

CITY OF SACRAMENTO
Regulatory and Internal
Control Framework for the
City's Use of American
Rescue Plan Funds

Effective August 2021

Updated January 2024

City of
SACRAMENTO

Office of the City Attorney

City of
SACRAMENTO

Office of the City Auditor

Table of Contents

Table of Contents.....	1
1.0 Purpose of This Document.....	6
2.0 Mayor and City Council Priorities	6
3.0 Background	6
3.1 Coronavirus Disease 2019 (COVID-19) Declared a National Emergency.....	6
3.2 Termination of State Executive Orders.....	7
3.3 ARPA Laws and Regulations.....	7
3.3.1 American Rescue Plan Act of 2021 (ARPA).....	7
3.3.1.1 ARP Funds.....	7
3.3.1.2 Additional Funding Opportunities Through ARPA.....	9
3.4 Single Audit Act Amendments of 1996 (Single Audit Act).....	9
3.4.1 What This Means for the City of Sacramento.....	9
4.0 ARPA Key Internal Controls.....	9
4.1 Types of Internal Controls.....	9
4.1.1 City Charter.....	9
4.1.2 City Code	10
4.1.3 City Policies and Procedures.....	10
4.1.3.1 Conflict of Interest Code adopted pursuant to the Political Reform Act.....	10
4.1.3.2 Information System Controls.....	10
4.1.3.3 Segregation of Duties	11
4.1.3.4 Management Review.....	11
5.0 Key Citywide Personnel and Activities in the City’s Use of ARP Funds.....	11
5.1 Mayor and City Council	11
5.2 The City Manager’s Office.....	11
5.3 Human Resources	11
Table 1: Human Resources Key Policies and Procedures	12
5.4 Fiscal and Procurement.....	12
Table 2: Fiscal and Procurement Key Policies and Procedures	13
5.5 Documentation	14
5.6 Advice and Counsel.....	14
5.7 Independent Review	14
Appendix A: Priorities and Programs Established by Council	16
Motion No. 2021-0257 Mayor’s Proposed American Rescue Plan Act Framework and Funding Priorities	

.....	25
Resolution No. 2021-0313 American Rescue Plan Act (ARPA) Funding Acceptance and Budget Authority	26
Resolution No. 2021-0339 Administrative Matter: Rescind Resolution 2021-0299 and Adopt a Resolution Regarding Real Property Acquisition for the Potential Purposes of Siting Homeless Services	30
Resolution No. 2021-0353 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Additional Resources for Business Compliance and Outreach and Animal Care Community Response.....	35
Resolution No. 2021-0354 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Staffing Request to Address New Legislative Requirements Governing Release of Public Records	37
Resolution No. 2021-0361 National Endowment for the Arts American Rescue Plan Act Grant.....	39
Motion No. 2022-0015 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with Downtown Sacramento Partnership, Inc. for Small Business Priorities	41
Motion No. 2022-0016 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with Downtown Sacramento Partnership, Inc. for Old Sacramento Waterfront Improvements.....	42
Resolution No. 2022-0018 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Sierra Health Foundation: Center for Health Program Management: Youth PopUp Program ARPA Grant Agreement	43
Motion No. 2022-0024 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Services Agreement with Runyon Saltzman, Inc. for COVID-19 Vaccination Marketing and Public Awareness Campaign.....	81
Motion No. 2022-0050 City Council COVID-19 Response: ARPA Framework and Funding Priorities: City Manager Authority to Execute American Rescue Plan Act Grant Agreements for Small Business Priorities.....	82
Motion No. 2022-0055 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Arts and Creative Economy Funding Allocation and Framework.....	83
Resolution No. 2022-0064 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Arts and Creative Economy Funding Allocation and Framework	84
Motion No. 2022-0065 ARPA Framework and Funding Priorities: Supplemental Agreement: City Agreement No. PRC001357 with First Step Communities for Continued Emergency Shelter Response Operations	86
Resolution No. 2022-0065 Labor Agreements: Stationary Engineers Local 39, (Miscellaneous, Plant Operators, General Supervisory) Successor Labor Agreements/Memorandums of Understanding; Sacramento City Exempt Employees Association Successor Labor Agreement/Memorandum of Understanding; Stationary Engineers, Local 39 Letter of Understanding; and the Citywide Salary Schedule	87
Motion No. 2022-0090 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with the Sacramento Asian-Pacific Chamber of	

Commerce for the Sacramento Inclusive Economic Development Collaborative Small Business and Commercial Corridor Assistance Program	90
Resolution No. 2022-0081 City Council COVID-19 Response: ARPA Framework and Funding Priorities: City of Festivals Citywide Special Event Support Program Guidelines.....	91
Motion No. 2022-0108 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Services Agreement with the Sacramento Asian Pacific Chamber of Commerce on Behalf of the Sacramento Inclusive Economic Development Collaborative for Small Business Utilization Program	97
Resolution No. 2022-0102 City Council COVID-19 Response: American Rescue Plan Act (ARPA) Framework and Funding Priorities: Professional Services Agreement with Crowe LLP for American Rescue Plan Act Grant Liaison Consulting Services	98
Resolution No. 2022-0169 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Workforce Development Framework and Spending Plan	100
Resolution No. 2022-0204 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Workforce Framework and Spending Plan	120
Resolution No. 2022-0220 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Establish Food Security Initiatives Project	149
Motion No. 2022-0230 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Grant Agreement with Sacramento Convention and Visitors Bureau (Visit Sacramento) to Support Tourism Recovery through Iconic Event Production.....	151
Motion No. 2022-0238 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with Sacramento Food Bank & Family Services for a Food Assistance Program	151
Motion No. 2022-0239 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act (ARPA) Grant Agreement with Center for Workers' Rights for Continued Operation of the Coronavirus Job Protection Helpline.....	152
Resolution No. 2022-0238 City Council COVID-19 Response: ARPA Framework and Funding Priorities: ARPA Northgate Boulevard Economic Recovery Plan Framework.....	153
Resolution No. 2022-0244 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Workforce Framework and Spending Plan	159
Resolution No. 2022-0256 City Council COVID-19 Response: ARPA Framework and Funding Priorities: ARPA North Sacramento Economic Recovery Plan Framework	186
Motion No. 2022-0257 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with California Black Chamber of Commerce Foundation for the Marginalized Community and Small Business Coalition Program	190
Resolution No. 2022-0268 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Childcare Framework, ARPA Reinvestment Fund Grant Agreement with Child Action, Inc. for a Childcare Provider Stipend Program.....	191
Resolution No. 2022-0296 Non-Congregate Shelter Response: Motel Voucher Contract Extensions...	216
Resolution No. 2022-0304 County of Sacramento Office of Economic Development American Rescue Plan Act Grant	219

Resolution No. 2022-0326 ARPA Framework and Funding Priorities: Digital Equity Response Program	221
Resolution No. 2022-0328 Resolution Approving Allocations of Funds to Affordable Housing Projects and Programs	223
Resolution No. 2022-0346 City Council Covid-19 Response: American Rescue Plan Act of 2021 Framework and Funding Priorities: Budgetary Adjustments for the Northgate Boulevard Fence Repair Project (T15046100)	230
Motion No. 2022-0363 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with Sacramento Hispanic Chamber of Commerce Foundation for the Northgate Boulevard Business Recovery Program	232
Motion No. 2022-0370 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Northgate Boulevard Economic Recovery Plan Grant Agreements for Nonprofit Support	232
Resolution No. 2023-0012 Establish Fee Schedule for Al Fresco Dining Program and Al Fresco Dining Grant Program	233
Resolution No. 2023-0016 Non-Congregate Shelter Response: Approving of New City Motel Program Contracts and Additional FEMA Reimbursement Budget Authority	240
Motion No. 2023-0069 Amendment to American Rescue Plan Act (ARPA) Grant Agreement with United Way California Capital Region (UWCCR) for expansion of the Direct Investment Program in Sacramento (DIPS) Guaranteed Income (GI) Program.....	243
Resolution No. 2023-0078 Budgetary Adjustments: Office of Arts & Culture Multi-Year Operating Projects MYOP budgets.....	244
Resolution No. 2023-0079 Department of Community Response Citywide Cleanup Services Agreement	246
Resolution No. 2023-0094 ARPA Framework and Funding Priorities: Amended ARPA Childcare Framework & Spending Plan and First Amendment to ARPA Reinvestment Fund Grant Agreement with Child Action, Inc.	248
Resolution No. 2023-0103 Professional Services Agreement: Southern California Center for Nonprofit Management, Youth-Serving Organizational Resiliency Fund Grant Program.....	257
Resolution No. 2023-0104 City Council COVID-19 Response: American Rescue Plan Act (ARPA) Framework and Funding Priorities: City Manager Authority to Amend ARPA and ARPA Reinvestment Fund Grant Agreements and Funding Allocations.....	260
Motion No. 2023-0164 City Council COVID-19 Response: American Rescue Plan Act (ARPA) Framework and Funding Priorities: Supplemental Agreement No. 2 with Crowe LLP for American Rescue Plan Act Grant Liaison Consulting Services	262
Resolution No. 2023-0292 ARPA Framework and Funding Priorities: Approve Amended ARPA North Sacramento Economic Recovery Plan Framework	263
Motion No. 2023-0282 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Service Agreement with Los Rios Community College District for Early Childhood Education (ECE) Apprenticeship.....	268
Resolution No. 2023-0336 ARPA Framework and Funding Priorities: Approve Revised Approach to ARPA Arts and the Creative Economy Program Framework for Funding Creative Businesses	269

Resolution No. 2023-0367 Approval of the Sacramento Iceland Skating Rink Forgivable Loan and Facade Loan Agreements and Amended ARPA North Sacramento Economic Recovery Framework273

1.0 Purpose of This Document

The American Rescue Plan Act of 2021 (ARPA) was signed into law on March 11, 2021, to assist states, tribal governments, and local units of government with the safe reopening of their communities and begin the recovery process from the adverse health and economic impacts caused by Coronavirus Disease 2019 (COVID-19). The purpose of this document is to describe the general regulatory and internal control framework the City of Sacramento will operate under for the City's use and distribution of funds that the City receives under ARPA and ARPA-funded activities or programs. This document is an essential resource for the City as it identifies key ARPA regulatory and internal control information that can aid in maximizing the City's eligibility for additional State and Federal funding or other resources. For purposes of this document, funds that the City receives under ARPA will be referred to as ARP funds, but the U.S. Treasury Department or other agencies may refer to the funds as Coronavirus State and Local Fiscal Recovery Funds (CSFRF/CLFRF) or as Fiscal Recovery Funds.

