



REQUEST FOR PROPOSALS

For

Implementing Partner for Guaranteed
Income Pilot Program

For The

CITY OF ALAMEDA

August 8, 2022

Due Date:

Wednesday, September 7, 2022, 4:00 p.m.

I. Introduction

The City of Alameda (City) is soliciting proposals from organizations to administer and implement the City's Guaranteed Income Pilot Program (Pilot Program).

Guaranteed Income (GI) programs provide a flat monthly cash payment to a defined population. These programs are distinct from other financial assistance programs—they are unconditional, unrestricted, and include regular payments for a period of time, often concurrently with collecting survey and participation data that helps inform larger policy and program development focused on alleviating poverty. Unlike other government assistance programs, direct cash recipients are empowered to make their own decisions on how to spend the money in ways that best meet their basic needs, which allows for dignity and self-determination.

The selected Implementing Partner will have previous experience working with low-income households in Alameda and have a demonstrated capacity to provide a range of implementation services related to the Pilot Program, including but not limited to: outreach and recruitment, applicant intake and determining eligibility, communications, media, and stakeholder management. Additionally, the Implementing Partner will provide benefits counseling to all program participants at the beginning and end of the Pilot Program. Additional program partners will likely include 1) a Financial Partner responsible for facilitating payments for Pilot Program participants and 2) a "Research Partner" responsible for completing a quantitative and qualitative analysis of the program impacts.

The City is working with the advocacy and research organization Mayors for a Guaranteed Income (MGI) a consultant on this project.

II. Overview

The City is a community of approximately 80,884 residents in the San Francisco Bay Area. On May 17, 2022, the Alameda City Council directed staff to develop a Guaranteed Income Pilot Program focusing on low income residents. In broad terms, the Pilot Program will provide \$1,000 per month to approximately 150 households over a two-year period. The Pilot Program will be funded through the City's allocation of funds from the federal American Rescue Plan Act of 2021 (ARPA). The City anticipates working with the Implementing Partner to launch the Pilot Program in the Spring/Summer 2023.

In addition to this RFP, the City will be issuing RFPs for two other program partners:

- Funding Partner—to administer the financial aspects of the Pilot Program, including distribution of the monthly payments; and
- Research Partner—to design and conduct a quantitative and qualitative analysis of the Pilot Program's contribution to financial stability of the recipients, determine methodology for selection of program and control group participants, and to help secure benefit waivers from state and federal agencies.

An Advisory Board composed of community and advocacy organizations, individuals with lived experience (i.e. low-income persons), and City staff will be created to help inform

decision-making on key programmatic elements.

III. **Program Goals**

GI is an income distribution program that provides individuals with a fixed amount of money each month to cover basic living expenses. The goals of the City's Pilot Program are threefold:

1. Limit economic volatility and empower recipients to make their own decisions on spending money in a way that best meets their basic needs, allowing for dignity and self-determination.
2. Inform public policy and program development designed to alleviate poverty at the local, state and federal levels.
3. Contribute to a change in the narrative surrounding the larger discussion of poverty in Alameda and beyond.

IV. **Scope of Work**

The role of the Implementing Partner will require continued collaboration with both the City and its other program partners. The City anticipates that the awarded entity will dedicate at least one full time equivalent employee (1.0 FTE) to serve as the program administrator who will coordinate outreach to potential pilot participants and oversee the on- and off-boarding of participants at the beginning and end of the program; support the advocacy efforts of the City; and serve as a liaison between the City, pilot participants, program partners, and academic researchers.

The Implementing Partner will also provide benefits counseling to program participants at the beginning and end of the Pilot Program. The City expects that the Implementing Partner will dedicate an additional 1.0 FTE and up to 2.0 part-time staff to serve as benefits counselors.

