



CITY OF REDWOOD CITY, CALIFORNIA
CITY MANAGER'S OFFICE
HOUSING DIVISION

**Request for Proposals (RFP)
Community Development Block Grant Coronavirus (CDBG-CV)
Pandemic Readiness Medical Job Training Program**

ISSUED ON:
October 28, 2024

PROPOSALS DUE – Must be received by email by:
November 15, 2024, 5:00pm

CONTACT INFORMATION
Attention: Madiha Haque
mhaque@redwoodcity.org
(650) 780-7229

Table of Contents

Section I: Overview of Process

A. INTRODUCTION AND INFORMATION.....	2
D. ATTACHMENTS.....	8
E. TIMELINE	8
F. SCOPE OF SERVICES	9
G. PREFERRED ORGANIZATION QUALIFICATIONS AND EXPERIENCE	9
H. INSTRUCTIONS TO PROPOSERS	9
I. SELECTION PROCESS	12
J. TERMS AND CONDITIONS.....	12
K. QUESTIONS AND INQUIRIES.....	13

Section II: Attachments

- A. Scope of Services
- B. Sample Budget Template
- C. Template CDBG-CV Grant Agreement

SECTION I: OVERVIEW OF PROCESS

A. INTRODUCTION AND INFORMATION

ABOUT REDWOOD CITY – COMMUNITY PROFILE

Redwood City, with a population of 86,754, is the third-largest city within the county of San Mateo. The City is approximately 33 square miles, of which 19 square miles include the mainland (excluding islands). Over 70 percent of Redwood City is open space. The community includes a vibrant Downtown featuring various entertainment, retail and restaurant opportunities. New commercial and residential development has increased the number of residents and workers in the Downtown. Residents can take advantage of a wide range of community amenities that include parks, libraries, community centers, historic districts and commuter rail service to other cities from San Francisco to Gilroy. The City is known as a progressive and inclusive community, reflective of the City’s

diverse population.

BACKGROUND

Located midway between San Francisco and San Jose, Redwood City is notable for its diverse economic base of office, retail, restaurant, manufacturing and Port businesses, and its wide variety of residential neighborhoods split between owner-occupied and renter-occupied housing. Within the City Manager's Office, the Housing Division is responsible for administering the City's federal grant allocations from the U.S. Department of Housing and Urban Development. One of the grants that the City receives is Community Development Block Grant (CDBG), which is used to develop viable urban communities by providing decent housing, suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), was signed into law, and made \$5 billion in supplemental Community Development Block Grant Coronavirus (CDBG-CV) funding available for communities to prevent, prepare for and respond to the COVID-19 Pandemic. The City of Redwood City ("City") was awarded special one-time CDBG-CV. During the height of the pandemic, the vast majority of these funds were spent on providing rent relief to lower-income residents and financial assistance to low-income, in-home childcare providers.

Since the first CDBG-CV allocations were announced in March 2020, a wide range of larger pandemic response and recovery funding sources became available to the community. As the number of people vaccinated against COVID-19 expanded and businesses reopened to the public, the need for financial assistance directly related to COVID-19 impacts has significantly declined. The City is interested in allocating the remaining unspent CDBG-CV funds to support programs that help the City prevent, prepare and respond to COVID-19 and future possible pandemics.

The City is pleased to announce the availability of CDBG-CV program funds for eligible healthcare job training programs to expand the pool of healthcare workers that can prevent and respond to the coronavirus and other infectious diseases. Proposals for this grant will be accepted from organizations which will provide job training to low-income individuals (households with incomes at or below 80% of the Area Median Income {AMI} for San Mateo County) residing within incorporated Redwood City and meeting one or more of the City's Consolidated Plan priorities: Sustain or Expand Human Services & Support Economic Development Opportunities.

The City has approximately \$143,609 in CDBG-CV funds available.

B. DEFINITIONS

Definitions that apply to the Request for Proposals and attachments may include:

Term	Definition
Proposer; Contractor; Consultant; Vendor	Any person or company submitting a proposal in response to this Request for Proposals
City	City of Redwood City
City Council	City Council for the City of Redwood City
Proposal	A Proposer's document in response to City's Request for Proposals
RFP	This Request for Proposals for Pandemic Readiness Medical Job Training Program
CMO	City of Redwood City, City Manager's Office (CMO)
Successful Proposer	The Proposer that is selected by the City of Redwood City through this RFP process to supply the services specified in the Scope of Services herein
CDBG	Community Development Block Grant
CDBG-CV	Community Development Block Grant Coronavirus Aid, Relief and Economic Security (CARES) Act Program Funds
Consolidated Plan (ConPlan)	Strategic policy document that uses data and community input to determine top-housing priorities and goals for meeting the needs of the City's low-income community members over a five-year period
LMI	Low-to-moderate income person or household earning at or below 80% of area median income
AMI	Area median income

C. SOLICITATION

The City is soliciting proposals from qualified nonprofit organizations that provide medical job training to administer a Pandemic Readiness Medical Job Training Program beginning February 2025 through March 2026. Due to this being a one-time funding source with a June 2026 expenditure deadline, the City can only consider programs that are ready to be launched February 2025 and will be completed by March 2026.

This RFP is to invite all interested, qualified medical job training providers to submit proposals to administer a healthcare certification and training program for Redwood City residents with a preference for programs offered in Redwood City. The goal is to create a local workforce that can respond to future pandemics while providing economic mobility to lower income Redwood City residents by providing a career pathway in the medical field. The intent of the RFP is to provide a new service or expand an existing service to the community. The selected organization will administer a program with the services outlined in the Scope of Services.

