a funding agreement has been executed between your agency/organization and the City after all HUD requirements have been met.

## VII. Application Submission

### A. Pre-Submission Meeting

The Pre-Submission Meeting which will be held online is designed to acquaint the public, including applicants, with the application and decision-making process for all of the City's grantmaking activities, including the funding process and program guidelines. Application materials will be reviewed at the Pre-Submission Meeting. All prospective applicants are encouraged to attend. Zoom link shall be posted on the City's RFP page.

### B. Where to Submit

Capital Improvement and HOME Housing Development applicants must contact Andre Fairley at 510-747-6883 or by email at [housing@alamedaca.gov](mailto:housing@alamedaca.gov) to set up a meeting to discuss the details of the project scope and budget.

Please submit your proposal electronically to [housing@alamedaca.gov](mailto:housing@alamedaca.gov) no later than 5:00 p.m. PST on Monday, February 26, 2024.

The proposal should be submitted as a single .pdf file, with the subject line: *(Name of Organization) Response to RFP: CDBG Capital Improvement or HOME Housing Development*, whichever is applicable.

### C. Information and Assistance: Staff is available to answer questions regarding the NOFA and submittal of the RFP. You may contact the following staff:

Andre Fairley  
Management Analyst  
(510) 747-6883  
[housing@alamedaca.gov](mailto:housing@alamedaca.gov)

**Application Deadline**  
**February 26, 2024 at 5:00 p.m.**

## VIII. NOFA Schedule for the FY 2024-25 Action Plan

<p><b>October 26, 2023</b>  <b>7:00 p.m.</b>  <b>(Completed)</b></p>	<p><b>SOCIAL SERVICE HUMAN RELATIONS BOARD PUBLIC MEETING</b>  Community stakeholders and citizens participate to identify priority needs for the Action Plan Needs Statement FY 2024-25  Meeting information is available at <a href="http://alamedaca.gov">alamedaca.gov</a></p>
<p><b>December 19, 2023</b>  <b>7:00 p.m.</b>  <b>(Completed)</b></p>	<p><b>CITY COUNCIL NEEDS PUBLIC HEARING</b>  Community Needs Priorities for the Action Plan FY 2024-25  2263 Santa Clara Ave., 3rd Floor, Alameda, CA</p>
<p><b>January 18, 2024</b>  tentative</p>	<p><b>CDBG &amp; HOME FY 2024-25 NOFA/RFP RELEASED</b></p>
<p><b>February 26, 2024</b>  <b>5:00 p.m.</b></p>	<p><b>CDBG &amp; HOME FY 2024-25 NOFA/RFP RESPONSES DUE</b></p>
<p><b>April 5, 2024</b></p>	<p><b>NOTICE OF PUBLIC HEARING</b>  Public hearing notice published in Alameda Journal (newspaper of record). Copies of draft Action Plan published on the City web site. (Hard copies may be provided to City Clerk’s Office and the Main Library, if open to the public.)</p>
<p><b>April 5, 2024</b></p>	<p><b>FUNDING RECOMMENDATIONS PUBLISHED</b>  Funding recommendations will be published on the City of Alameda website: <a href="http://www.alamedaca.gov">www.alamedaca.gov</a>.</p>
<p><b>May 7, 2024</b>  <b>7:00 p.m.</b></p>	<p><b>WRITTEN COMMENTS DUE</b>  Written comments on the published funding recommendations are invited and encouraged.</p> <p>By email: <a href="mailto:clerk@alamedaca.gov">clerk@alamedaca.gov</a></p> <p>By mail: City of Alameda  Housing and Human Services  Attn: Andre Fairley  950 West Mall Square, Suite 205  Alameda, CA 94501</p>
<p><b>May 7, 2024</b>  <b>7:00 p.m.</b></p>	<p><b>CITY COUNCIL PUBLIC HEARING</b>  Adopt the Funding recommendations for the FY 2024-25 CDBG Action Plan.</p>
<p><b>July 1, 2024</b></p>	<p><b>START OF PROGRAM YEAR</b></p>

## IX. Income Limits

All references to low-income in this document shall be based on the definition of 80 percent or lower of median income. HUD updates this income chart each year. The City will provide all sub-recipients with the most current data when it becomes available.