Required Activities

Part A: Guaranteed Income Pilot Program

1. Final Program Design and Refinement
 - Organize focus groups (in collaboration with the City and community organizations) with people with lived experiences (i.e. low-income persons) to solicit comments on messaging, communication strategies, timing/date of disbursement of monthly payments, types of wrap-around services aligned with the stated needs of the targeted population, and other program topics.
 - Lead collaborative effort with the City and other program partners to finalize program design, such as determining low-income eligibility requirements, selection and retention of the research control group (if applicable), and other aspects of the program.
 - Organize an Advisory Board of community and advocacy organizations, and individuals with lived experiences to oversee the program's direction, development and implementation, including making recommendations on research metrics to be used by the Research Partner.
 - Based on needs discussed in the focus groups, identify and organize optional

- wrap-around services available for program participants.
- Lead effort to create and maintain an overall Pilot Program website and/or portal to promote the program and serve as a live public dashboard for performance metrics:
 - i. This website should be compatible with the City’s website so that it may be linked from the City’s website without issue;
 - ii. Be compatible with mobile communications devices; and
 - iii. Content should be made available in English, Spanish, Tagalog, Vietnamese, and Korean.
 - Work with Research Partner to ensure Pilot Program design meets all (Institutional Review Board (IRB))¹ requirements.
2. Recruit Pilot Program participants
- Collaborate with the City to educate Alameda’s general public about the Pilot Program and publicize application’s availability.
 - Partner with front-line social services, nonprofit, faith-base and other organizations, and conduct focused outreach within communities that include, but are not limited to, the following:
 - People experiencing or at risk of homelessness
 - Immigrant, refugee and limited English-speaking communities
 - Historically disenfranchised groups including Black, Indigenous and other communities of color
 - Low income families, including senior citizens
 - Affordable housing tenants/renters
 - People with disabilities
 - Children, youth, Alameda Unified School District, and College of Alameda
 - Coordinate with Research Partner to ensure minimum application target is reached.
3. Organize and facilitate application and selection process
- Support Research Partner and City staff in development of an online application (that can be accessed both through a mobile device or computer). The application may also serve as the initial survey for program participants for the research component of the Pilot Program.
 - The application should be designed to be accessible to a broad audience and include translation into numerous languages.
 - Work with City staff to identify physical locations where online computer access may be provided during the application period (this may include the Alameda Free Library, Mastick Senior Center and physical locations of community organizations).
 - Work with the Research Partner to complete Pilot Program participant selection through a randomized lottery.
4. Organize onboarding procedure for participants following the selection lottery and off-boarding at the conclusion of the Pilot Program

¹ The IRB is an administrative body established to protect the rights and welfare of human research subjects recruited to participate in research activities.

- Notify Pilot Program participants of their selection.
 - Conduct a series of one-on-one orientation sessions that provides a programmatic overview of the Pilot Program, generates excitement about participation in the program, and walks participants through paperwork and other elements of onboarding procedure. This may include the creation of an orientation video and/or other methods to effectively communicate information and enthusiasm for the Pilot Program.
 - Assist applicants in completing any enrollment applications and other necessary documentation to be considered as a participant or to participate in the Pilot Program. This assistance may be provided in person, with appropriate COVID-19 precautions, by phone, or online through Zoom or a similar platform.
 - Ensure complete and active consent of Pilot Program participants, wherein Pilot Program participants are informed and actively signal willingness to participate.
5. Administer funds to Pilot Program participants over the course of the program.
- Work with Financial Partner to ensure monthly recurring payments to Pilot Program participants and to provide case management services for resolving any issues related to payment distribution.
 - To ensure that Pilot Program participants do not suffer economically from participation, in addition to/in place of applying for income exemptions for benefit programs, the City will create an approximately \$50,000 “Benefit Conservation Fund” to provide compensation to recipients if they become ineligible for Federal, State, County, and/or local benefits due to receiving GI payments. The Implementation Partner will be responsible for coordinating payments from the Benefit Conservation Fund in the event that participants suffer unanticipated economic injury.
 - In collaboration with City and Financial Partner, troubleshoot any issues that arise regarding participants’ payments throughout the Pilot Program.
6. Support advocacy efforts of the City
- Work with City staff to identify a cohort of Pilot Program participants who are willing to share their stories and amplify their experiences as recipients of guaranteed income.
 - Work with City staff and other Pilot Program partners on communication and advocacy efforts. Tasks may include fielding inquiries from the press and general public about the Pilot Program, coordinating press directly to promote the Pilot Program.
 - Lead efforts utilizing storytelling supported by photographic, and/or video documentation or other mediums aimed at garnering ‘narrative change’ about poverty and anti-poverty policies within the broader Alameda community.
 - Work with City staff and the Research Partner to present and distribute research deliverables. This effort may take place as between 6 and 18 months following completion of the Pilot Program.
 - Support City in broader advocacy efforts related to Guaranteed Income.
7. Serve as liaison between the City, Pilot Program participants, and other Pilot

Program partners.