2.0 Mayor and City Council Priorities

The Mayor and City Council are the governing body for the City of Sacramento. It is the priority of the Mayor and City Council to respond to the COVID-19 public health emergency and its economic impacts. The Mayor and Council will establish priorities and programs and approve expenditures using ARP funds and will do so in a manner that is efficient and effective, inspires innovation, and increases the public's trust.

Priorities and programs will be established by resolution or other formal actions of the Council. Such resolutions; other Council documents relating to the City's implementation, distribution, and investment of ARP funds; and guidance provided from federal or state entities providing funding for such programs and priorities, will be incorporated into this framework in Appendix A.

3.0 Background

3.1 Coronavirus Disease 2019 (COVID-19) Declared a National Emergency

On January 31, 2020, the Federal Health and Human Services Secretary declared a public health emergency to aid the nation's healthcare community in responding to the outbreak of COVID-19 in the United States.

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency as a result of the threat of COVID-19 in the State of California.

On March 5, 2020, Sacramento County proclaimed a public health emergency and a local emergency in order to ensure appropriate resources and funding are available to the County in its response to COVID-19.

On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic.

On March 13, 2020, the Sacramento City Council declared a local emergency in the City of Sacramento, California.

On March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency, beginning March 1, 2020.

On March 19, 2020, the Health Officer of the County of Sacramento issued an order directing all persons living in the county to stay at home, except to obtain or provide certain essential services.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20, ordering all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations in critical infrastructure sectors.

On April 7, 2020, the Health Officer of the County of Sacramento issued a second order superseding the March 19, 2020 order. The April 7, 2020 order extended the stay at home period and imposed additional constraints to slow transmission of COVID-19.

In addition to Executive Order N-33-20, the State subsequently issued other executive orders which had widespread effects, causing businesses to close for extended periods of time, requiring schools to provide instruction through distance learning, and causing other industries to reinvent how to do business in a virtual, online environment.

3.2 Termination of State Executive Orders

On June 11, 2021, Governor Newsom issued Executive Order N-07-21, which terminated the Stay-at-Home Order set forth in Executive Order N-33-20. Effective June 15, 2021, the State retired the county tier system for social distancing, health and safety restrictions, and capacity limitations.

On June 11, 2021, Governor Newsom also issued Executive Order N-08-21, which terminated or substantially curtailed many directives from other executive orders effective June 30, 2021.

On June 15, 2021, the State moved forward with the re-opening of the State's businesses and economy. Governor Newsom stated the State would wind down many of the executive actions put in place since the beginning of the COVID-19 pandemic which were designed to coordinate resources and facilitate an emergency response to the pandemic. The goal being to lift, by the end of September 2021, nearly 90 percent of the executive actions taken since the outset of the COVID-19 pandemic. These actions are designed to support the full and safe reopening of the State.

3.3 ARPA Laws and Regulations

A regulatory framework is the structure of regulations designed to facilitate policy development, regulatory program development and implementation, and regulatory effectiveness and program evaluation.

3.3.1 American Rescue Plan Act of 2021 (ARPA)

On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law. ARPA builds upon previously enacted aid measures such as the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

3.3.1.1 ARP Funds

As part of the American Rescue Plan Act of 2021, \$350 billion was made available to states, tribal governments, and units of local government. Of this \$350 billion, \$45.5 billion will be allocated to cities with a population in excess of 50,000. The City of Sacramento became eligible for approximately \$112.2 million from the American Rescue Plan Act. On May 11, 2021, the City of Sacramento signed the Acceptance of Award for ARP funds. Local units of government will receive the funds in two tranches, one upon signing the acceptance of ARP funds, the second no sooner than one year after the first distribution. The City received its first distribution of approximately \$56.1 million on May 19, 2021.

Use of Funds

According to the Interim Final Rule, payments under ARPA may only be used: "(a) To respond to the public health emergency [with respect to the Coronavirus Disease 2019 (COVID-19)] 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.” Examples of eligible expenditures include, but are not limited to:

- Vaccine programs, personal protective equipment, medical expenses
- Enhancing public health data systems
- Capital investments in public facilities to meet pandemic operational needs
- Mental health or substance abuse treatment
- Crisis intervention/hotlines
- Services to promote access to social services
- Public safety employees’ payroll and benefits who were primarily dedicated to work on COVID-19 response and mitigation efforts
- Implementation of COVID-19 mitigation and prevention measures to enable a safe resumption of tourism, travel, and hospitality services (i.e., improvements to ventilation, physical barriers, signage for social distancing, PPE, consultations with infection prevention professionals to develop a safe reopening plan, etc.)
- Rebuilding public sector capacity and staffing levels to pre-pandemic levels
- Loans, grants, in-kind assistance for operation, continuity, mitigation/prevention, and counseling programs to recover from the economic downturn
- Investing in the hardest hit communities such as addressing disparities in housing and education
- Premium pay for essential workers, which are those in food production facilities, grocery stores, restaurants, janitors/ sanitation workers, truck drivers, and warehouse workers
- Replacement of lost revenue of a local unit of government
- Investments in water, sewer, and broadband infrastructure

More detailed information and additional examples are contained within the U.S. Treasury Department’s Interim Final Rule and the U.S. Treasury’s Frequently Asked Questions (FAQs) which can be found at:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

Covered Expenditure Period

Units of local governments will have up until December 31, 2024 to obligate the ARP funds. Obligated funds must be spent no later than December 31, 2026. The use of ARP funds is forward-looking and may only be applied retroactively to expenditures prior to March 3, 2021, in limited instances, such as for premium pay for essential workers.

Oversight Authority

To ensure States and units of local government appropriately use the money dispersed pursuant to ARPA, similar to CARES Act funding, federal agencies such as the Inspector General of the Department of the Treasury, will have oversight authority. If the Inspector General of the Department of the Treasury, or other federal agencies with oversight authority of ARP funds, determine that a State or unit of local government failed to comply with the use of funds' requirements, the amount equal to the amount of funds used in violation shall be booked as a debt of such entity owed to the Federal Government.

3.3.1.2 Additional Funding Opportunities Through ARPA

In addition, ARPA provides funding to the State. While some of this funding will be used to support the State's response to COVID- 19 and other State programs and activities for the reopening of communities and the economy, some funding might pass through State agencies and be offered as grants and other funding that could be utilized by the City.

Each pass-through agency will establish its own regulations for use of funds and the City will comply with any and all regulations and requirements for the use of funding awarded to the City.

3.4 Single Audit Act Amendments of 1996 (Single Audit Act)

The Single Audit Act Amendments of 1996 (Single Audit Act) were enacted to streamline and improve the effectiveness of audits of federal awards expended by states, local governments, and not-for-profit entities, as well as to reduce audit burdens. Amendments include uniform administrative requirements, cost principles, and audit requirements for federal awards found in Chapter 2 of the Federal Acquisition Regulations, Part 200. Single Audits are required when a non-federal entity expends \$750,000 or more in federal funds in one year. Single Audits are performed by independent auditors and encompass both financial and compliance components.

3.4.1 What This Means for the City of Sacramento

As was the case with CARES Act funds, the City of Sacramento will be subject to future audits of State or Federal funds received by the City; these audits would likely be conducted by an Inspector General's Office or the Government Accountability Office. The key to successfully withstanding any future audit will be the City's ability to provide sufficient and appropriate documentation regarding the use of ARP funds. Adhering to the City's ARPA key internal controls described in the next section will help the City to demonstrate that all State and Federal funds were used appropriately and in accordance with all regulatory requirements.

4.0 ARPA Key Internal Controls

Internal controls are processes adopted by an entity's oversight body, management, and other personnel that provide reasonable assurance that the objectives of an entity will be achieved. Well-developed ARPA internal controls will help the City maximize State and Federal funding resources and prevent any fraud, waste, or abuse.

4.1 Types of Internal Controls

There are many different types of internal controls that can be used to provide reasonable assurance that the objectives of an entity will be achieved. Below is a description of the City's existing regulatory framework and key internal controls utilized by the City of Sacramento.

4.1.1 City Charter

The City of Sacramento City Charter establishes Sacramento as a charter city and outlines the powers and authority of the City Council, Mayor, City Manager, and other appointed officers such as the City

Clerk, City Attorney, City Treasurer, and the City Auditor. Examples of key internal controls established in the City Charter can be found in the following sections: (1) Article VII regarding Civil Service; (2) Article IX regarding Fiscal Administration; and (3) Article XIV regarding Public Contracts and Supplies.

4.1.2 City Code

The City of Sacramento City Code establishes local regulations and procedures for items such as revenue and finance, ethics and open government, business licenses and regulations, health and safety, vehicle and traffic, and public services. Examples of key internal controls established in the City Code can be found in the following sections: (1) Chapter 2.16, prohibiting conflicts of interest and providing that any employee violating the prohibitions against conflicts of interest can be disciplined in accordance with the Civil Service Rules; (2) Chapter 2.116, establishing the powers of the Director and Assistant Director of emergency services to act in an emergency; (3) Chapter 3.04, which establishes the City Manager's authority to approve expenditures; (4) Chapters 3.56, 3.60, and 3.64, which establish rules for the purchase of supplies and services and the construction of public projects; (5) and Chapter 4.02, setting forth the "Sacramento Code of Ethics."