### 2023 INCOME LIMITS

Persons in Household	Extremely Low (30%) Income Limits	Very Low Income (50%) Income Limits	Low Income (80%) Income Limits
1	\$ 31,050	\$ 51,800	\$ 78,550
2	\$ 35,500	\$ 59,200	\$ 89,750
3	\$ 39,950	\$ 66,600	\$ 100,950
4	\$ 44,350	\$ 73,950	\$ 112,150
5	\$ 47,900	\$ 79,900	\$ 121,150
6	\$ 51,450	\$ 85,800	\$ 130,100
7	\$ 55,000	\$ 91,700	\$ 139,100
8	\$ 58,550	\$ 97,650	\$ 148,050

Source: U.S. Department of Housing and Urban Development, (HUD) Data for Alameda County at <https://www.huduser.gov/portal/datasets/il/il2023/2023summary.odn>

Effective: April 2023

## **X. Sample Certification for No Single Audit Requirement**

**(Please insert sample language onto your agency letterhead stationary)**

City of Alameda  
Housing and Human Services  
Attn: Andre Fairley Andre Fairley  
950 W. Mall Square, Suite 205  
Alameda, CA 94501

Dear Mr. Fairley:

This is to certify that as \_\_\_\_\_ (Designated Signer Title) for our agency. \_\_\_\_\_ (name of agency), we did not expend more than \$750,000 of federal funds from all federal sources during the fiscal year ending. As such, our independent financial audit submitted with this application was not required to comply with the single audit requirements set forth in 2 CFR Part 200.

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# XI. Sample Service Provider Agreement

## SIGNATURE REQUIREMENTS

Signed documents require proper execution to ensure their validity and enforceability. Documents required to be recorded also must be notarized. The City of Alameda requires adherence to the following procedure in the execution of all written documents that require signatures. Such documents include: Licenses, Leases, Contracts, Service Provider Agreements, Subdivision Maps, Grants of Easements, Grant Deeds, Agreements, Bonds, etc. Questions about these procedures or specific documents should be directed to the Alameda City Attorney’s Office prior to the signing of such documents.

- I. **FOR ALL SIGNATURES.** The name and title of the signer must be typed or printed beneath the signature. This applies to any party signing any document.
- II. **FORMAT OF THE NAME AND TITLE.** The name must be signed exactly as it is printed or typed. The signer’s title (e.g. “City Attorney”) or interest in the property (e.g. “Owner”) must be typed or printed beside the typed or printed name. As stated above, this information should be typed or printed beneath the actual signature.
- III. **SIGNATURES FOR PARTNERSHIPS.** The signing party must be a general partner in the venture or be authorized in writing to have the authority to sign for and bind the partnership. (Corp. Code §§ 16301, 16303.)
- IV. **SIGNATURES FOR LIMITED PARTNERSHIPS.** The signing party must be a partner in the partnership or be authorized in writing to have the authority to sign for and bind the limited partnership. *Limited* partners generally do not have binding authority to sign for a limited partnership. (Corp. Code §§ 15904.02, 15903.02.)
- V. **SIGNATURES FOR CORPORATIONS.** Authorization to sign contracts and other documents on behalf of the corporation must be demonstrated by one of the following methods. For maps and documents to be recorded, and for sureties signing bonds, the signatures must be notarized as provided in Method 3 and paragraph VII, below.

**Method 1** (Two Specified Officers). Authorization may be shown by two officers signing the instrument. ONE SIGNING OFFICER MUST BE FROM GROUP A and ONE MUST BE FROM GROUP B. (Corp. Code §§ 313, 5214.)

Group A

- (i) Chairman of the Board
- (ii) President
- (iii) Any Vice-President

Group B

- (i) Secretary
- (ii) Any Assistant Secretary
- (iii) Chief Financial Officer

(iv) CEO

(iv) Any Assistant Treasurer

**Method 2** (Certified Board Authorization). Authorization may be shown by providing the City a copy of the corporation's bylaws, board of directors meeting minutes, or any resolution of corporation's board authorizing the person signing the instrument to execute instruments of the type in question, and certified by the Secretary or Asst. Secretary of the corporation to be a true copy. (Corp. Code §§ 314, 5215.)

**Method 3** (Notarized Officer Signature). Authorization may be shown by the signature of either the corporation's president, vice president, secretary, or assistant secretary accompanied by a notary acknowledgment in the form prescribed by Civil Code §1189. (Civil Code §1190.)