Part B: Benefits Counseling

1. Provide benefits counseling to all Pilot Program participants at the beginning, end, and as needed over the course of the Pilot Program.
 - Ensure Pilot Program participants understand how receiving GI will impact benefits they receive, including but not limited to: childcare subsidies, Supplemental Security Income, Social Security Disability Insurance, Medicare, Medicaid, food and housing assistance, and other public benefits. Potential methods for completing this task include:
 - Work with the California Department of Social Services, the Alameda Housing Authority, Alameda County, and other organizations to better understand the benefits landscape specific to the City of Alameda/Alameda County.
 - Work with the City to create an Alameda-specific benefits matrix that identifies what benefits may be impacted due to receiving cash payments.
 - Help participants weigh costs and benefits of Pilot Program participation.
 - Ensure Pilot Program participants understand who to contact if they have a problem or question about their benefits throughout the Pilot Program.
 - Help participants re-enroll in benefits as necessary at the end of the Pilot Program period, and offer available “off-boarding” benefits counseling for up to three months following the conclusion of the payment period.

Other Requirements and Qualifications

1. Demonstrates capacity to deliver services in languages other than English that are most spoke in Alameda, including English, Spanish, Tagalog, Vietnamese, and Korean.
2. Ability to hire and maintain consistent staffing to meet program goals.
3. Demonstrated familiarity with and proficiency in navigating federal and state benefit systems.
4. Demonstrated ability to build trust among program participants and the larger community, and to provide transparency.
5. Experience working with local government policy makers and community-based organizations preferred.
6. Meet a minimum of monthly with the City and Pilot Program partners to discuss status and to make necessary adjustments.

Please note that this list is not exhaustive. Additional activities may arise throughout the course of the Pilot Program.

V. RFP Schedule

Dates and Times	Action
Monday, August 8	RFP Issued
Friday, August 19	Deadline for RFP Questions

Friday, August 26	RFP Q&A Posted
Wednesday, Sept. 7, 4:00p	Proposals Due
Week of Sept. 19	RFP Interviews
Week of Sept. 26	Selection of Partner

VI. **Submittal Instructions**

Please submit your proposal electronically to **GI@alamedaca.gov** by **4:00PM PST on Wednesday, September 7.**

The proposal should be submitted as a single .pdf file, with the subject line: *(Name of Organization) Response to RFP: City of Alameda GI Implementing Partner.*

Late proposals will not be accepted.

VII. **Questions**

Please email any questions regarding the RFP to GI@alamedaca.gov by 4:00PM on Friday, August 19. Answers will be posted on the RFP webpage on Friday, August 26.

VIII. **Submittal Requirements**

The City is requesting that submitted proposals contain the following information in the ensuing order:

1. Table of Contents
2. Letter of Interest: A letter expressing your interest in being considered as the Implementing Partner. Include the name, title, and contact information, including mailing address, phone number, and email address of the person whom the City should contact regarding this response. (1- page maximum)
3. Project Understanding and Approach: A statement demonstrating your understanding of the proposed project and describing your approach to completing the presented scope of work in a timely and cost-efficient manner. (1-page maximum)
4. Team Organization and Description: Please include an organizational chart and information about the specific relevant experience for the proposed employees and applicable staff. One employee must be designated as the principal contact and Program Administrator for the City. (1-page maximum)
5. Key Staff/Team Experience: For key team members, please provide resumes, examples of experience interacting with low income households, successful coordination of low income services within the Bay Area community. (5-page maximum)
6. Letters of commitment: If applying with partners, provide letters of commitment from all partner organizations (other than lead) certifying their role and responsibilities in the

proposed work plan.