4.1.3 City Policies and Procedures

The City of Sacramento has developed numerous policies and procedures to guide staff in performing work. Citywide policies ensure consistent practices, while departmental, division, and lower-level procedures supplement Citywide policies and guide staff in more granular operations. Examples of key internal controls established in City Policies and Procedures can be found in the following policies: (1) AP 4001, concerning the procurement of supplies; (2) AP 4002, concerning the contracting process for constructing public projects; (3) AP 4101, concerning the procurement of non-professional services; (4) AP 4102, concerning the procurement of professional services; (5) AP 2002, concerning P-Card purchases; (6) AP 4003, the City's Sustainable Purchasing Policy; (7) the Signing Authority Policy; (8) the Records Management Policy; (9) Council Rules of Procedure; (10) the Development Stabilization Contingency Reserve and Development Services Fund Management Policy; (11) the Budget Control Policy; (12) the Public Records Request Policy; and (13) the Annual Budget Resolution, as amended from time to time. Additional policies and details regarding many of the policies relevant to the use of ARP funds are set forth in Section 5.0 below.¹

Staff throughout the City regularly review City policies to determine whether any amendments are required and are continuing to do so in light of the everchanging State executive orders and health and safety regulations. Revisions to any policies will be approved by the City Manager's Office or the City Council, as appropriate. Amendments may be necessary to ensure compliance with funding-specific requirements, such as strengthening information system controls, ensuring the segregation of duties, and building in appropriate levels of management review, as described below.

4.1.3.1 Conflict of Interest Code adopted pursuant to the Political Reform Act

In addition to the Sacramento Code of Ethics and other conflict of interest policies referenced in sections 4.1.2 and 4.1.3 above, the City has adopted a Conflict of Interest Code pursuant to the Political Reform Act. The City's Conflict of Interest Code requires employees holding designated positions to disclose their financial interests to help avoid conflicts of interest.

4.1.3.2 Information System Controls

Information system controls are controls within information management systems that deter or prevent unwanted behaviors; the information management system is designed to allow or not allow

¹ These policies, and those listed in Section 5.0, can be found at:

<https://www.cityofsacramento.org/City-Hall/Policies-and-Procedures>

certain behavior. For example, the City’s payroll processing system prevents an employee from approving their own timesheet. Where applicable, the City of Sacramento will implement information system controls in its use of ARP funds.

4.1.3.3 Segregation of Duties

Segregation of duties is a basic building block of sustainable risk management and internal controls. The principle of segregation of duties is based on shared responsibilities of a key process that disperses the critical functions of that process to more than one person or department. This separation in key processes reduces the risk of fraud and error.

4.1.3.4 Management Review

Management review and approval processes are a standard control in any organization. Management review consists of having supervisors or managers review the work of lower-level staff and providing approval before transactions become final. Management review provides a double check to ensure transactions are processed accurately and can serve as a deterrent for fraud, waste, and abuse.

5.0 Key Citywide Personnel and Activities in the City’s Use of ARP Funds

The City of Sacramento’s use of ARP funds will likely entail a wide variety of activities and programs authorized by the City Council and administered by the City Manager’s Office and other City staff. The following sections list key personnel who will be engaged in the use and administration of ARP funds, key activities, and key policies that govern these uses.

5.1 Mayor and City Council

In their role as the City’s governing body, the Mayor and City Council will oversee the City’s allocation and use of ARP funds. The Council Rules of Procedure is the key policy guiding the Mayor and City Council’s interaction with City staff and procedures for executing the City’s allocation of ARP funding.

5.2 The City Manager’s Office

The City Manager is the chief executive officer of the City and is responsible for the effective administration of the city government. The City Manager also provides policy recommendations to the Mayor and City Council. The City Manager, through the City Manager’s Office, will ensure the coordination of programs and activities and provide, as necessary, recommendations to the Mayor and Council on allocation, use, and implementation of programs and activities using ARP funds. The Sacramento City Charter, City Code, and the City’s policies and procedures will be critical in guiding the City Manager and the City Manager’s Office in executing agreements and implementing procedures for distributing ARP funds.

5.3 Human Resources

An integral piece of the City’s use of ARP funds is its use of City staff to implement priorities and oversee the activities and programs. While many City employees will retain their normal roles and responsibilities when being involved in the allocation and distribution of the City’s ARP funds, some employees may have to take on new roles and responsibilities as part of the City’s distribution and oversight of ARP funds. It is imperative that City staff track their time spent responding to ARP matters in a manner consistent with current City policies and agreements. The following table contains the key policies that govern the City’s human resources and payroll practices that could affect the City’s implementation and oversight of ARP funds.

Table 1: Human Resources Key Policies and Procedures

Policy or Agreement Name	Purpose
Employee Handbook	To provide a summary of the city policies, employee working conditions, and benefits.
Illness and Injury Prevention Program Procedures	To integrate all of the policies and procedures intended to identify and control occupational hazards.
Leave Administration	To provide guidance in administering non-industrial leave for eligible employees as required by state and federal law and consistent with Rules and Regulations of the Civil Service Board and labor agreements.
Nepotism and Conflict of Interest	To avoid conflicts of interest, as well as situations that may impair objective judgment or bias.
Sick Leave	To ensure consistency with the administration of sick leave throughout the City and is intended to ensure compliance with applicable leave laws.
Volunteer Coordination	To ensure compliance with rules related to volunteer services
Telecommuting Program	To allow specified employees to telecommute, subject to supervisor approval

Source: <https://www.cityofsacramento.org/City-Hall/Policies-and-Procedures>

In addition to the above Citywide policies, the City’s labor agreements govern some human resources and payroll processes. The City’s current memorandums of understanding and letters of understanding can be found at <https://www.cityofsacramento.org/HR/Divisions/Labor-Relations/Labor-Agreements>.

5.4 Fiscal and Procurement

Many projects or programs related to the use of ARP funds will require the procurement of goods or services. The Department of Finance’s Procurement Services Division is responsible for providing guidance on the purchase of supplies and services and contract administration. The Procurement Services Division manages Citywide contracts; while other City department staff are responsible for contract management for contracts needed by their department. The following table contains the key policies and procedures that govern the City’s fiscal and procurement practices.

Table 2: Fiscal and Procurement Key Policies and Procedures

Policy Name	Purpose
Budget Control	To ensure the City makes informed fiscal decisions that take into account the full costs, in terms of dollars and service impacts, of implementing spending increasing during the fiscal year.
Cash Handling	To provide all City departments with guidelines for handling cash when it is received by a City department for payment of a City debt, deposit, tax, or fee for service.
Purchase Card Program	To provide guidance for use of the Purchasing Card for making purchases of supplies and services.
Non-Professional Services	To ensure that all contracting functions are performed in compliance with applicable Federal, State and City laws, regulations, ordinances and policies, to ensure uniform and consistent application of the procurement process, and to ensure fairness, open competition, and competitive pricing.
Procurement of Supplies	To ensure that all procurement functions are performed in compliance with applicable Federal, State and City laws, regulations, ordinances and policies, to ensure the uniform and consistent application of the procurement process, and to ensure fairness, open competition, and competitive pricing.
Professional Services	To ensure that all contracting functions are performed in compliance with applicable Federal, State and City laws, regulations, ordinances and policies, to ensure uniform and consistent application of the procurement process, and to ensure fairness, open competition, and competitive pricing.
Public Project	To ensure that all contracting functions are performed in compliance with applicable Federal, State and City laws, regulations, ordinances and policies, to ensure uniform and consistent application of the procurement process, and to ensure fairness, open competition, and competitive pricing.
Signing Authority	To document the delegation of signing authority as allowed in the Sacramento City Charter.
Grant Distribution	To provide clarification on the City’s efforts in providing funds to individuals and organizations for efforts, activities, programs and/or resources that promote and support the well-being of the Sacramento community.

Source: <https://www.cityofsacramento.org/City-Hall/Policies-and-Procedures> and the City Manager’s Office

In addition to Citywide policies governing procurement practices, Sacramento City Code section 2.16.010 addresses potential conflicts of interest, stating:

“No city employee shall engage in any employment, activity, or enterprise from which the employee receives compensation or in which the employee has a financial interest and which is funded, all or in part, by the city or any city department through or by a city contract unless the employment, activity, or enterprise is required as a condition of the employee’s regular city employment.

No city employee shall contract on his or her own individual behalf as an independent contractor with the city or any city department to provide services or goods.”

The City will follow its procurement practices, and any additional requirements imposed by Federal or State funding agencies to expend ARP funds appropriately.

5.5 Documentation

The City of Sacramento maintains City documents in accordance with the City’s Records Management Policy and record retention schedule. Documents created as part of the City’s use of ARP funds should be kept, at a minimum, in accordance with the City’s Records Management Policy; however, the City could be required to maintain documents for longer periods of time to comply with federal funding regulations. The City will maintain ARP documents in compliance with the City’s Records Management Policy and federal funding regulations, whichever is longer.

It should be noted that documents associated with the City’s implementation of ARPA could be subject to a Public Records Act request. If a request is made, the City will respond to the request in accordance with the City’s Public Records Request Policy.

5.6 Advice and Counsel

On-going monitoring enables management to assess the effectiveness of controls and detect associated risk issues, improve business processes and activities while adhering to ethical and compliance standards, and execute timely quantitative and qualitative risk-related decisions.

Office of the City Attorney

The City Attorney’s Office (CAO) interprets laws and provides guidance on risks associated with various courses of action. The CAO will review proposed projects and actions generated in response to ARPA for compliance with federal, state, and local law, guidelines, and policies.

5.7 Independent Review

Office of the City Auditor

The Office of the City Auditor provides independent, objective, and reliable information regarding the City’s ability to meet its goals and objectives, and establish an adequate system of internal controls. In many cases, this involves verifying compliance with laws and regulations, assessing the efficiency and effectiveness of the City’s operations, and identifying internal control weaknesses and failures.