- VI. SIGNATURES FOR LIMITED LIABILITY COMPANIES (LLCs).** Authorization to sign on behalf of the LLC must be demonstrated by providing the portion of the operating agreement authorizing the person signing the instrument to execute instruments of the type in question, and if the LLC does not have an operating agreement, then by providing the articles of organization for review by the City Attorney's Office. (Corp Code §17703.01.)
- VII. MAPS AND DOCUMENTS TO BE RECORDED.** For maps and documents to be recorded, including all transactions affecting title to real property, all signatures must be properly notarized and accompanied by a certificate of acknowledgement in the form prescribed by Civil Code section 1189. (Gov't Code §§ 27287, 66436.) The names and titles of the people signing the documents should be listed on the notary flag.
- VIII. CHANGES.** Should any changes be made to the document once signed, the changes must be initialed by all parties signing the document. Obliteration of any type is not an acceptable form of change to the terms of a signed document.



# SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and COMPANY, a [STATE corporation, LLC, LP, GP, or sole proprietor/individual], whose address is ADDRESS (“**Provider**”), in reference to the following facts and circumstances:

## **RECITALS**

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: \_\_\_\_\_.  
[City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued an RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][ Provider was selected on a sole source basis because (must provide justification for sole source selection).][Other: Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the City’s administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years. ]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]

D. [Whereas, the City Council authorized the City Manager to execute this agreement on \_\_\_\_\_.]

E. The City and Provider desire to enter into an agreement for \_\_\_\_\_, upon the terms and conditions herein.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

**1. TERM:**

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, and shall terminate on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, unless terminated earlier as set forth herein.

[The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to xxxx (x) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged [with the exception that the compensation shall be adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][with the exception that the compensation shall be adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe any compensation escalator.]

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.][as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. [If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.]

[If you wish to encumber department funds annually in the same amount, or if you are doing a contract with one-year extensions, then state: Compensation for this contract shall not exceed \$XX,XXX per year, for a total five-year compensation not to exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City]

[If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: Compensation for work done under this Agreement, shall not exceed as follows:

- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- Total five-year compensation shall not exceed \$XXX,XXX]

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

**4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney’s fees and costs of litigation (“Claims”), arising from or in any manner connected to Provider’s performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

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

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:                   \$1,000,000 each occurrence  
  \$2,000,000 aggregate - all other

Property Damage:               \$1,000,000 each occurrence  
  \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:                   \$1,000,000 each occurrence  
Property Damage:               \$1,000,000 each occurrence

or

Combined Single Limit:       \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

[(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Provider. If not covered under Provider’s liability policy, such “property” coverage of the City may be endorsed onto Provider’s Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.]

[(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.]

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider’s name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except

workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. **EXCESS OR UMBRELLA LIABILITY:**

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's



performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City’s preliminary examination or audit of records, and the City’s supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party’s respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
[Department]  
[Address]  
Alameda, CA 94501  
ATTENTION: [Title]  
Ph: (510) [xxx-xxxx]

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

[Provider Name]  
[Department]  
[Address]  
[City, State, zip]  
ATTENTION: [Title]  
Ph: (xxx) [xxx-xxxx]

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
[Department]  
[Address]  
Alameda, CA 94501  
ATTENTION: [Name/Title]  
Ph: (510) [xxx-xxxx] / Email

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**27. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**28. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**29. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**30. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

- (2) Selection for training, including interns and apprentices.
  - (i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
  - (iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
  - (iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
  - (v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant

to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- (i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- (iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and

benefit from federally assisted programs and activities, including but not limited to:

- (i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- (ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- (iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- (iv) In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.]

**31. NONDISCRIMINATION – HUD REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
  - A. Provider agrees to post in conspicuous places in each of Provider’s facilities providing services hereunder, available and open to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
  - C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
  - D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- (v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.



d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- (i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- (iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) EMPLOYMENT AND CONTRACTING OPPORTUNITIES

- (i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business

concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

- (ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

(3) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

- (i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- (ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- (iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- (iv) In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.]

**32. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.]

**33. MULCH PROCUREMENT REQUIREMENTS**

Providers of landscaping maintenance, renovation, and construction shall:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with [14 CCR, Division 7, Chapter 12, Article 12](#) and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in [14 CCR Section 17852\(a\)\(24.5\)\(A\)\(1\) through \(3\)](#).

b. Maintain the following records for compost and SB 1383 eligible mulch and submit to the City upon request:

- (1) General description of how and where the product was used and applied;
- (2) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the compost and/or SB 1383 eligible mulch were procured;
- (3) Type of product
- (4) Quantity of each product; and,
- (5) Invoice or other record demonstrating purchase or procurement.]