7. Work Plan, Fee Proposal, and Schedule. Please provide a detailed work plan, task-by-task budget proposal, and implementation schedule. If proposer has additions or suggested amendments to the presented scope of work, please include them in your response.
8. Comments/Questions on the City Standard Service Provider Agreement: The City's standard service provider agreement is attached for your consideration (see Exhibit A). If the applicant has any questions/concerns related to the standard form contract, they must be submitted in writing with your response to this RFP.
9. Supporting documents (optional): Provide documents, links, communications materials, etc. that provide any relevant background information about the organization and experience with similar projects.

IX. Selection Process

Based upon the submitted written responses to this RFP, City's selection team will review and rank the proposals according to the following criteria:

Categories	Total Points
<p>Project Proposal</p> <ul style="list-style-type: none"> • Proposed work plan supports the project's goals; and activities set out in the Scope of Work. • Applicant demonstrates understanding of the challenges and barriers that low-income residents of Alameda face. • Applicant demonstrates understanding of specific barriers and challenges faced by historically excluded communities in Alameda. • Applicant clearly demonstrates how it will service the 150 participants at the beginning and end of the program when demands on resources will be elevated. • Project activities are clearly defined and described. Applicant demonstrates ability to build trust among program participants and the larger community, and to provide transparency. • Time commitment of staff is appropriate to the project. 	<p>40 points</p>
<p>Timeline & Budget Proposal</p> <ul style="list-style-type: none"> • Timeline of work is feasible. • Budget is in alignment with the proposed activities. • Budget and timeline demonstrate understanding of programmatic priorities. • This will not be a low-bid contract. However, proposed contract budget, cost controls, program efficiencies, and other budget matters will be taken into consideration. • <i>*Note that project budget should not include cash payments to Pilot Program participants or disbursements from the Benefit</i> 	<p>20 points</p>

<i>Conservation Fund.</i>	
Organization Experience <ul style="list-style-type: none"> • Qualifications and relevant organization and staff experience, particularly in Alameda. • Demonstrated commitment to serving low-income residents and historically excluded communities, particularly in Alameda. • Experience effectively communicating a message-driven story to the press and media. • Experience effectively communicating in languages most commonly spoken in Alameda. 	35 points
Ability to meet the City's standard contract requirements <ul style="list-style-type: none"> • Through execution of the Service Provider Agreement attached as <u>Exhibit A</u>; written confirmation of this condition is required to be eligible to a submit proposal. 	5 points
Total Eligible Points	100

X. Additional Terms and Conditions

1. Nondiscrimination: Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. Permits, Licenses, and Insurance: The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
3. Signatures and Declarations: Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. City's Right to Waive: The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. City's Right to Modify the RFP: The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
6. City's Right to Suspend or Cancel the RFP: The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
7. City's Right to Reject Any Proposal: The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.

8. City's Right to Extend RFP Deadlines: The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
9. Cost of Proposals: All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
10. Liability for RFP Errors: Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
11. Proposals Property of City: Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
12. Oral and Written Explanations: The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
13. Public Record: All proposals are subject to the Public Records Act.

Exhibits

Exhibit A: City of Alameda Service Provider Agreement

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2022 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and COMPANY, a (California corporation, LLC, LP, GP, 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 issued an RFP on August 8, 2022 and after a submittal period of 30 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.

C. 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. 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 month-by-month basis, for up to one additional year. 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.

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 7th 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 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 Exhibit B.

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. PREVAILING WAGES AND RELATED REQUIREMENTS:

This Agreement has been prepared with the intention that the rehabilitation of the Midway Shelter shall be subject to the requirement of payment of prevailing wages or related obligations set forth in Labor Code Section 1720 et seq., and Section 2-67 of the Alameda Municipal Code.

Notwithstanding the foregoing, nothing in this Agreement constitutes a representation or warranty by the City regarding the applicability of the provision of Labor Code Section 1720 et seq., and/or Section 2-67 of the Alameda Municipal Code and the Provider shall comply with any applicable laws, rules and regulations related to construction wages and other construction matters, if and to the extent applicable to any portion of the rehabilitation of the Midway Shelter.

The Provider shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the Indemnified Parties against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity

(including the Provider and any sub-providers involved in rehabilitation activities) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and 1777.5 et seq., to meet the conditions of Section 1771.4 of the Labor Code, and the implementing regulations of the DIR in connection with the construction of the Project and to comply with any other requirements related to public contracting. The Developer's obligation to indemnify, defend and hold harmless under this Section 8.3(b) shall survive termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

8. 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.