Interested organizations should prepare and submit a proposal, as described in this document. After review, the City will establish a short list of organizations to be contacted for interviews. Contract award will be based on a combination of factors that represent the best overall value for completing the Scope of Services and demonstrated ability to adhere to CDBG's National Objectives and eligibility documentation and tie-back the job training program to pandemic response as determined by the City.

EQUAL OPPORTUNITY AND EQUAL ACCESS

The City does not discriminate on the basis of age (40 and above), physical or mental disability, marital status, race, color, national origin or ancestry, veteran status, religion, sex, pregnancy, childbirth or related medical conditions, gender (including gender identity and gender expression or perception), sexual orientation, medical condition, use of family medical leave, or genetic testing.

RESTRICTIONS

- Certain restrictions are tied to federal funds including limitations on expenditures in certain eligible categories, outlined in the CDBG Qualifying Criteria section.

CDBG QUALIFYING CRITERIA

In order to qualify for CDBG funding, all eligible activities must meet one or more of the CDBG national objectives listed below:

- 1. Benefit to low- and moderate-income residents.***
 - a. Area benefit activities.
 - b. Limited clientele activities.
 - c. Housing activities.
 - d. Job creation/retention activities.
- 2. Elimination of Slum and Blight.**
 - a. Area basis.
 - b. Activity needed to complete urban renewal project.
 - c. Spot basis.
- 3. Urgent Need**

Generally associated with disaster conditions (acts of God).

** A low- and moderate- (L/M) income person is defined as a member of a family having

an income equal to or less than the Section 8 Housing Assistance Payments Program low-income limits established by HUD applicable to the size of the person's family. A family is defined as all persons living in the same household who are related by blood, marriage, or adoption.

The Community Development Block Grant (CDBG) program defines low- and moderate-income (LMI) as individuals, households, or families with incomes at or below 80% of the area median income (AMI).

For the purposes of this RFP, the program must be restricted to benefit low- and moderate-income residents: limited clientele activities.

In order to meet the benefit to low and moderate-income residents, an activity will be considered to principally benefit low and moderate-income residents if activity has an income eligibility requirement that limits the benefits exclusively to low- and moderate-income persons.

A minimum of 70% of total CDBG-CV expenditures must benefit low and moderate-income households residing within the incorporated limits of the City of Redwood City during the City's certification period. **The City meets this minimum by requiring that activities which are undertaken by non-profit organizations meet the above thresholds to benefit lower income households (persons earning up to 80% of area median income (AMI)).**

ELIGIBLE INCOME LIMITS FOR BENEFICIARIES

2024 SAN MATEO COUNTY INCOME LIMITS* effective May 1, 2024

Household Size	30% Extremely Low	50% Very Low	80% Low
1	\$41,150	\$68,550	\$109,700
2	\$47,000	\$78,350	\$125,350
3	\$52,900	\$88,150	\$141,000
4	\$58,750	\$97,900	\$156,650
5	\$63,450	\$105,750	\$169,200
6	\$68,150	\$113,600	\$181,750
7	\$72,850	\$121,400	\$194,250
8	\$77,550	\$129,250	\$206,800

STANDARD DOCUMENTATION TO VERIFY INCOME ELIGIBILITY

CDBG-CV activities have income eligibility requirements limiting benefit exclusively to low- and moderate-income households (persons earning up to 80% AMI). Agencies must have an application and verification process to document eligibility based on household income for beneficiaries of CDBG-CV funded activities. If a program serves low-income households and does not follow proper verification of income as a condition of receiving service, the City reserves the right to not count these households toward meeting the quantitative performance goals under the terms of a CDBG-CV grant with the City. Upon consultation with City Staff, the City will generally accept self-certification to document income eligibility for certain programs. The City will monitor income and residency information to establish compliance with these requirements. Organizations must use one of the following forms of documentation to verify household income:

1. Most recently filed Federal Form 1040 (previous two years if applicant is self-employed).
2. Copies of Aid to Families with Dependent Children (AFDC) award letters.
3. Copies of Social Security (SS) and/or Social Security Income (SSI) award letters.
4. Three most recent payroll check stub; three stubs for any separate months of the previous six months; if applicant income for previous year's Form 1040 is above 80% of median but income on current pay stubs is significantly lower, then applicant would qualify this year.
5. Most recent W-2.

NOTE: The preferred documentation for employed clients is tax returns. For those clients on fixed incomes (SS, SSI, and AFDC) #2 and #3 are preferred, if tax returns are not filed with the IRS.

DATA COLLECTION REQUIRED FOR RACE/ETHNICITY

Under Office of Management and Budget (OMB) 1997 standards, "Hispanic" is not a race category, but an ethnic category that cuts across all races. Those who are White, Black, Asian, Pacific Islander, American Indian, or a multi-race may also be counted as being of Hispanic ethnicity.

When asking the individual/household to select a race category, the individual/household must also check whether they are of Hispanic ethnicity. One of the 10 race categories must always be selected. A check mark cannot be entered under the Hispanic Column without the corresponding Race Category being checked.

Please note the sample data collection table below:

RACE CATEGORIES		ETHNICITY	
	Race	Check Only One Race Category	Check if Also Hispanic
1	American Indian or Alaska Native		
2	Asian		

3	Black or African American		
4	Native Hawaiian or Other Pacific Islander		
5	White	X	X
6	American Indian or Alaska Native <i>and</i> White		
7	Asian <i>and</i> White		
8	Black or African American <i>and</i> White		
9	American Indian or Alaska Native <i>and</i> Black or African American		
10	Other/Multi-Racial	X	X

The selections above assume that a person who is white is also from Hispanic descent on line 5. On line 10, the assumption is that the person is Hispanic but does not indicate another race, therefore the race is assumed to be Other/Multi-Racial.