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY  
a (California corporation, LP, LLC,  
GP, sole proprietor/individual)

CITY OF ALAMEDA  
a municipal corporation

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
[DEPARTMENT HEAD NAME]  
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
[NAME]  
Assistant City Attorney

# SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF: \_\_\_\_\_**  
**The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.**

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:  
AUTO

COMMERCIAL

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:  (Authorized Representative)
Named Insured:	

SCHEDULE

**SAMPLE**

Name of Person or Organization:  
City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:** \_\_\_\_\_  
**The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.**

**NOTICE OF CANCELLATION:**  
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

## XII. Social Services Human Relations Board Community Needs Statement



City of Alameda · California

December 5, 2023

To: Honorable Mayor and Members of the City Council

From: Scott Means, President  
Social Service Human Relations Board

Subject: Social Services Human Services Relations Board  
FY 2024-25 CDBG Public Services Needs Statement

The Social Service Human Relations Board (SSHRB) is responsible for assessing the community's social and human service needs and establishes strategies to address those needs. In 1997, the City Council entrusted SSHRB with participating in the Community Development Block Grant (CDBG) process by examining and discussing the importance of residents' public service needs and forwarding recommendations to Council on the CDBG Non-Housing Public Service funding. This letter represents SSHRB's recommendations as it relates to the community's priority needs and public service support in the City of Alameda.

At the SSHRB meeting on October 26, 2023, City staff presented the priorities that were identified in the CDBG Five-Year Consolidated Plan, including: preserving and increasing affordable housing, reducing housing discrimination, preventing and addressing homelessness, and addressing non-housing community development needs (such as neighborhood improvements, public services, accessibility improvements, and economic development).

Staff invited 37 non-profit organizations active in Alameda to comment on the community's current needs. SSHRB received written and/or verbal comments from 17 community service providers and organizations.

SSHRB members, with consideration from the service providers voted 6-0 to recommend the following priority areas, and are strongly emphasizing that racial equity concerns are at the core of many of these issues:

- Mental Health and crisis intervention
- Food Security
  - Emphasis on nutrition and health
  - Accessibility to healthier food options
- Housing
  - Increase housing affordability and supply
- Race & Equity Lens and Response
- Childcare for Low-Income Families
- Advocacy & Coordination

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- Wraparound services to support marginalized and underserved communities
- Violence, crime prevention and safety
- Social connectedness
  - Community building, diversity and inclusivity

The wage and cost of living gap has led to many disparities within the City of Alameda. Due to the effects of the COVID-19 pandemic, income inequality continues to worsen throughout the state and income alone is not enough to meet basic needs. This is why it is imperative to prioritize these needs to ensure our most vulnerable communities have an opportunity to thrive. SSHRB recommends that the City Council make policy and funding decisions that prioritize the needs of the people that have been identified in this needs statement letter. Thank you for your time and consideration.

Sincerely,

DocuSigned by:  
*Scott Means*  
E1997E3BE00E44E...

Scott Means, President  
Social Service Human Relations Board

## **PROVISIONS FOR PERSONS WITH DISABILITIES**

If any person with an interest in participating in the aforementioned federal program is a person with a disability as defined by Section 504 of the Rehabilitation Act of 1974 and requires an accommodation to participate or take interest, a request for accommodation may be made to Andre Fairley at (510) 747-6883 or by email at [housing@alamedaca.gov](mailto:housing@alamedaca.gov). Such request shall include a description of the accommodation sought, along with a statement of the impairment that necessitates the accommodation. Any request for accommodation shall be reviewed and a response provided within five business days of receipt of such request. Notice of any accommodation granted will be promptly provided to the requester.

## **PROVISIONS FOR NON-ENGLISH SPEAKING RESIDENTS**

The City of Alameda has a network of employees speaking some 45 languages who can act as interpreters for residents seeking information regarding the aforementioned federal programs. If notified two business days in advance, the City will arrange to have an interpreter available. Please contact Andre Fairley at (510) 747-6883 (Voice) or email [housing@alamedaca.gov](mailto:housing@alamedaca.gov).

## **NON-DISCRIMINATION POLICY**

The City of Alameda does not discriminate against any persons on the grounds of race, color, religion, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, marital status, familial status, source of income, genetic information, medical condition, physical disability or mental disability, or any other category protected by law.