As such, the Office of the City Auditor will perform on-going monitoring and assistance to help ensure the City complies with regulatory requirements, maximizes its use of State and Federal resources, and uses funds efficiently and effectively. The Office of the City Auditor will follow its office policies and procedures.²

Whistleblower Hotline

In the interest of public accountability and being responsible stewards of public funds, the City of Sacramento established an enhanced whistleblower hotline in 2012. The Whistleblower Hotline allows City employees and members of the public to report potential fraud, waste, and abuse without the fear of retaliation. The hotline protects the anonymity of those leaving tips to the extent permitted by law.

² Office of the City Auditor policies and procedures can be found at:
<https://www.cityofsacramento.org/Auditor/About-Us/Office-Policies-and-Procedures>

City employees and residents can use the Whistleblower Hotline to report potential fraud, waste, and abuse related to ARP funds. The hotline previously received COVID-19 related tips and we encourage City employees and residents to continue submitting ARP-related tips as the City's implementation of ARP-funded programs and activities and expenditures related to ARPA continues.

The Office of the City Auditor manages the City's Whistleblower Hotline. Policies and procedures related to the management of the Whistleblower Hotline are included in the Office of the City Auditor office policies and procedures. The City's Whistleblower Protection Policy contains additional information related to the Whistleblower Hotline.

Appendix A: Priorities and Programs Established by Council

The program fact sheet can be found at:

<https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>

Frequently asked questions about use and eligibility can be found at:

<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

The U.S. Treasury Department's Interim Final Rule can be found at:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

The Interim Final Rule allows for ARP funds to be used for certain eligible uses within Qualified Census Tracts; a link to the QCT's can be found at:

https://www.huduser.gov/portal/sadda/sadda_qct.html

The U.S. Treasury Department's Final Rule, released January 2022, can be found at:

<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

An overview of the Final Rule can be found at:

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Acceptance of Award of ARPA Funding signed May 11, 2021

OMB Approved No. 1505-0271 Expiration


Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Sacramento 915 I Street, 5th Floor Sacramento, California, 95814	DUNS Number: 029562159 Taxpayer Identification Number: 946000410 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
 Recipient: 

 9EBB8B98AE9A45A...

Authorized Representative: Howard Chan

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. 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 Governmentwide 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 (contracts and subcontracts 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. Recipient 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. Governmentwide 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.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, 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.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 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 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient 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.
12. False Statements. Recipient 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 contracts, and/or any other remedy available by law.
13. 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 award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient 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 section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. 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 Recipient 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.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient 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 contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient 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 contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. 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 contract 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 Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient 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.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

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 recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’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 contracts of guarantee or insurance, regulated programs, licenses, procurement contracts 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 Recipient 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 Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient 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. Recipient 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). Recipient 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, Recipient 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. Recipient 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 Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient 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>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient 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 contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient'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 recipients 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 contract (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 contract or agreement.

6. Recipient 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 Recipient, 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 Recipient for the period during which it retains ownership or possession of the property.
7. Recipient 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 Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient 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. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient 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

OMB Approved No. 1505-0271
Expiration Date: November 30,
2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients 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- recipients.

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.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Sacramento

5/11/2021

Recipient

Date

DocuSigned by:
Howard Chan
9EBB8B98AE9A45A...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Motion No. 2021-0257 Mayor's Proposed American Rescue Plan Act Framework and Funding Priorities

Mayor's Proposed American Rescue Plan Act Framework and Funding Priorities

File ID: 2021-01046

Location: Citywide

Action: Moved/Seconded: Member Harris / Member Valenzuela.

Yes: Members Angelique Ashby, Eric Guerra, Jeff Harris, Rick Jennings, Sean Loloee, Jay Schenirer, Katie Valenzuela, Mai Vang, and Mayor Darrell Steinberg.

Members of the public provided public comments.

Passed **Motion No. 2021-0257:** 1) approving and adopting the Mayor's Proposed American Rescue Plan Act Framework and Funding Priorities ("ARP Framework"), and 2) authorizing the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARP Framework.

Contact: Mayor Darrell Steinberg, (916) 808-5300, Office of the Mayor

Source: Draft Minutes for the September 14, 2021 City Council Meeting.

RESOLUTION NO. 2021-0313

Adopted by the Sacramento City Council

October 19, 2021

American Rescue Plan Act (ARPA) Funding Acceptance and Budget Authority

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On May 19, 2021, the City received the first installment in the amount of \$56.1 million of ARPA funds. The second installment is expected to be 12 months later (May 2022).
- F. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- G. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework.
- H. Environmental review will be conducted, where necessary, in advance of implementation of the projects and programs identified in this resolution, and adoption of this resolution does not constitute the approval of a project for purposes of the California Environmental Quality Act. Projects and programs will be modified to address any environmental concerns identified in the environmental review process.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager’s designee is authorized to accept \$112.2 million of American Rescue Plan Act of 2021 (ARPA) funding from the United States Department of Treasury.
- Section 2. The City Manager or the City Manager’s designee is authorized to establish the ARPA Reinvestment Fund (Fund 1003).
- Section 3. The City Manager or the City Manager’s designee is authorized to allocate \$112.2 million in ARPA funds to provide government services and budget the resulting available resources in the ARPA Reinvestment Fund to assist with the recovery and reopening resulting from the impacts from COVID-19.
- Section 4. The City Manager or the City Manager’s designee is authorized to establish the appropriate grant, multi-year, and capital improvement projects and establish the necessary revenue and expenditure budgets in the appropriate funds or projects to properly track and report on the use of the ARPA funding for the programs as outlined below:

	Revenue/Expenditure Budget
ARPA SLFRF Funds (Fund 2705)	112,200,000
ARPA Reinvestment Fund (Fund 1003)	112,200,000
Project/Program Descriptions	
<i>Small Business and Commercial Corridor Revitalization</i>	
Small Business Priorities	8,200,000
Downtown Core and Old Sacramento Revitalization	5,000,000
Vaccine Outreach and Education	1,000,000
Sacramento Inclusive Economic Dev. Collaborative	3,500,000
<i>Homeless and Housing</i>	
<i>Youth Workforce Training, and Gang Prevention</i>	
Center for Workers' Rights	550,000
Aggie Square Job Center	1,000,000
Gang Prevention and Intervention	1,500,000
Summary of Actions	61,750,000
ARPA Balance	\$ 50,450,000

Section 5. The City Manager or the City Manager's designee is authorized to make any necessary revenue and expenditure budget adjustments to funds and projects established under section 4, above, and report back to City Council on the budget adjustments.

Section 6. The City Manager or the City Manager's designee is authorized to execute contracts and contract amendments in amounts not to exceed \$500,000 per contract or amendment to implement the Old Sacramento Improvements, which are identified in Exhibit A.

Section 7. Exhibit A is part of this Resolution.

Table of Contents:

Exhibit A – Old Sacramento Improvements

Adopted by the City of Sacramento City Council on October 19, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: Mindy Cuppy Digitally signed by Mindy Cuppy
Date: 2021.10.27 14:18:35
-07'00'
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Exhibit A
OLD SACRAMENTO IMPROVEMENTS

PROPOSED PROGRAM	PROGRAM DESCRIPTION	PROPOSED BUDGET
Lighting and Public Space Enhancement Program	Support public safety and ensure areas are well lit to increase security and welcome for customers with a goal of consistent lighting following CEPTD guidelines. Improvements would be made to street lighting, pedestrian scale lighting and lighting to increase Old Sacramento visibility from freeway. Additional projects may include pedestrian scale public space enhancement projects.	\$4,340,000
Clean and Safe- Enhanced safety and increased security	Enhance feeling of safety with increased security services in commercial districts. Hire additional private security to increase safety and enhance visitor experience.	\$300,000
Clean and Safe - Security camera installation	Security camera deployment at key locations. Responds to crimes, graffiti, and violence prevention	\$300,000
Street/Alley Closures	To provide more flexibility and increase safety for events and pedestrian experience, installation of bollards in key locations	\$60,000
	Total	\$5,000,000

Resolution No. 2021-0339 Administrative Matter: Rescind Resolution 2021-0299 and Adopt a Resolution Regarding Real Property Acquisition for the Potential Purposes of Siting Homeless Services

RESOLUTION NO. 2021-0339

Adopted by the Sacramento City Council

November 16, 2021

Administrative Matter: Rescind Resolution 2021-0299 and Adopt a Resolution Regarding Real Property Acquisition for the Potential Purposes of Siting Homeless Services

BACKGROUND

- A. Homelessness is an existential threat to the individuals living without quality housing and to the public health and safety of the residents and businesses in Sacramento. The right to an adequate standard of living for every resident of the City is one that must be protected and advanced by the actions and commitment of all levels of government, including the City of Sacramento. The interconnectedness of homelessness, housing and public health must inform the current and future policy, partnerships, prioritization of work programs, and budget allocations to prevent and reduce the number of people experiencing homelessness.
- B. On January 5, 2021, the City Council unanimously approved the preparation of a Master Siting, Operations, Programmatic and Financing Plan ("Master Siting Plan") and committed to a Council-led process to engage the community and identify public and private properties for a single up or down vote to approve the sites identified for shelter and housing, identify funding sources, and provide authority to the City Manager to implement the Master Siting Plan.
- C. On July 1, 2020, the City Council directed the City Manager to create the Department of Community Response. The purpose is to provide an alternative response model for 911 calls effectively transferring the calls that do not require a law enforcement response to alternative first responders. The 2021-22 City budget further defines the organizational structure of the Department to include the Office of Homeless Services for direct and expanded services. The Office of Community Outreach will include social workers and outreach specialists to respond to service calls with a focus on those in need of mental health services, youth in crisis and residents experiencing homelessness. The Department staff is leading a significant number of the direct operations and services to those experiencing homelessness in Sacramento since its creation.
- D. On August 10, 2021, Council approved the Comprehensive Siting Plan and directed the City Manager to begin implementation of the Comprehensive Siting Plan immediately, including authorizing the City Manager to 1) implement any and all financial transactions to properly manage and account for the City's efforts to implement and administer the Comprehensive Siting Plan and 2) allocate funding to sites and programs that provide the most immediate impact to alleviate the crisis of homelessness in the City.