D. ATTACHMENTS

The attachments below are included with this RFP.

Attachment A – Scope of Services

Attachment B – Sample Budget Template

Attachment C – Sample CDBG-CV Agreement Template

E. TIMELINE

Action	Date
RFP Issuance Date	October 28, 2024
Deadline for Questions	November 4, 2024
City's Responses to Questions Released	November 8, 2024
Proposal Submittal Deadline	November 15, 2024- 5:00pm
Interviews at City Discretion	Week of November 18, 2024
City Determines Finalist for Contract Negotiations	December 3, 2024
Contract to be Finalized	Mid-December 2024
City Council for Contract Approval	1/13/2025 (tentative)
Work to Commence	February 1, 2025

F. SCOPE OF SERVICES

Administer and implement a medical job training program for low-to-moderate income Redwood City residents to achieve the following two objectives.

Objective 1: Provides comprehensive medical job training using theory and practical application to **prepare learners for future pandemics**.

Objective 2: Expand the pool of health care workers and technicians that are available to treat coronavirus and other infectious diseases within the community.

The detailed Scope of Services is provided in Attachment A – Scope of Services.

G. PREFERRED ORGANIZATION QUALIFICATIONS AND EXPERIENCE

The City seeks a nonprofit organization that exhibits the following:

- Competent and professional staff and project team.
- Curriculum that focuses on pandemic response.
- Experience adhering to and tracking students' income eligibility requirements from federal grant programs.
- Experience maintaining project files and tracking student demographic data (race/ethnicity) as required by federal grant programs.
- Partnerships with medical institutions in the Bay Area and demonstrated success for job placements.
- Proven record of completing tasks on time and on budget.

H. INSTRUCTIONS TO PROPOSERS

1) Examination of proposal documents

Before submitting a proposal, Proposers should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- All information contained in the proposal is true and correct;

- Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of the proposal; and
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, Proposer grants the City permission to make these inquiries, and Proposer will provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

2) Proposal Deadline and Location

Proposals are due on or before **Friday, November 15, 2024 at 5:00 p.m.**

Proposer shall send one (1) electronic, PDF copy of its proposal to housingrwc@redwoodcity.org with the subject **"PANDEMIC READINESS MEDICAL JOB TRAINING PROPOSAL"**.

3) Proposal Format

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services in achieving the City's goals. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing materials, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below. Submittals not organized according to the following format may be rejected.

1. Cover Letter – **PAGE LIMIT: 1**
2. Table of Contents
3. Nonprofit Organization Background – **PAGE LIMIT: 2**
 - a. Mission Statement
 - b. General information about the organization, date of organization's establishment, and qualifications as outlined in Section G above
 - c. History and experience performing similar projects for government entities
 - d. List of organization's project team members who will provide the requested services, including a summary of their experience and resumes

4. Program Proposal & Scope of Work – **PAGE LIMIT: 4** – Proposal should address all aspects of the Scope of Services in Attachment A as well as the following:
 - a. Project Description of Proposed Pandemic Readiness Medical Job Training Program including how required data for CDBG-CV will be collected and tracked
 - b. Service Location
 - c. Length of Program
 - d. Information about which certifications students will receive upon completion
 - e. Identify any suggested modification to the Scope of Services
 - f. Identify tasks that the organization will perform versus tasks City staff will perform or coordinate
5. Proposed Program Budget that should include all aspects of Attachment B as well as following:
 - a. Any administrative, travel, or overhead expenses and tuition/supplies cost per student.
 - b. Total program costs including the CDBG-CV amount being requested.
6. Nonprofit organization must be able to provide a resolution authorizing application and designation of signatory, by the Board of Directors prior to contract execution date
7. Proof of 501(c)3 / tax-exempt status (if applicable)
8. By-laws
9. Articles of Incorporation
10. Board Roster, including:
 - a. Name, Company, Years on Board
 - b. Meeting dates for previous 12 months
 - c. Number of years allowed for each board term
11. Certified financial audit no more than one (1) fiscal year old, prepared by a CPA **and:**
12. Federal Single Audit no more than one (1) fiscal year old for entities that receive more than \$750,000 in federal funding **OR** a letter from your Executive Director/Chief Executive Officer or Chief Financial Officer certifying that agency does not receive more than \$750,000 in federal funds and is not subject to the Single Audit.
13. Organization's Current Operating Budget for Fiscal Year 2024-2025
14. Mission Statement
15. Non-discrimination policy for Staff and Clients
16. Reasonable Accommodations Policy for Staff and Clients
17. Conflict of Interest Policy
18. Negotiated Indirect Cost Rate Letter (If Applicable)

4) Withdrawal of Proposals

Proposers may withdraw their proposals by written request, addressed to the City contact specified in Part I below (Questions and Inquiries) at any time prior to the Proposal Submittal Deadline.

5) Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

I. SELECTION PROCESS

City staff will review the submitted proposals and will select the agency based on the proposals. The top organization(s) may be invited to participate in an interview with City staff the week of **November 18, 2024**.

If an organization is selected, City staff will notify the organization and commence processing the contract.

J. TERMS AND CONDITIONS

1. Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Request for Proposals;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove the use of particular sub-consultants;
- Cancel the RFP and reject any and all proposals in whole or in part when it is in the best interest of the City;
- Amend this RFP in writing at any time;
- Cancel or reissue all or any part of the RFP at its sole discretion;
- Waive informalities and irregularities in the proposals; and
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and the Proposer.