9. 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.

10. 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.

11. 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) 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.

(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. Additional

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

(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 occurrence

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.

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 INSUREDS:**

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).

E. **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.

12. **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.

13. **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.

14. 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 or Community Development Director at least five (5) days in advance. The City Manager or Community Development Director 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.

15. 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.

16. 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.

d. In addition to the reporting provisions included herein, Provider shall comply with applicable law, guidance¹, and other requirements imposed from the funding source.

17. 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.

18. 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.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

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

19. 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.

20. 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.

21. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

22. 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. [See Certification of Compliance attached.]

23. 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.

24. 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.

25. 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.

26. 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:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. 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:

A. 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.

B. 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 (i), (ii) and (iii) above, the more stringent standard shall apply.

31. 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.

[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

NAME
Interim City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Lisa N. Maxwell
Community Development Director

APPROVED AS TO FORM:
City Attorney

Len Aslanian
Assistant City Attorney

Exhibit A
Scope of Work

Exhibit B
Additional Provisions

The following paragraph(s) are added to the Agreement:

27. CONFLICTING PROVISIONS

In the event of a conflict between the terms and conditions of this Agreement and any other applicable terms and conditions, including Exhibits furnished by Provider to be made part of this Agreement, the terms and conditions of this Agreement shall prevail, except that Exhibit B-1 (Grant Conditions) shall prevail over any provision that conflict with the Agreement.

28. RECORDS

Notwithstanding Paragraph 17 (RECORDS), GRANTEE shall be solely responsible to implement internal controls and record keeping procedures that comply with this AGREEMENT and all applicable laws. GRANTEE's administrative, programmatic and financial records pertaining to the Program, or the AGREEMENT collectively, must sufficiently support the determination that expenditures are allowable. GRANTEE shall retain all records pertinent to this AGREEMENT for a period of five (5) years from the date of final payment or disbursement to U.S. Treasury of unexpended Coronavirus State and Local Fiscal Recovery Funds (SLFRF) subawards. GRANTEE shall retain such records beyond five (5) years so long as any litigation, audit, dispute or claim is pending.

29. NO THIRD-PARTY RIGHTS

This Agreement does not constitute a binding commitment to any client or agency except CITY and GRANTEE. No third-party rights are created for clients or other individuals.

30. GRANT CONDITIONS

Notwithstanding Paragraph 29 of the Agreement, the GRANTEE's grant conditions, attached hereto as Exhibit B-1, are hereby expressly made part of the Agreement between the parties.

Exhibit B-1
ARPA Subrecipient Certification

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain subrecipients from the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”). The City of Alameda has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a GRANTEE.

As a condition of your organization receiving federal recovery funds from the City, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto as **Exhibit B-2 (ARPA Subrecipient Grant Agreement)**.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, attached hereto as **Exhibit B-3 (ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS)**, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is complies with the nondiscrimination requirements.

SUBRECIPIENT/GRANTEE:
[xxxx],

(AUTHORIZED REPRESENTATIVE)

Exhibit B-2

ARPA Subrecipient Grant Agreement

This Subrecipient Agreement (“Grant Agreement”) is dated the effective date of the Agreement, by and between the Subrecipient _____ (“GRANTEE”) and the City of Alameda, a California municipal corporation (“CITY”).

WHEREAS, the United States Department of the Treasury (“Treasury”) has allocated CITY federal stimulus funding from the Coronavirus State and Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the America Rescue Plan Act (“ARPA”), of which \$28,679,908 was allocated to CITY in two tranches on June 17, 2021, and June 17, 2022, subject to applicable laws, rules, regulations and guidance, including without limitation, the Coronavirus State and Local Fiscal Recovery Funds Final Rule (“Final Rule”), identified as Attachment A (dated January 6, 2022), and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (“Compliance & Reporting Guidelines”), identified as Attachment B, and Uniform Guidance (2 CFR Part 200). Attachments A and B attached hereto and incorporated herein by this reference.

WHEREAS, Treasury authorizes CITY to expend ARPA Funds for the following eligible purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure (collectively “Eligible Uses”).