- E. On September 28, 2021, City Council adopted Resolution No. 2021-0299 authorizing the City Manager or City Manager's designee to establish the necessary revenue and expenditure budget to cover real property acquisition costs for the potential purposes of siting homeless services from the American Rescue Plan Fund (Fund 2705).
- F. On October 19, 2021, City Council adopted Resolution 2021-0313 establishing the American Rescue Plan Act (ARPA) Reinvestment Fund (Fund 1003).
- G. All expenditures of ARPA reinvestment funds will be from Fund 1003, therefore, Resolution No. 2021-0299 must be rescinded and a new resolution adopted to reference the correct Fund.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's Designee is authorized to negotiate and execute any documents and agreements necessary to purchase real property for the potential purposes of siting homeless services.
- Section 2. The City Manager or City Manager's designee is authorized to establish a project for the purchase of real property (C15001400).
- Section 3. The City Manager is authorized to establish the necessary revenue and expenditure budget to cover real property acquisition costs from the American Rescue Plan Act Reinvestment Fund (Fund 1003).
- Section 4. Resolution 2021-0299 is rescinded.

Adopted by the City of Sacramento City Council on November 16, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2021.11.30 11:34:07
-08'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Note: The following resolution (Resolution 2021-0299) is included for reference but has been rescinded and replaced by the resolution above (Resolution 2021-0339).

RESOLUTION NO. 2021-0299

Adopted by the Sacramento City Council

September 28, 2021

Real Property Acquisition for the Potential Purposes of Siting Homeless Services

BACKGROUND

- A. Homelessness is an existential threat to the individuals living without quality housing and to the public health and safety of the residents and businesses in Sacramento. The right to an adequate standard of living for every resident of the City is one that must be protected and advanced by the actions and commitment of all levels of government, including the City of Sacramento. The interconnectedness of homelessness, housing and public health must inform the current and future policy, partnerships, prioritization of work programs, and budget allocations to prevent and reduce the number of people experiencing homelessness.
- B. On January 5, 2021, the City Council unanimously approved the preparation of a Master Siting, Operations, Programmatic and Financing Plan ("Master Siting Plan") and committed to a Council-led process to engage the community and identify public and private properties for a single up or down vote to approve the sites identified for shelter and housing, identify funding sources, and provide authority to the City Manager to implement the Master Siting Plan.
- C. On July 1, 2020, the City Council directed the City Manager to create the Department of Community Response. The purpose is to provide an alternative response model for 911 calls effectively transferring the calls that do not require a law enforcement response to alternative first responders. The 2021-22 City budget further defines the organizational structure of the Department to include the Office of Homeless Services for direct and expanded services. The Office of Community Outreach will include social workers and outreach specialists to respond to service calls with a focus on those in need of mental health services, youth in crisis and residents experiencing homelessness. The Department staff is leading a significant number of the direct operations and services to those experiencing homelessness in Sacramento since its creation.
- D. On August 10, 2021, Council approved the Comprehensive Siting Plan and directed the City Manager to begin implementation of the Comprehensive Siting Plan immediately, including authorizing the City Manager to 1) implement any and all financial transactions to properly manage and account for the City's efforts to implement and administer the Comprehensive Siting Plan and 2) allocate funding to sites and programs that provide the most immediate impact to alleviate the crisis of homelessness in the City.

E. The individual human suffering and threat to the health and safety of the City's homeless population demands a new comprehensive and urgent response.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's Designee is authorized to negotiate and execute any documents and agreements necessary to purchase real property for the potential purposes of siting homeless services.
- Section 2. The City Manager or City Manager's designee is authorized to establish a project for the purchase of real property (C15xxxxxx).
- Section 3. The City Manager is authorized to establish the necessary revenue and expenditure budget to cover real property acquisition costs in C15xxxxxx from the American Rescue Plan Fund (Fund 2705).
- Section 4. Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) -- mandating that all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action -- is hereby waived for agreements covered by this resolution.

Adopted by the City of Sacramento City Council on September 28, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: Mindy Cuppy Digitally signed by Mindy Cuppy
Date: 2021.10.13 16:06:04
-0700
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Resolution No. 2021-0353 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Additional Resources for Business Compliance and Outreach and Animal Care Community Response

RESOLUTION NO. 2021-0353

Adopted by the Sacramento City Council

December 7, 2021

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Additional Resources for Business Compliance and Outreach and Animal Care Community Response

BACKGROUND:

- A. Along with other state and local agencies across the country, the City of Sacramento has, and continues to face extraordinary challenges during the fiscal year as a result of the COVID-19 pandemic.
- B. The American Rescue Plan Act (ARPA) was established in March 2021 to help in responding to the ongoing COVID-19 pandemic and public health emergency.
- C. On September 14, 2021, City Council provided guidance and direction by providing an ARPA framework and identifying funding priorities.
- D. The Building Compliance Unit (BCU) Night Team will address organizational needs of the City (Item 5 of the Framework) as a result of the business transition that had to occur due to COVID-19. The Animal Services for the Homeless Response (ASHR) Team will also address those needs as well as provide support of the city's homeless (Item 2 of the Framework) by keeping owners together with their pet family.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is authorized to add 12.0 full-time equivalent positions to the Community Development Department: 1.0 FTE Senior Code Enforcement Officer; 4.0 FTE Code Enforcement Officer; 1.0 Customer Service Specialist; 2.0 FTE Animal Control Officer; 1.0 FTE Animal Care Services Coordinator; 1.0 FTE Veterinarian; and 2.0 FTE Registered Veterinary Technician.
- Section 2. The Building Compliance Unit Night Team Project (I21000400) is established as a new Multi-Year Operating Project.
- Section 3. The Animal Services for the Homeless Response Team Project (I21008500) is established as a new Multi-Year Operating Project.

Section 4. The City Manager or the City Manager's designee is authorized to make the necessary revenue and expenditure budget adjustments in the appropriate Departments, funds, and projects to implement the above recommendation.

Adopted by the City of Sacramento City Council on December 7, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2021.12.14 17:13:14
-08'00'
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Resolution No. 2021-0354 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Staffing Request to Address New Legislative Requirements Governing Release of Public Records

RESOLUTION NO. 2021-0354

Adopted by the Sacramento City Council

December 7, 2021

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Staffing Request to Address New Legislative Requirements Governing Release of Public Records

BACKGROUND

- A. The increased volume and complexities of public records act requests received by the Sacramento Police Department (SPD) over the last several legislative calendars cannot be adequately addressed by current staffing levels. Therefore, SPD requests a staffing increase of 11.0 FTE professional staff positions to meet the mandates governing the release of records as required by the California Public Records Act (PRA) and associated legislation, including City Council's Video Release Policy, Assembly Bill 748 (AB 748), Senate Bill 1421, and the newly enacted Senate Bill 16 (SB 16).
- B. The increased volume and complexities of public records act requests likewise have resulting in an increased need for legal services provided by the City Attorney's Office (CAO). Therefore, there is an urgent need to increase CAO staffing so it can dedicate 2.0 FTE attorneys and 1.0 FTE paralegal to the SPD.
- C. On September 14, 2021, City Council adopted the Mayor's proposed American Rescue Plan Act of 2021 (ARPA) Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is authorized to add 11.0 full-time equivalent (FTE) positions to the Police Department: a) 1.0 FTE Administrative Officer; b) 1.0 FTE Administrative Analyst; c) 1.0 FTE Administrative Technician; d) 2.0 FTE Police Records Supervisors; and e) 6.0 FTE Police Records Specialists.
- Section 2. The City Manager or the City Manager's designee is authorized to add 2.0 full-time equivalent (FTE) positions to the Office of the City Attorney: a) 1.0 FTE Senior Deputy City Attorney; and b) 1.0 FTE Paralegal.

Section 3. The Public Records Staffing Project (I11002800) is established as a new Multi-Year Operating Project.

Section 4. The City Manager or the City Manager's designee is authorized to make the necessary revenue and expenditure budget adjustments in the appropriate Departments, funds, and projects to implement the above recommendation.

Adopted by the City of Sacramento City Council on December 7, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, and Mayor Steinberg

Noes: Members Valenzuela, and Vang

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2021.12.14 17:13:34
-08'00'
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Resolution No. 2021-0361 National Endowment for the Arts American Rescue Plan Act Grant

RESOLUTION NO. 2021-0361

Adopted by the Sacramento City Council

December 14, 2021

National Endowment for the Arts American Rescue Plan Act Grant

BACKGROUND

- A. The National Endowment for the Arts (NEA) established the American Rescue Plan Act (ARPA) Grant. The grant is carried out through one-time grants to eligible organizations that can help advance the goals of the program.
- B. The City's Office of Arts and Culture (OAC) was selected by the NEA to receive a grant through the local arts agencies for sub granting program in the amount of \$500,000 for the period of performance from January 1, 2022, to April 30, 2023.
- C. OAC will launch "Seeding Creativity" grant program targeting individual artists in Sacramento County with the funds received from the NEA.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The grant award from the National Endowment for the Arts American Rescue Plan Act Grant in the amount not-to-exceed \$500,000 is accepted.
- Section 2. The City Manager or the City Manager's designee is authorized to execute all documents necessary to implement and secure payment.
- Section 3. The NEA ARPA Grant Project (G17608000) is established.
- Section 4. The City Manager or the City Manager's designee is authorized to establish related revenue and expenditure budgets in the NEA ARPA Grant Project (G17608000) in the amount of \$500,000 (Operating Grants, Fund 2702) to implement the grant award.