2. Public nature of materials

Responses to this RFP become the exclusive property of the City. Proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal that are defined

by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the California Public Records Act. Any proposal that contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” may be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked as “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

3. No collusion

By submitting a proposal, the firm certifies that its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly. The proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

4. Conflict of interest

No person will offer, give, or agree to give, any City employee or its representative any gratuity, discount, or offer of employment in connection with the award of a contract by the City. The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who may participate in any decision relating to this RFP and the resulting contract currently has, or will have in the future, a personal or pecuniary interest in the Proposer’s business.

K. QUESTIONS AND INQUIRIES

Questions regarding this RFP should be submitted via email to: Madiha Haque, mhaque@redwoodcity.org.

Questions must be received by **November 6, 2024, at 5:00 p.m.** Questions received after the date and time stated will not be accepted.

SECTION II: ATTACHMENTS

ATTACHMENT A – SCOPE OF SERVICES

The scope of services presented below is an example of what meets the City’s goals and objectives. Organizations selected to move forward in the selection process will need to plan for all of the items in this Scope of Services. Upon selection, the organization may propose additions and modifications to the scope as deemed necessary or advisable and incorporate their expertise in the final proposal.

Objective: To administer and implement a comprehensive medical job training program for low-income Redwood City residents to expand the pool of healthcare workers that can prevent and respond to the coronavirus and other infectious diseases.

The scope of services for this project should include, but is not limited to, the following components:

- 1) Project Description, which includes:
 - a) How the CDBG-CV funds will be used (program costs, positions, and operating expenses that will be funded with CDBG-CV funds)
 - b) Duration of Program
 - c) Location of Program
 - d) Which certifications students will receive upon program completion
 - e) Information about how organization plans to conduct outreach to recruit eligible students and place students into jobs upon program completion
- 2) Ability to demonstrate that the following goals can be met:
 - a) Pandemic Preparedness and Response:
 - i) Improve the health and wealth of communities by increasing the pool of qualified healthcare workers and technicians that are available to treat COVID-19 and other infectious diseases.
 - ii) Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
 - iii) Enable a more proactive, effective response to future pandemics or other significant public health-related disruptions.
 - b) CDBG-CV Compliance
 - i) Meeting a CBDG National Objective
 - ii) Reports and Data Collection
 - (1) Documenting participant eligibility (household size and income, and that participant lives within incorporated Redwood City)

- (2) Documentation of race and ethnicity (as reported by participant)
- (3) Detailed quarterly and yearly Reports, including records of outreach activities
- (4) Other reports and data as necessary and or determined by the City and Contractor
- iii) Fiscal Compliance
 - (1) Program costs are eligible, allocable, and reasonable
 - (2) Maintenance of source documentation (timesheets, invoices, proof of payment)
- iv) Duplication of Benefits
 - (1) Verifying that applicants are not receiving other medical job training assistance outside of the City's CDBG-CV Pandemic Readiness Medical Job Training Program for the duration of the program period as detailed in Exhibit D of the agreement template

ATTACHMENT B – BUDGET TEMPLATE

Budget Line Item Category	Agency Total Cost	Amount Requested from Redwood City (CDBG-CV)	% of Program Cost Requested	Other Funding Sources	Total Program Cost
Direct Costs					
Program Staff Labor					
Taxes & Benefits					
Other Direct Costs					
Student Tuition					
Indirect Costs**					
TOTAL					

** The Office of Management and Budget (OMB) defines indirect costs as costs that are incurred for common or joint purposes but cannot be easily linked to a specific project or cost objective. These costs are necessary for the organization to operate and perform its programs but are not directly associated with a particular program or project.

There are three methods for calculating indirect costs:

1. The 15 Percent De Minimis Rate - rate which allows organizations—primarily smaller organizations—to recover some of their indirect costs on federal awards without having to go through the rigorous and time-consuming process of negotiating an indirect cost rate
2. Negotiated Indirect Cost Rate Agreement – an agency’s unique indirect cost rate that has been negotiated with a cognizant federal agency
3. Cost Allocation Plan - the assignment of indirect costs to one or more programs according to a formula

ATTACHMENT C – SAMPLE CDBG-CV AGREEMENT TEMPLATE

AGREEMENT

[This template is modified for use in the Program Year 2024-25]

[Insert Name of Subrecipient]

([Type of service])

THIS AGREEMENT, made and entered into this _____ day of ____ 20____, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California (“City”) and _____ [Insert name of subrecipient], a [state and entity type] (“Subrecipient”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant Program (“CDBG”), authorized pursuant to Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended (the “Act”), provides the City with federal entitlement grant funds to finance a continuum of activities ranging from public services to economic development and the preservation and production of affordable housing; and

WHEREAS, Subrecipient provides certain services through projects, including the project described in Exhibit “A” (“Program Objectives, Scope of Services & Quantitative Goals”), attached hereto and made a part hereof; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act was enacted and included an allocation to the City of \$1,090,327 in CDBG Coronavirus (CDBG-CV) funding, which is intended to prevent the spread of the novel coronavirus (“COVID-19”) and to facilitate assistance to eligible communities and households economically impacted by COVID-19; and

WHEREAS, Subrecipient has requested financial assistance from CDBG-CV funds in order to conduct the Project described in Exhibit “A” for residents of the City during the period commencing [insert the date] and ending [insert the date] (the “Subaward Period of Performance”).