Pursuant to ARPA, Eligible Uses under this non-R&D federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026.

WHEREAS, CITY desires to allocate portions of the ARPA Funds to certain nonprofits whose operations are critical to those individuals, families, and entities adversely impacted by the COVID-19 public health emergency, whether through a reduction in income/revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or other higher operating costs experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the

pandemic that created a financial hardship, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above.

WHEREAS, CITY and GRANTEE desire to enter into the Agreement so that CITY may provide a subaward of ARPA Funds for appropriate and qualifying expenditures of grant funds advanced to GRANTEE by CITY for Eligible Uses set forth in Exhibit A (Scope of Work), as allowed under Final Rule.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

- i. **Effective Date and Term.** The Grant Agreement shall be coterminous with the term of the Agreement.
- ii. **ARPA Funds.** CITY agrees to provide the GRANTEE a total sum not to exceed the value of the Agreement to be Eligible Uses set forth in the Exhibit A (Scope of Work), conditioned on the requirement that such funds will be used or disbursed by GRANTEE to eligible subcontractors no later than December 31, 2024.
- iii. **Use of ARPA Funds.** GRANTEE shall ensure that the ARPA Funds requests are necessary Eligible Uses under one of the following cost categories: a) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and d) To make necessary investments in water, sewer, or broadband infrastructure.
- iv. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- v. **Administrative Costs.** GRANTEE may use funds provided under this award to cover both direct and indirect costs.
- vi. **Ineligible Uses.** Ineligible or non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a “rainy day” fund; and d) legal settlements.
- vii. **SAM.gov Requirements.** If applicable, GRANTEE must obtain and maintain an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 CFR Part 25.

viii. **Reimbursement Requests and Reporting Requirements.** To facilitate the release of ARPA Funds by CITY to GRANTEE and CITY's compliance with reporting requirements for usage of ARPA funding, GRANTEE may submit one request per month to CITY consistent with compensation provisions of the Agreement (Paragraph 3, Compensation to Provider). CITY shall then disburse ARPA Funds, as requested by GRANTEE to fund services set forth in Exhibit A (Scope of Services) of the Agreement, ("Reimbursement Request Funds"). Such schedule may be modified with the prior written approval of CITY. Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement. Following receipt of the Reimbursement Request Funds from CITY and demonstrated compliance with the Agreement, as determined by CITY, GRANTEE will disburse the Reimbursement Request Funds to the approved recipients within 10 business days, and provide on a monthly basis a report to and in a form approved by CITY detailing the grant awards disbursed by GRANTEE.

ix. **Records, Reports and Audits.** As a subrecipient of ARPA Funds, GRANTEE may be subject to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements.

1. Establishment and Maintenance of Records. GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:

- a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this AGREEMENT, and
- b. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by CITY.

2. Preservation of Records. GRANTEE shall preserve and make available its records:

- a. for a period of five (5) years from the date of final payment to GRANTEE under this AGREEMENT; or
- b. for such longer period, if any, as may be required by applicable law; or
- c. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting final settlement.

GRANTEE make all reasonable efforts to meet CITY's requests for records or other demands to ensure the parties' completion of financial, performance and compliance reporting obligations consistent with applicable laws, regulations and guidance, including requests made by the U.S. Treasury and the Government Accountability Office ("GAO").

3. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary by CITY, GRANTEE agrees that CITY, and/or any of its authorized representatives, shall: ARPA Subrecipient

- a. for a period of five (5) years after final payment under this AGREEMENT; or,
- b. for such longer period as may be required by applicable law; or
- c. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting settlement;
- d. have access to and the right to examine its plants, offices and facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT.

GRANTEE also agrees that CITY, or any of its respective authorized representatives, shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this AGREEMENT, all as set forth in Section D, below. Notwithstanding anything in this AGREEMENT to the contrary for monitoring purposes, CITY shall not require access to any information of GRANTEE mutually determined by the parties hereto to be proprietary.