Adopted by the City of Sacramento City Council on December 14, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2021.12.21 11:21:02
-08'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Motion No. 2022-0015 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with Downtown Sacramento Partnership, Inc. for Small Business Priorities

City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with Downtown Sacramento Partnership, Inc. for Small Business Priorities [Published for 10-Day Review 12/30/2021]

File ID: 2021-01430

Location: District 4

Action: Passed **Motion No. 2022-0015** authorizing the City Manager or the City Manager's designee to execute an American Rescue Plan Act Grant Agreement with the Downtown Sacramento Partnership, Inc. in the amount of \$1,150,000 for small business priorities.

Contact: Leslie Fritzsche, Economic Investment Manager, (916) 808-5450, lfritzsche@cityofsacramento.org; Valerie Mamone-Werder, Development Project Manager, (916) 808-5451, vmamone-werder@cityofsacramento.org, Office of Innovation and Economic Development

Source: Draft Minutes for the January 11, 2022 City Council Meeting.

Motion No. 2022-0016 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with Downtown Sacramento Partnership, Inc. for Old Sacramento Waterfront Improvements

City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with Downtown Sacramento Partnership, Inc. for Old Sacramento Waterfront Improvements

File ID: 2021-01460

Location: Old Sacramento Waterfront, District 4

Action: Passed **Motion No. 2022-0016** authorizing the City Manager or the City Manager's designee to execute an American Rescue Plan Act Grant Agreement with the Downtown Sacramento Partnership, Inc. in the amount of \$800,000 for Old Sacramento Waterfront Improvements.

Contact: Ellen Sullivan, Development Project Manager, (916) 808-5758, eesullivan@cityofsacramento.org, Office of Innovation and Economic Development; Leslie Fritzsche, Community Investment Manager, (916) 808-5450, lfritzsche@cityofsacramento.org, Office of Innovation and Economic Development

Source: Draft Minutes for the January 11, 2022 City Council Meeting.

Resolution No. 2022-0018 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Sierra Health Foundation: Center for Health Program Management: Youth PopUp Program ARPA Grant Agreement

RESOLUTION NO. 2022-0018

Adopted by the Sacramento City Council

January 11, 2022

ARPA Framework and Funding Priorities: Youth PopUp Program

BACKGROUND

- A. Along with other state and local agencies across the country, the City of Sacramento has, and continues to face extraordinary challenges during the fiscal year as a result of the COVID-19 pandemic.
- B. The American Rescue Plan Act (ARPA) was established in March 2021 to help in responding to the ongoing COVID-19 pandemic and public health emergency.
- C. On September 14, 2021, City Council provided guidance and direction by providing an ARPA framework and identifying funding priorities and determined that providing funds to Sierra Health Foundation: Center for Health Program Management to mitigate the effects of the COVID-19 public health emergency, as provided in the grant agreement, is a necessary expenditure to increase basic needs supports for youth and their families and other protective factors that are required to promote healthy youth development, such as social connections and academic and mental health supports, that were lost, reduced or are now insufficient due to COVID-19. The grant agreement provides \$1.3 million in CRF money to implement the Program.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is authorized to transfer \$1,300,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the Youth and Family Investments Program (I02001800).
- Section 2. The City Manager or the City Manager's designee is authorized to execute a Youth PopUp Program ARPA Grant Agreement with Sierra Health Foundation: Center for Health Program Management in an amount not to exceed \$1.3 million. The grant agreement is attached as Exhibit A and is part of this resolution.

Table of Contents:

Exhibit A – Grant Agreement

Adopted by the City of Sacramento City Council on January 11, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2022.02.02 17:35:25
-08'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

American Rescue Plan Act Grant Agreement

This AMERICAN RESCUE PLAN ACT GRANT AGREEMENT, dated January 1, 2022 for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "City"), and SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT, a California non-profit corporation (the "Grantee").

Background

In response to the world-wide spread of the respiratory illness coronavirus disease 2019 (COVID-19), the Federal Health and Human Services Secretary declared a national public health emergency in the United States on January 31, 2020; Governor Gavin Newsom proclaimed a state of emergency in the State of California on March 4, 2020; the County of Sacramento proclaimed a public health emergency on March 5, 2020; the City Council declared it a local emergency on March 13, 2020; and on that same day, the President of the United States declared a national emergency.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20, which ordered all California residents to stay home or at their place of residence except as needed to maintain operations of certain federal critical infrastructure sectors. That same day, the Public Health Officer of the County of Sacramento issued a similar stay-at-home order which made exceptions only to do essential activities, conduct essential government functions, and operate essential businesses. On June 15, 2021, the State moved forward with re-opening the economy and began the process of winding down many of the Executive Orders put in place since the beginning of the pandemic. Since that time, COVID-19 cases have increased substantially.

Prior to the reopening of the State, the federal American Rescue Plan Act of 2021 ("ARPA") was signed into law on March 11, 2021. The ARPA builds upon previously enacted aid measures such as the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Under the ARPA, the City of Sacramento will receive approximately \$112 million from the "Coronavirus Local Fiscal Recovery Fund" (\$56 million in May 2021 and \$56 million anticipated in May 2022) directly from the federal Department of the Treasury. The Assistance Listing Number assigned to ARPA funds is 21.027.

The ARPA provides that payments from the Coronavirus Local Fiscal Recovery Fund may only be used: "(a) To respond to the public health emergency [with respect to the Coronavirus Disease 2019 (COVID-19)] 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."

Based on the availability of ARPA-allocated funds, the City has decided to provide funding to the Grantee to further the purposes of the ARPA, as provided in this agreement.

Stark financial impacts of COVID-19 compounded by the interruption of typical community supports due to closures of public and social institutions such as schools, medical facilities and churches have had negative impacts on the social, emotional, and physical needs of youth and families, particularly the most vulnerable.

Under typical circumstances, community family support nets collectively provide critical protective factors that young people require for healthy development including connections to other supportive adults and their peers. However, many parents are still struggling to meet the basic physical and emotional needs of youth in their households. In May 2020, the COVID-19 Resilience Poll ("Poll") was conducted with over 2,500 greater Sacramento area residents, reflecting the severe impacts COVID-19 has caused in the region. By May, more than 150K jobs were lost and unemployment climbed to over 14%. For those who saw an extreme reduction in income because of COVID-19, their ability to afford basic necessities was severely impacted; nearly 70% reported that they cannot afford or can barely afford to pay their rent or mortgage, 80% reported difficulty paying bills and over 60% reported having an inadequate food supply.

To reduce and mitigate the negative physical, social, and emotional effects on youth caused by COVID-19, youth development experts recommend that families and communities work together to promote the following protective factors: meet the basic needs of children, youth and families including food, shelter, and health/mental health care; ensure the presence of trusted and caring adults; ensure positive social connections (although in-person contact may be limited during COVID-19, all possible steps to minimize social isolation should be taken); and ensure the wellbeing of caregivers.

In response, the City intends to award \$1,300,000 to the Grantee to administer the Youth PopUps Program ("Program"). The Program seeks to increase connections to basic needs such as food, shelter and health supports for youth and families and other protective factors that are required to promote healthy youth development, such as social connections and mental health supports, that were lost or reduced due to COVID-19.

To increase youth socialization and promote social emotional wellbeing, the Program will a) host multiple weekly virtual and in-person PopUp events in priority neighborhoods across the city with one or more of the following activities: educational lessons and trainings, games, recreational and social activities, arts and crafts, music, or guest speakers. PopUps will have resources such as COVID-19 testing and vaccination site information available for youth participants and their families; b) train PopUp staff, including youth staff, on strategies for addressing social anxiety and local mental health supports; c) connect youth PopUp participants and their families with mental health resources and mental wellness tools; d) train and employ youth to support the coordination of PopUp activities, provide peer/near-peer mentoring at PopUp events, and develop media projects to promote the PopUp Program; and e) facilitate a PopUp partner referral network to identify, support, and connect youth participants and their households to needed resources including substance use disorder treatment, domestic

violence, gang involvement, food insecurity, housing insecurity and other basic social, emotional, or physical health needs. |

With these background facts in mind, the City and Grantee agree as follows:

1. **Term.** This agreement takes effect as described in section 10 and terminates on June 30, 2022, subject to early termination under section 7.
2. **Disbursement of Funds.** The City shall disburse to the Grantee a total sum not to exceed \$1,300,000 in accordance with section 3 below. The funds disbursed by the City under this agreement are referred to as “**ARP funds.**” See Schedule of Federal Funds, Attachment 4. In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after December 31, 2024.
3. **Reimbursement Basis.** The City will make payments to the Grantee in arrears, as follows:
 - (a) **Progress Payments.** On a monthly basis, the Grantee shall provide the City with a written report on the progress made on the Authorized Activities (in accordance with section 8(m) below) and a detailed and properly documented invoice for reimbursement that must include a detailed accounting of costs already incurred in sufficient detail for the City, in its opinion, to substantiate the costs. The City will notify the Grantee within fifteen business days following receipt of its invoice and written report of any circumstances or data identified by the City that would cause withholding of approval and subsequent payment. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after invoice approval.
 - (b) **Final Payment.** As a condition of receiving final payment under this agreement, the Grantee shall provide the City with (i) all of the documents described in section 3(a), above, covering the period since the Grantee last submitted a monthly payment request, and (ii) the closeout report required under section 8(o), below. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after invoice and closeout report approval.
4. **Authorized Uses.** The following terms apply to the Grantee’s activities and expenditures related to this agreement:
 - (a) The Grantee may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in attachment 1 (“**Authorized Activities**”) in accordance with the budget listed in attachment 2 (“**Approved Budget**”). If a term included in

attachment 1 is stated as an obligation, then the Grantee is obligated to perform the term under this agreement.