NOW, THEREFORE, the Parties hereby agree as follows:

1. **FINANCIAL ASSISTANCE.** City will allocate to Subrecipient the sum of [Insert amount in words and numbers] (the “Subaward”) for exclusive use by Subrecipient during the Subaward Period of Performance commencing [insert the date], and ending [insert the date], solely for the purposes described in Paragraph 3.
2. **FEDERAL AWARD IDENTIFICATION.** In accordance with Title 2 CFR (Code of Federal Regulations) Section 200.332 (Requirements for Pass-

Through Entities), the following notification is to designate the use of federal funds in this Subaward:

i. Subrecipient name	[insert name]
ii. Subrecipient's Unique Entity Identifier (Sub recipient UEI number)	[insert UEI number]
iii. Federal Award Identification Number (FAIN)	B-20-MW-06-0014
iv. Federal Award Date	September 11, 2020
v. Subaward Period of Performance	[insert start and end date]
vi. Total Amount of Federal Funds obligated to the Subrecipient by the pass-through entity	[Insert amount in words and numbers]
vii. Name of Federal awarding agency, pass-through entity, and contact information for awarding official	U.S. Department of Housing & Urban Development
viii. Assistance Listing Number and Title	14.218, CDBG Program for Entitlement Communities

3. USE OF FUNDS. Subrecipient will use the funds provided pursuant to Paragraph 1 solely for the program objectives described in Exhibit "A" and more particularly described in Exhibit "B" ("Project Budget") and comply with the CDBG-CV requirements described in Exhibit "C", attached hereto and by this reference incorporated herein.
4. CHANGES TO PROJECT. No changes in the project activities described in this Agreement which is funded by the Subaward will be made without the prior written consent of City.
5. PAYMENTS.

- A. Program Income. Subrecipient will report all program income (as defined at 24 CFR Section 570.500(a)) (“Program Income”) generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient will comply with the requirements set forth at 24 CFR Section 570.504. By way of further limitations, Subrecipient may use such income during the Program Year for activities permitted under this Agreement, and all the provisions of this Agreement will apply to such activities. All unexpended Program Income, in accordance with Section 14 of this Agreement, will be returned to City at the end of the Program Year or upon the earlier termination of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program Income and will be remitted promptly to City.
- B. Payment Procedures. Subrecipient will keep detailed and accurate records of all expenditures made and expenses incurred which are funded under this Agreement. Payments of funds allocated pursuant to Paragraph 1 will be made to Subrecipient on a reimbursement basis as follows: (i) Subrecipient will submit requests for payment electronically to the website specified by the City on a quarterly basis, by the 15th day of the months October, January, April, and July; (ii) all requests for payment will be accompanied by copies of original receipts or other proofs of expenditures, and will disclose monthly amounts of Program Income, if any, generated by user fees or any other means; (iii) any Program Income, if applicable, will be expended by Subrecipient prior to requesting reimbursements and subtracted from corresponding requests for payment; and (iv) the final payment request must be submitted and received by City no later than April 15, 2026.
6. STANDARD OF SERVICE. Subrecipient warrants to City that it will use and account for all funds provided hereunder strictly in accordance with standards governing the use of, and accountability for, funds held and disbursed in trust. The project will conform to the highest standards provided for projects of similar or like nature in the San Francisco Bay Area, as determined by City’s Housing Leadership Manager. Subrecipient will be responsible for, and hold City harmless from, any failure to adhere to such standards. Subrecipient will verify that all activities funded hereunder benefit only residents within City’s corporate limits.
7. QUARTERLY REPORTS. Subrecipient will submit quarterly progress reports to City describing the activities funded under this Agreement to document Subrecipient’s success in meeting the program objectives referenced in Exhibit A. The reports will be submitted electronically to the website specified by the City on a quarterly basis by the 15th day of the month. The final report will be submitted no later than April 15, 2026. If Subrecipient fails to submit such quarterly reports on a timely basis, City may withhold payment of funds hereunder until all such delinquent reports have been submitted. The reports will include the total number of direct beneficiaries of the project with

demographic information regarding income, household composition, race, ethnicity, age and other data as required by City or HUD.

8. FINANCIAL STATEMENT/ANALYSIS; INDEPENDENT AUDIT. All Subrecipient records with respect to any matters covered by this Agreement will be made available to City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient will provide City with any audits required by the Office of Management and Budget's ("OMB") "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 CFR Part 200. Annual audits will be submitted to City no later than December 31 of each year.
9. CITY AUDIT; MONITORING. City may audit the records and accounts of Subrecipient for the purpose of verifying expenditures by Subrecipient of funds provided by City pursuant to this Agreement or verifying statements or analyses made or provided by Subrecipient under this Agreement. Subrecipient will promptly respond to, and comply with, any audit exception made or taken by City or appropriate federal agencies relating to Subrecipient's performance or failure to perform under this Agreement. Subrecipient will, upon demand by City, pay City the full amount owing to City or to the United States Government as a result of any such audit exception.

City will monitor Subrecipient's project and expenditures made pursuant to this Agreement quarterly to verify Subrecipient's compliance with this Agreement and local and federal law requirements. Subrecipient will cooperate with City and provide all documents and information requested by City in a timely and accurate fashion.