4. Audit of Records. If an audit is required, the following provisions apply:

- a. Funds from the subaward will be set aside in GRANTEE’s budget for the independent audit. A separate line item will be established.
- b. GRANTEE shall enter into an agreement with an independent public accountant certified to practice in the State of California no later than sixty (60) days before the end of this AGREEMENT to perform audit of GRANTEE’s fiscal year which ends concurrently with or immediately after the end of this AGREEMENT.
- c. The audit must be completed and sent to CITY’s Finance Department staff within the later of one hundred fifty (150) days of the end of this AGREEMENT or ninety (90) days after the end of GRANTEE’s fiscal year.
- d. If GRANTEE does not enter into the agreement with an independent public accountant certified to practice in the State of California, or if an audit is not completed in a timely manner, CITY, at its sole discretion, may enter into an agreement with an independent public accountant certified to practice in the State of California to perform the audit and utilize GRANTEE’s set-aside funds for the audit.
- e. The independent fiscal audit shall conform to generally accepted governmental auditing principals and, when applicable, Office of Management and Super Circular, “Attachment P, Audit Requirements.” Such audits shall identify the funds received and disbursed under this AGREEMENT and include the following components:

- ii. Statement of Financial Position;
 - iii. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement Activities;
 - iv. Statement of Functional Expenses;
 - v. Independent Auditor's Report on the Financial Statement and Schedule of Expenditures of Federal Awards;
 - vi. Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters;
 - vii. Auditor's Report on Compliance with Requirements Applicable to Major Programs and on Internal Control over Compliance;
 - viii. Schedule of Findings and Questioned Costs;
 - ix. Summary of Schedule of Prior Audit Findings;
 - x. Corrective Action Plan;
 - xi. Data Collection Form; and
 - xii. Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor (if one was issued).
- f. For grantees that expend \$750,000 or more of Federal financial assistance in a fiscal year, in addition to conducting normal financial audit procedures, the GRANTEE's independent public accountant certified to practice in the State of California shall perform tests to ascertain that:
- 1. Expenditures submitted for reimbursement are allowable under 2 CFR 200:
 - a. Expenditures comply with the Agreement between CITY and GRANTEE; and
 - b. Applicable laws and regulations. Further, the independent public accountant certified to practice in the State of California shall render an opinion as to whether the Expenditures complied with the Single Audit Act of 1984 and Appendix XI to 2 CFR Part 200—Compliance Supplement previously known as the Circular A-133 Compliance Supplement); and
 - c. Funds may be set aside in GRANTEE's budget in an amount equal to CITY's fair share of GRANTEE's cost of an independent audit, if required, with prior approval from the agency. The audit must include the following components:
 - a. Balance Sheet or Statement of Financial Position

- g. For GRANTEES that expend more than \$750,000 of financial assistance in a fiscal year, the audit shall identify in a Schedule of Governmental Financial Assistance the gross amounts of grants obtained by GRANTEE from all governmental sources, the periods covered by the grants, and the grant contract or identification number(s), if any, under which funds were received and disbursed by GRANTEE during the audited fiscal year. In addition, the Schedule of Governmental Financial Assistance shall show the amount received and disbursed under each grant during the audited fiscal year, including the amount received and disbursed under this AGREEMENT.
- h. GRANTEE's independent public accountant certified to practice in the State of California shall perform reviews of GRANTEE's internal control systems and GRANTEE's compliance with applicable laws, regulations and the requirements of this AGREEMENT.

The independent public accountant certified to practice in the State of California shall issue a report on the financial statements and the Schedule of Governmental Financial Assistance, a report on the study and evaluation of internal controls and a report on GRANTEE compliance. The three reports may be bound into a single report, or presented at the same time as separate documents.

- 5. Disallowed or Ineligible Costs. If it is determined during the course of the audit that GRANTEE was reimbursed for unallowable costs or for ineligible uses under this Agreement, GRANTEE agrees to promptly reimburse the CITY for such payments upon request.

x. **Fiscal Responsibilities of GRANTEE.** GRANTEE shall:

- A. Appoint and submit to CITY, the name of a fiscal agent who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
- B. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
- C. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
- D. Submit to the CITY, within thirty (30) calendar days of the end of the preceding month, requests for reimbursement, together with documentation required by CITY.
- E. Certify insurability subject to CITY approval as outlined in Paragraph 11 of the Agreement, entitled "INSURANCE."⁹
- F. Submit to CITY at such times and in such forms as CITY may require, such

statements, records, reports, data, and information pertaining to matters covered by the Agreement.