- (b) The Grantee may seek reimbursement solely for eligible costs that it incurs between the effective date of this agreement and December 21, 2024. If Grantee receives a refund or credit for any cost for which it received a payment of ARP funds, Grantee shall return ARP funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 9 no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.
 - (c) When incurring costs for which it will seek reimbursement under this agreement, the Grantee is subject to the restrictions set forth in the ARPA, as well as the Department of the Treasury's Interim Final Rule, FAQs, Fact Sheet, and Compliance and Reporting Guidance (collectively the "ARP Guidance"), as the Guidance may be amended from time to time. The ARP Guidance can be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.
 - (d) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days unless the City approves in writing an alternative repayment plan.
 - (e) The Grantee shall not use the ARP funds to supplant funding provided by the City to the Grantee under any other agreement. The Grantee shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using ARP funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
 - (f) If the Grantee has received other ARPA funds from the City or any other entity, or has received other federal funds (e.g., Coronavirus Relief Act funds, payroll protection act loan, etc.), Grantee shall not use the ARP funds awarded pursuant to this agreement to pay for direct or indirect costs already covered by the other federal funds or ARP fund payments.
5. **Books and Records.** During the term of this agreement and for five years after the termination or expiration of this agreement, the Grantee shall keep appropriate books, records, and accounts in connection with the ARP funds and activities performed under this agreement and is subject to the following:
- (a) The Grantee shall maintain all records related to this agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of ARP funds and the disbursements of ARP funds to meet eligible expenses; (ii) budget records for all fiscal years covered by this agreement; (iii) payroll, time records, human resource records to

support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using ARP funds and all documents related to such contracts; (vi) grant subaward agreements entered into using ARP funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of ARP funds; and (x) all investigative files and inquiry reports involving payment of ARP funds.

(b) The Grantee shall make its books, records, and accounts (both those that relate to this agreement and those that do not), employees, performance-related records, property, and equipment related to this agreement available to the City's Accounting Manager (the "Accounting Manager"), the City Auditor, any independent auditor, the United States Department of the Treasury Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee at all reasonable times so that the Accounting Manager, City Auditor, independent auditor, or OIG may determine whether the Grantee has complied with this agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the ARP funds.

(c) Upon demand by the City, given in accordance with section 9, the Grantee shall reimburse the City for all ARP funds that the Accounting Manager, City Auditor, an independent auditor, or the OIG determines were expended for activities other than Authorized Activities in accordance with the ARPA and the ARP Guidance, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.

6. **Supervision or Discipline of Minors.** The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.

7. **Termination.** The City may terminate this agreement if the City Manager determines that:

(a) The Grantee has failed to perform, or has performed unsatisfactorily, any term of this agreement, including failing to use the ARP funds solely for Authorized Activities in accordance with the ARPA and the ARP Guidance;

(b) The Grantee has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this agreement; or

support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using ARP funds and all documents related to such contracts; (vi) grant subaward agreements entered into using ARP funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of ARP funds; and (x) all investigative files and inquiry reports involving payment of ARP funds.

- (b) The Grantee shall make its books, records, and accounts (both those that relate to this agreement and those that do not), employees, performance-related records, property, and equipment related to this agreement available to the City's Accounting Manager (the "Accounting Manager"), the City Auditor, any independent auditor, the United States Department of the Treasury Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee at all reasonable times so that the Accounting Manager, City Auditor, independent auditor, or OIG may determine whether the Grantee has complied with this agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the ARP funds.
 - (c) Upon demand by the City, given in accordance with section 9, the Grantee shall reimburse the City for all ARP funds that the Accounting Manager, City Auditor, an independent auditor, or the OIG determines were expended for activities other than Authorized Activities in accordance with the ARPA and the ARP Guidance, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.
6. **Supervision or Discipline of Minors.** The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.
7. **Termination.** The City may terminate this agreement if the City Manager determines that:
- (a) The Grantee has failed to perform, or has performed unsatisfactorily, any term of this agreement, including failing to use the ARP funds solely for Authorized Activities in accordance with the ARPA and the ARP Guidance;
 - (b) The Grantee has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this agreement; or

- (c) There is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Authorized Activities.

8. Pass-through Entity and Subrecipient Requirements. To the extent federal funds are awarded through this agreement, the Grantee acknowledges that it is a pass-through entity and subrecipient as defined in title 2 of the Code of Federal Regulations ("CFR"), sections 200.74 and 200.93. In connection with its activities and expenditures related to this agreement, the Grantee shall do the following:

- (a) The Grantee shall comply with all federal laws, regulations, and terms of the ARP Guidance that apply to a pass-through entity and subrecipient of a subaward of an ARP funds, including the ARPA and the applicable provisions of the CFR, as set forth in the federal Assistance Listing No. 21.027;
- (b) The Grantee shall maintain a valid SAM.gov registration;
- (c) The Grantee shall comply with the applicable cost principles in title 2, CFR, Part 200, Subpart E and, to the extent required, costs must be reasonable, eligible, and allocable as provided in title 2, CFR, sections 100.404 and 200.405;
- (d) The Grantee shall not seek reimbursement for pre-award costs, as defined in title 2, CFR, section 200.458;
- (e) The Grantee shall comply with all laws and regulations, including title 2, CFR, Part 200, subpart D, when purchasing equipment or property;
- (f) If the Grantee has a current Negotiated Indirect Costs Rate Agreement with a federal cognizant agency (NICRA), Grantee may use its current NICRA. Alternatively, the Grantee's indirect costs are limited to 10% of the modified total direct costs (pursuant to title 2, CFR, section 200.314(f));
- (g) The Grantee shall comply with the audit requirements in title 2, CFR, Part 200, Subpart F;
- (h) The Grantee shall comply with the provisions of title 24, CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status;
- (i) The Grantee shall enter into a written grant subaward agreement for each subaward of ARP funds that the Grantee makes to a subrecipient;

- (j) The Grantee shall enter into a written contract when it purchases goods or services using ARP funds. All procurement contracts using ARP funds shall be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327, as applicable;
- (k) The Grantee shall ensure that each written grant subaward agreement for a subaward of ARP funds imposes on the subrecipient all the obligations that this agreement imposes on the Grantee;
- (l) The Grantee shall report its subaward and executive compensation information as required by title 2, CFR, Part 170;
- (m) On a monthly basis, the Grantee shall provide the City with a written report on the progress made on the Authorized Activities. This monthly report must include all the following: (i) a narrative explanation of the Grantee's progress toward all goals set forth in the Authorized Activities; (ii) an itemized list of all expenditures of ARP funds to date, including the amount of any subaward and the name of each subaward recipient and the names of any contractors paid with ARP funds and the amount paid; and (iii) any other information the City may request to demonstrate that the ARP funds are being used solely for Authorized Activities and in accordance with all applicable laws;
- (n) Upon the request of the City, the Grantee shall provide the City with an annual recovery plan performance report that provides information on how the Grantee is planning to ensure project outcomes are achieved in an effective, efficient, and equitable manner, and the Grantee's progress on key performance indicators determined by the City and identified by Treasury (each such report, a "Report"). If the City requests a Report, the Grantee shall deliver the Report to the City no later than July 15 of each year; and
- (o) The Grantee shall provide the City with a closeout report that includes all the following: (i) an itemized list of all expenditures of ARP funds; (ii) the name of each subrecipient of ARP funds; (iii) the name of each contractor who is paid with ARP funds; (iv) the amount of each subaward of ARP funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with ARP funds; (vi) a copy of each grant subaward agreement between the Grantee and a subrecipient for a subaward of ARP funds; (vii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with ARP funds; (viii) all information required to be reported under attachment 1; and (ix) any other information that the City may request to demonstrate that the ARP funds were used solely for Authorized Activities in accordance with the ARPA and the ARP Guidance. The Grantee shall include with the report a certification that it used the ARP funds solely for Authorized Activities in accordance with the ARPA and the Guidance. The Grantee shall include the closeout report and certification with its request for final payment request under section 3(b), above, except that if the Grantee does not submit a final payment request, then it shall provide the closeout report and certification no later than 45 days following the final disbursement of ARP funds under this agreement.

9. **Notices.** Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 9 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
Office of the City Manager
915 I Street, 5th Floor
Sacramento, California 95814
Attention:

If to the Grantee:

Sierra Health Foundation: Center for Program Health Management
1321 Garden Highway, Suite 210
Sacramento, California 95833 |
Attention: Richard Dana, Director of Economic Development

10. **Effective Date.** This agreement is effective on the date that all parties have signed it, as indicated by the dates in the signature blocks below.
11. **Indemnity.** The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "**Liabilities**"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the direct supervision and control of the Grantee.

- 12. Insurance.** During the term of this agreement, the Grantee shall maintain insurance coverage as follows:
- (a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its subcontractors, products and completed operations of Grantee, its subcontractors, and premises owned, leased, or used by the Grantee, its subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.
 - (b) The minimum limits of insurance required by section 12(a) may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance must contain, or be endorsed to contain, a provision that it applies on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of such umbrella or excess coverage and does not contribute with it.
 - (c) The City, its officials, employees, and volunteers must be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee and its subcontractors; products and completed operations of Grantee and its subcontractors; and premises owned, leased, or used by Grantee and its subcontractors.
 - (d) The policies must contain, or be endorsed to contain, the following provisions:
 - (1) Grantee's insurance coverage, including excess insurance, is primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of Grantee's insurance and does not contribute with it.
 - (2) Any failure to comply with reporting provisions of the policies does not affect coverage provided to the City, its officials, employees, or volunteers.
 - (3) Coverage must state that Grantee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (e) The Grantee shall provide the City with 30 days' written notice of cancellation or material change in the policy language or terms.

- (f) Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this section 12 must be declared to and approved by the City in writing prior to execution of this agreement.
- (g) The Grantee shall furnish the City with certificates evidencing the insurance required. The certificates must be forwarded to the City representative named in section 9. Copies of policies must be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
- (h) For all insurance policy renewals during the term of this agreement, the Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murrieta, CA 92564

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

- (i) The City may withdraw its offer of contract or terminate this agreement if the certificates of insurance required have not been provided prior to execution of this agreement. The City may withhold payments to the Grantee or terminate the agreement if the insurance is canceled or the Grantee otherwise ceases to be insured as required by this section 12.
- (j) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.
- (k) The Grantee's liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this agreement.