10. DOCUMENTATION AND RECORD-KEEPING.

- A. Records to be Maintained. The Subrecipient will maintain all records required by the federal regulations specified in 24 CFR Section 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to: (i) Records providing a full description of each activity undertaken; (ii) Records demonstrating that each activity undertaken meets a National Objective of the CDBG Program; (iii) Records required to determine the eligibility of activities; (iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance; (v) Records documenting compliance with the fair housing and equal opportunity component of the CDBG Program; (vi) Financial records as required by 24 CFR

Section 570.502, and 2 CFR Part 200; or (vii) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

- B. Retention. The Subrecipient will retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with Funds under this Agreement will be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Subrecipient will retain records for a longer period of time if required by 24 CFR Section 570.502.
- C. Client Data. The Subrecipient will maintain client data demonstrating client eligibility for services provided. Such data will include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information will be made available to City's monitors or their designees for review upon request including during audits per Paragraph 9 of this Agreement.
- D. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the laws of the State of California, unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent or guardian.
11. ACCESS TO RECORDS. Subrecipient will furnish and cause each of its own subrecipients and/or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
12. NONCOMPLIANCE BY SUBRECIPIENT. If Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of this Agreement, City may impose additional conditions, as described in 2 CFR Section 200.208. If City determines that noncompliance cannot be remedied by imposing additional conditions, City may take one or more of the following actions, as described in 2 CFR Section 200.339, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by City;
- b) Deny both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate this Agreement and the Subaward;
- d) Recommend that HUD initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and HUD regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency);
- e) Withhold further awards for the project or program; or
- f) Take other remedies that may be legally available.

13. TERMINATION.

- A. In accordance with 2 CFR Section 200.340 and Section 200.341, City may suspend or terminate this Agreement if Subrecipient materially fails to comply with any term of this Agreement or the terms and conditions of the Subaward provided hereunder by providing written notice to Subrecipient, which will state that the termination decision may be considered in evaluating future applications received from Subrecipient.
- B. In accordance with 2 CFR Section 200.340 and Section 200.341, City may terminate this Agreement for cause by providing written notice to Subrecipient.
- C. In accordance with 2 CFR Section 200.340, City may terminate this Agreement for convenience with the consent of Subrecipient after both parties have agreed upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- D. In accordance with 2 CFR Section 200.340, Subrecipient may terminate this Agreement upon sending City written notification setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated; provided, however, if City determines in the case of partial termination that the reduced or modified portion of the Subaward provided hereunder will not accomplish the purposes for which the Subaward was made, City may terminate this Agreement and the Subaward in its entirety.
- E. Upon full or partial termination, Subrecipient shall remain responsible for compliance with the requirements in Paragraph 39.

14. REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Sections 200.311 and 313, 24 CFR Sections 570.502, 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

- A. Upon the expiration or earlier termination of this Agreement, Subrecipient will return to City any CDBG funds on hand at such time and any accounts receivable attributable to the use of CDBG funds.
- B. Upon the expiration or earlier termination of this Agreement, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) in excess of \$25,000 be either: (i) Used to meet one of the national objectives in 24 CFR Section 570.208 (formerly §570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or (ii) When not used in accordance with Subsection 14(B)(i) above, Subrecipient will pay City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period specified in Subsection 14(B)(i) has expired.

15. SUBRECIPIENT'S STATUS. In the performance of the obligations set forth in this Agreement, Subrecipient will have the status of an independent contractor and will not be deemed to be an employee, agent or officer of City.

16. SUBCONTRACTING. Subrecipient will not subcontract any portion of the project without prior written approval of City. If Subrecipient subcontracts any portion of the project, Subrecipient will be fully responsible to City for the acts and omissions of Subrecipient's subcontractor and of the persons either directly or indirectly employed by Subrecipient. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Subrecipient and City. Subrecipient will be responsible for payment of subcontractors. Subrecipient will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Subrecipient's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

17. HOLD HARMLESS. Subrecipient will defend, indemnify and hold harmless City, its Council, officers, boards, commissions, agents and employees (collectively, "Indemnitees") against and from any and all claims, suits or actions of every name, kind and description ("Claims"), which may be brought against Indemnitees, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships, and associations) or damage suffered or sustained by any such person or property damage (including loss of use thereof) arising from, or alleged

to have arisen from, any act or omission to act, negligent or otherwise, of Subrecipient, its officers, agents or employees under this Agreement. Subrecipient will bear all losses, costs, damages, expense and liability of every kind, nature and description, including attorney's fees, experts fees, court costs and disbursements, that arise out of, pertain to, or relate to such Claims, whether directly or indirectly.

- a. The duty of Subrecipient to defend, indemnify and hold harmless, as set forth herein, will include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein will be construed to require Subrecipient to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code. This Paragraph 17 will survive the termination of this Agreement.

18. INSURANCE. Subrecipient shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services and or Project by Subrecipient or Subrecipient's officers, agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII".

- a. Coverages and Limits. Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on Subrecipient's indemnification obligations under this Agreement.
 - i. Commercial General Liability Insurance. Subrecipient shall maintain occurrence based coverage with limits not less than \$1,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, it's Council, officers, boards, commissions, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.
 - ii. Business Automobile Liability Insurance. Subrecipient shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.
 - iii. Workers' Compensation and Employer's Liability Insurance. Subrecipient shall maintain coverage as required by the California Labor Code and Employer's Liability limits with limits not less than \$1,000,000 per each accident for bodily injury or disease. The Worker's Compensation policy shall contain an endorsement stating

that the insurer waives any right to subrogation against the City, its Council, officers, boards, commissions, agents, employees, and volunteers. The Workers' Compensation and Employer's Liability Insurance will not be required if Subrecipient has no employees and provides, to the City's satisfaction, a declaration stating this. [If this does not apply, delete this text and remove Exhibit C] Such declaration is attached hereto as Exhibit "C".

iv. [Add as needed in consultation with risk] Professional Liability Insurance. Subrecipient shall maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

b. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Subrecipient providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

c. Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Subrecipient shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall Subrecipient commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

d. Failure to Maintain Coverage. If Subrecipient fails to comply with these insurance requirements, then City will have the option to declare Subrecipient in breach.

e. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

19. GENERAL COMPLIANCE WITH LAWS. Subrecipient will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Subrecipient, or in any way affect the project by Subrecipient.