- G. Administer all programs in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged in a direct or indirect basis.
- H. Develop an indirect cost allocation plan for determining the appropriate GRANTEE's share of administrative costs if indirect costs are charged and submit such plan to the CITY for approval in a form specified by the CITY prior to submitting reimbursement requests.

xi. **Compliance with Laws.**

A. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations. Subrecipient

- x. Any other applicable law or regulation, including the Final Rule and Compliance & Reporting Guidelines, to the extent applicable, when disbursing ARPA Funds to recipients or when seeking Reimbursement from the CITY.
- B. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- C. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of the Agreement prior to the date of commencement. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.
- xii. **Remedial Actions.** In the event of GRANTEE's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

ARPA Subrecipient

xiii. **Hatch Act.** GRANTEE agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

xiv. **False Statements.** GRANTEE understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

xv. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal allocation number SLT-7032 allocated to the City of Alameda by the U.S. Department of the Treasury."

xvi. **Debts Owed the Federal Government.**

1. Any funds paid to the GRANTEE (1) in excess of the amount to which GRANTEE is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the GRANTEE shall constitute a debt to the federal government.
2. Any debts determined to be owed to the federal government must be paid promptly by GRANTEE. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the GRANTEE knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

xvii. **Disclaimer.**

1. The United States expressly disclaims any and all responsibility or liability to GRANTEE or third persons for the actions of GRANTEE or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
2. The acceptance of this award by GRANTEE does not in any way establish an agency relationship between the United States and GRANTEE.

xviii. **Protections for Whistleblowers.**

1. In accordance with 41 U.S.C. § 4712, GRANTEE may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably

believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of GRANTEE, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. GRANTEE shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- xix. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), GRANTEE should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- xx. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), GRANTEE should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and GRANTEE should establish workplace safety policies to decrease accidents caused by distracted drivers.
- xxi. **Improper Influence.** Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been

or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

- xxii. **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- xxiii. **Survival.** The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
- xxiv. **Governing Law; Venue.** The Agreement will be governed in all respects by the laws of the State of California, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Alameda County, California.
- xxv. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- xxvi. **Counterparts.** This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- xxvii. **Authorization.** Each party signing below warrants to the other, that they have the full power and authority to execute this Agreement on behalf of the party for whom they purport to sign.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the GRANTEE provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the GRANTEE's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the GRANTEE may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the GRANTEE's program(s) and activity(ies), so long as any portion of the GRANTEE's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. GRANTEE ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. GRANTEE acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). GRANTEE understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, GRANTEE shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. GRANTEE understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the GRANTEE's programs, services, and activities.
3. GRANTEE agrees to consider the need for language services for LEP persons when GRANTEE develops applicable budgets and conducts programs, services, and activities.

As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. GRANTEE acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon GRANTEE and GRANTEE's successors, transferees, and assignees for the period in which such assistance is provided.
5. GRANTEE acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the GRANTEE and the GRANTEE's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits GRANTEEs of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. GRANTEE understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the GRANTEE, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the GRANTEE for the period during which it retains ownership or possession of the property.
7. GRANTEE shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The GRANTEE shall comply with information requests, on-site compliance reviews and reporting requirements.
8. GRANTEE shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the

complaint, pending or completed, including outcome. GRANTEE also must inform the Department of the Treasury if GRANTEE has received no complaints under Title VI.

9. GRANTEE must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the GRANTEE and the administrative agency that made the finding. If the GRANTEE settles a case or matter alleging such discrimination, the GRANTEE must provide documentation of the settlement. If GRANTEE has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the GRANTEE makes sub-awards to other agencies or other entities, the GRANTEE is responsible for ensuring that sub-grantees also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- GRANTEEs.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

**Certification of Compliance
With the City of Alameda’s Vaccination Requirement**

The City of Alameda (“City”) requires all individuals who perform work for the City to be fully vaccinated² against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.
I declare under penalty of perjury that the foregoing is true and correct.

[PROVIDER}

Date: _____

By: [SIGNATOR]
[TITLE]

² For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson’s Janssen vaccine).