20. COMPLIANCE WITH CDBG REGULATIONS; UNIFORM ADMINISTRATIVE REQUIREMENTS. Subrecipient will comply with the requirements and standards of the Community Development Block Grant Regulations (24 CFR Part 570) and all federal regulations and policies issued pursuant to these Regulations. Subrecipient will also comply with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 CFR Part 200, as described by 24 CFR Section 570.502, and all other federal, state, and local laws, regulations and requirements, as applicable. Without limiting the generality of the

foregoing, Subrecipient will carry out each activity in compliance with all federal laws and regulations described in Subpart K of the Community Development Block Grant Regulations, except that: (i) Subrecipient does not assume City's environmental responsibilities described at 24 CFR Section 570.604; and (ii) Subrecipient does not assume City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

21. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT. Subrecipient will comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR Section 570.606(b); (b) the requirements of 24 CFR Section 570.606(c) and the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations at 24 CFR Part 42 and (c) the requirements in 24 CFR Section 570.606(d) governing optional relocation policies, or City relocation requirements, whichever results in the greater level of relocation assistance. Subrecipient will provide relocation assistance to displaced persons as defined by 24 CFR Section 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subrecipient will comply with applicable City's Relocation Assistance Ordinance (Redwood City Code Chapter 42), resolutions and policies concerning the displacement of persons from their residences.
22. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS. Subrecipient will comply with the following requirements insofar as they apply to the performance of this Agreement: National Environmental Policy Act (42 U.S.C. 4321, *et seq.*, as amended); Clean Air Act (42 U.S.C. 7401, *et seq.*, as amended), including Section 1318 relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114; Federal Water Pollution Control Act (33 U.S.C. 1251, *et seq.*, as amended) including Section 308 and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4001); HUD Lead-Based Paint Regulations at 24 CFR Section 570.608, and 24 CFR Part 35, Subpart B; and National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101, *et seq.*) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.
23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY. Subrecipient warrants and agrees it will not discriminate against any persons seeking services or employment under this Agreement because of their age (40 and above), physical or mental disability, marital status, race, color, national origin or ancestry, veteran status, religion, sex, pregnancy, childbirth or related medical conditions, gender (including gender identity and gender expression or perception), sexual orientation, medical condition, use of family medical leave, or genetic testing, in

the provision of services or extension of employment opportunities under the Agreement. Subrecipient further warrants and agrees that it will comply with all relevant local, state and federal non-discrimination ordinances, statutes, regulations, and executive orders pertaining to non-discrimination and equal opportunity, including but not limited to, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, as amended by Executive Order 12259, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, 12106, 13087, 13152, and 13672, 24 CFR Section 570.607, as revised by Executive Order 13279. Subrecipient will include a statement that it is an equal opportunity employer in all solicitations or advertisements for subcontractors or employees.

24. CONFLICT OF INTEREST. Subrecipient will abide by the provisions of 24 CFR Section 570.611, which include (but are not limited to) the following:

A. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

B. No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

C. No covered persons who exercise any function or responsibility with respect to this Agreement or Subrecipient's project during his or her tenure, or for one year thereafter, will have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof. For purposes of this paragraph, covered persons includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City or Subrecipient. Subrecipient will incorporate in all subcontracts hereunder a provision prohibiting such interest.

25. LOBBYING PROHIBITED. Funds provided under this Agreement will not be used by Subrecipient for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.

26. INHERENTLY RELIGIOUS ACTIVITY PROHIBITED. There will be no religious worship, instruction, or proselytizing as part of the project or services funded under this Agreement as prohibited by 24 CFR Section 570.200(j).

The following restrictions and limitations will apply to the services rendered by Subrecipient in connection with the terms of this Agreement:

- a) Subrecipient will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b) Subrecipient will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence related to the project.

27. COMPLIANCE WITH CALIFORNIA LABOR LAWS AND FEDERAL REQUIREMENTS. Subrecipient will comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 40 U.S.C. 3145, and the requirements of the U.S. Department of Labor at 29 CFR Part 3, as applicable.

Subrecipient agrees that, pursuant to 42 U.S.C. 5310, all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received from the CDBG funds will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148); provided that this section will apply to the construction or rehabilitation of residential property only if such property contains more than 8 units.

A paragraph will be incorporated in every agreement between Subrecipient and third parties in connection to the project stating that the third party must comply with California Labor Laws and applicable federal requirements. Subrecipient will maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation will be made available to the City for review upon request.

28. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. Subrecipient will comply with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, as that section may be amended from time to time, and all applicable rules and orders of the U.S. Department of Housing and Urban Development. Subrecipient will, to the greatest extent feasible, prioritize making available opportunities for training and employment under this contract to low- and very low-income residents of Redwood City.

Subrecipient will include language specifying required compliance with Section 3 of the Housing and Urban Development Act of 1968 in all subcontracts executed under this Agreement.

Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

29. LEAD-BASED PAINT. The use of lead-based paint is prohibited. In the event lead-based paint is found on residential property, appropriate abatement procedures may be required by City. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Section 570.608 and 24 CFR Part 35, Subpart B.

30. The Build America, Buy America Act: Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

31. NOTICES. The persons who are authorized to give written notices or to receive written notice on behalf of the City and on behalf of the Subrecipient under this Agreement are as follows:

For City:	CITY MANAGER	HOUSING MANAGER
	City of Redwood City	City of Redwood City
	1017 Middlefield Road	1017 Middlefield Road
	Redwood City, CA 94063	Redwood City, CA 94063
	(650) 780-7300	(650) 780-7299

For Subrecipient: [INSERT TITLE OF CONTACT PERSON AND ADDRESS AND PHONE NUMBER]

32. JURISDICTIONS AND VENUE. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

33. SUCCESSORS AND ASSIGNS. It is mutually understood and agreed that this Agreement will be binding upon City and Subrecipient and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Subrecipient without the prior consent of City, which will not be unreasonably withheld.

34. AUTHORITY. The individuals executing this Agreement and the instruments referenced in it on behalf of Subrecipient each represent and warrant that they have the legal power, right and actual authority to bind Subrecipient to the terms and conditions of this Agreement.

35. ENTIRE AGREEMENT. This Agreement, together with any other written document referred to or contemplated by it, embody the entire Agreement and understanding between the Parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived, or discharged except in a writing signed by both Parties.
36. PARAGRAPH HEADINGS. Paragraph headings and sub-paragraph headings as used herein are for convenience only and will not be deemed to alter or modify the provisions of the paragraphs or sub-paragraphs headed thereby.
37. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
38. WAIVER. City's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
39. CLOSE-OUTS. Subrecipient's obligation to City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including program income.
40. ELECTRONIC SIGNATURES. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California

By _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Yessika Castro, City Clerk

[Insert name of Subrecipient]

By: _____

Title: _____

EXHIBIT "A"
Program Objectives, Scope of Services & Quantitative Goals
[Sample]

Subrecipient Information	
Subrecipient Name:	[Insert Name]
Address:	[Insert Address]
City, State, ZIP:	
Project Name:	
Program Objectives	
Project will address Redwood City's Consolidated Plan 2023-2027 priorities and goals as follows:[Insert Objectives]	
Scope of Services	
Description of Services to be Provided:	
Project Activities:	
Primary Quantitative Goals:	

NOTE: Performance will be measured by program objectives and quantitative goals. The grant period begins [insert date] and concludes [insert date].

EXHIBIT "B"
Program Budget
[Sample]

Project Budget			
Agency Name:			
Address:			
City, State, ZIP:			
Project Name:			
Budget Line Item	Redwood City	Other Funding	Program Total
Labor			
Operations/Maintenance/Administrative			
Indirect cost (if applicable)			
TOTAL			

NOTE: *The grant period begins [insert date] and concludes [insert date].*

EXHIBIT "C"
Declaration
[Sample]

[please review and confirm statement, and remove this highlight before submitting to the City]

**DECLARATION REGARDING WORKERS' COMPENSATION INSURANCE AND
EMPLOYER'S LIABILITY INSURANCE**

Subrecipient certifies that it has only one employee, that such employee is a director of the firm and that such employee has elected not to be covered by workers' compensation insurance in accordance with an exception to the requirement of workers' compensation insurance coverage as provided for under Section 3351 (c) of the California Labor Code. Consultant agrees to purchase workers' compensation insurance if it retains any additional employees during the term of this Agreement. Being that the Subrecipient does not have any employees that are not owners of the firm, Subrecipient does not carry Employer's Liability Insurance.

Subrecipient: _____

Printed Name: _____

Title: _____

EXHIBIT “D” CDBG-CV Requirements

Subrecipient shall review applications for completeness and for eligibility based on the basic eligibility criteria and funding-specific criteria provided by the City. To the extent possible, Subrecipient shall also verify that applicants are not receiving financial assistance from multiple sources for the Pandemic Readiness Medical Job Training Program funded by the CDBG-CV funds under this Agreement for the duration of the Subaward Performance Period and the total assistance received is not more than the total need for assistance. In other words, Subrecipient staff shall make every effort to ensure that there is no duplication of benefits (DOB).

To analyze and prevent DOB, the Subrecipient’s Pandemic Readiness Medical Job Training Program application process should incorporate the following steps:

1. **Assess Financial Need:** Determine the amount of financial assistance needed by the applicant by reviewing financial documents.
2. **Determine Assistance Already Provided:** Determine the amount of assistance that has or will be provided from all sources to the applicant.
3. **Calculate Unmet Need:** Compare the amount of assistance already provided to the need assessed in order to determine the maximum amount of CDBG-CV funds that are allowed to be provided to the applicant.
4. **Document Analysis:** Document the calculation and maintain adequate documentation justifying the determination of the amount of CDBG-CV funds to be provided to the applicant.
5. **Signature:** Subrecipient staff will sign the application to certify the information is correct.

Subrecipient will evaluate current programs available at the local, county, state, and federal level as well as current and anticipated non-governmental assistance from nonprofits, faith-based groups or insurance proceeds to investigate any assistance already provided. Private loans are not considered a form of assistance and should not be considered when calculating DOB.

Subrecipient staff shall keep a database of applicants that includes payments made by other funding source to ensure that there is not a DOB.

City will monitor Subrecipient’s expenditures made pursuant to this Agreement quarterly. Subrecipient will cooperate with City and provide all documents and information requested by City in a timely and accurate manner. Subrecipient agrees to repay to City any funds received from other sources that are determined to be duplicative of CDBG-CV funds received from the City.