13. Conflicts of Interest. The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee's performance under this agreement. The Grantee shall disclose, in writing to the City, any potential conflict of interest affecting the awarded funds in accordance with title 2, CFR, section 200.112 and must maintain a conflict of interest policy consistent with title 2, CFR, section 200.318, subsection (c).

14. Prohibition of Expending State or Federal Funds for Lobbying.

- (a) The Grantee certifies, to the best of its knowledge or belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (b) This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. This certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) The Grantee also agrees, by signing this Agreement, that it will require that the language of this certification be included in all lower tier contracts and subawards that exceed \$100,000, and that all such subcontractors and subrecipients shall certify and disclose accordingly.
- (d) The Grantee certifies or affirms the truthfulness and accuracy of each statement of its certification and any disclosure. In addition, the Grantee understands and agrees that the provisions of Chapter 38 of title 31 of U.S. Code, Administrative Remedies for False Claims and Statements, apply to this certification and any disclosure.

15. Drug-free Certification. By signing this Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of title 31, CFR, Part 20 (Government-wide Requirements for Drug-Free Workplace) and the Drug-Free Workplace Act of 1990 (Cal. Gov. Code, §§ 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- (b) Establish a Drug-Free Awareness Program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Every employee of the Grantee who works on a program funded under this Agreement shall:
- (1) Receive a copy of the Grantee's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of the Grantee's Policy Statement as a condition of employment on programs funded under this Agreement.
- 16. Environmental Compliance.** The Grantee shall comply with all generally applicable federal environmental laws and regulations, including but not limited to the Clean Air Act (42 U.S.C. §7401 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), Executive Order 11738, all Environmental Protection Agency ("EPA") Regulations (title 40, CFR) and all applicable standards, orders or regulations issued pursuant thereto. The Grantee agrees to report any violation of these statutes and regulations to the City and understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the appropriate federal agency and EPA Regional Office.
- 17. Uniform Relocation Assistance and Real Property Acquisitions.** The Grantee shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations, to the extent applicable.
- 18. Hatch Act.** Any Grantee that is a public agency shall comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits 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 federal funds.
- 19. False Claims.** The 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 contracts, and/or any other remedy available by law.
- 20. 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 award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

21. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
22. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.
23. **Protections For Whistleblowers.** In accordance with section 4712 of title 41 of the U.S Code, the Grantee may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this agreement, a gross waste of federal funds, an abuse of authority related to this agreement, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this agreement. Grantee shall inform its employees, in writing, of the rights and remedies provided to them under this section in the predominant native language of the workforce.
24. **Miscellaneous.**
 - (a) *Assignment.* The Grantee may not assign or otherwise transfer this agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 24(a) is void.
 - (b) *Successors and Assigns.* This agreement binds and inures to the benefit of the successors and assigns of the parties. This section 24(b) does not constitute the City's consent to any assignment of this agreement or any interest in this agreement.
 - (c) *Interpretation.* This agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2 are part of this agreement.
 - (d) *Waiver of Breach.* A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party's breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
 - (e) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.

- (f) *Counterparts.* The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
- (g) *Time of Essence.* Time is of the essence in performing this agreement.
- (h) *Compliance with all Laws, Requirements, and Orders.* The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws to ensure that Grantee does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, title 42 of the U.S. Code, sections 2000d-1 et seq., and the Department's implementing regulations, title 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, title 29 of the U.S. Code, section 794; Title IX of the Education Amendments of 1972 (Title IX), title 20 of the U.S. Code, sections 1681 et seq., and the Department's implementing regulations, title 31, CFR, part 28; Age Discrimination Act of 1975, Public Law 94-135, title 42 of the U.S. Code, sections 6101 et seq., and the Department implementing regulations at title 31, CFR, part 23 and title 28, CFR, part 42. As a condition of receiving ARP funds, the Grantee further provides the assurances set forth in attachment 3 to this agreement.
- (i) *Authority to Sign.* The person signing this agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this agreement. City shall have no obligations whatsoever under this agreement, unless and until this agreement is executed by the City Manager or the City Manager's authorized designee.
- (j) *Tax Implications and Consequences.* The City makes no representations as to the tax consequences associated with the disbursement of ARP funds related to this agreement, and any determination related to this issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the ARP funds disbursed to Grantee under the terms of this agreement.
- (k) *Integration and Modification.* This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

(Signature Page Follows)

CITY OF SACRAMENTO,
a California municipal corporation

GRANTEE

By: _____
, Assistant City Manager

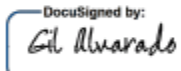
Dated: _____

Attest
Sacramento City Clerk

By: _____
Deputy City Clerk

Approved as to Form
Sacramento City Attorney

By: _____
Deputy City Attorney

By: 

Gil Alvarado, SVP Finance &
Administration/CFO

Dated: 1/5/2022

Attachment 1 Authorized Activities

The Grantee shall use the ARP funds solely do the following.

The Grantee shall implement a program (the “Program”) which shall include the Authorized Activities described in Attachment 1a (Youth PopUp Program Activities & Outcomes Table), that are led by community-based partner organizations (these organizations are collectively referred to as the “PopUp Network”) and youth leaders. The Program shall be consistent with the City’s Citywide Youth Development Plan (Attachment 1b) and shall be implemented in the City’s disproportionately impacted Priority Neighborhoods (Attachment 1c) located in Qualified Census Tracts.

1. Authorized Activities also includes:

- (a) As described in Attachment 1a and Attachment 1d (Youth PopUp Program Evaluation Methodology), identifying the evidence base for the Program that supports the Program’s efficacy at achieving the outcomes identified in section 1(b) (e.g., studies conducted on the proposed program with positive findings on one or more of the intended outcomes); and
- (b) Evaluating the efficacy of the proposed program at achieving the intended outcomes.

2. The City shall provide the Grantee with reporting templates and the Grantee shall document and report the following information to assist the City in measuring the effectiveness and outcomes of the Program and the Grantee’s performance under this agreement, including but not limited to:

- (a) Brief description of Grantee’s approach to ensuring that aid is provided to individuals or households suffering from the negative economic impacts of COVID-19;
- (b) Detailed description of the geographic and demographic distribution of funding, including whether it was provided to traditionally marginalized communities or populations with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups;
- (c) Qualitative and quantitative data on how Grantee achieved or promoted equitable outcomes and progress toward equity goals (the City shall provide the Grantee with

the required demographic questions and reporting templates) including but not be limited to:

- (d) Number of Program funded projects, programs, and initiatives that contribute toward the intended outcomes outlined above;
- (e) Number of full-time equivalent employees supported with funding under this agreement;
- (f) Number of partnerships facilitated or established to enhance COVID-19 collaborative efforts;
- (g) Amount of funding, staffing, and other resources leveraged through partnerships;
- (h) Number of individuals and households participating in Program-funded project and programmatic strategies, practices, and interventions; and
- (i) Number of Program-funded strategies, practices, and interventions addressing individual-, community-, and system-level outcomes.

|

**Attachment 1a
Youth PopUp Program Activities Timeline & Outcomes Table**

<p>Lead Agency: Grantee; PopUp Network Partners/subcontractors: 21 Reasons, Always Knocking, Boys and Girls Club of Greater Sacramento, Brother 2 Brother, Liberty Towers, Daughters of Zion Enterpryze, Greater Sacramento Urban League, Hmong Youth and Parents United, Improve Your Tomorrow, lu-Mien Community Services, La Familia Counseling Center, Latino Leadership Council, Inc., Mutual Assistance Network, ReIMAGINE Mack Road, Roberts Family Development Center, Rose Family Creative Empowerment Center, Sacramento LGBT Community Center, Self-Awareness and Recovery, Sojourner Truth Museum, Stanford Settlement, Sol Collective, South Sacramento Christian Center, The Village Advocate, and Voice of The Youth; Training Partners/subcontractors: Youth Forward, Inc., Sol Collective</p>						
Program Goal(s)	Program Objective(s)	Authorized Activities	Partner Responsible for Activity	Activity Timeline	Outcomes	Evaluation Method
Increase safe spaces in Priority Neighborhoods (Attachment 1c) for youth to engage in positive, pro-social activities with their peers and positive youth development professionals	Provide weekly Youth PopUp events across the City in Priority Neighborhoods	<ol style="list-style-type: none"> Organize and host at least 240 in-person or virtual PopUp events (2 PopUps per month in each of the 23 Priority Neighborhoods) that engage a combined total of 5,000 youth participants ages 12-24 from January 2022 – June 2022 that include one or more of the following activities: educational workshops and trainings, recreation activities, games, social activities, arts and crafts, music, or guest speakers. Recruit new youth from Priority Neighborhoods to participate in PopUp activities month-over-month. Maintain a minimum of 1-15 ratio of adults to youth at PopUp events. Each PopUp partner agency will develop and implement an in-person and virtual safety plan. 	<ol style="list-style-type: none"> PopUp Network PopUp Network PopUp Network PopUp Network PopUp Network Lead Agency 	<ol style="list-style-type: none"> 1/2022 – 6/2022 1/2022 – 6/2022 1/2022 – 6/2022 1/2022 – 6/2022 1/2022 – 6/2022 1/2022 – 6/2022 	<ul style="list-style-type: none"> At least 95% of youth participants must report they learned something new At least 95% of youth participants must report a new connection to an adult they can go to for resources or help At least 95% of youth participants must report a greater feeling of safety and well-being 	<ul style="list-style-type: none"> Participant enrollment/sign-up sheets at PopUp events Participant surveys Staffing information from partner organizations operating PopUps. Weekly list of PopUp event and activity locations

		<ol style="list-style-type: none"> 5. Provide a healthy meal or snack to youth participants at in-person PopUp events. 6. Collaborate with the City to identify relevant partnership opportunities, avoid duplication of efforts including geographically, and leverage opportunities and resources where applicable. 				
Increase college/career readiness opportunities for youth including paid work-based learning, work-readiness, and on-the-job experiences	Employ youth to coordinate PopUp activities, provide peer/near-peer mentoring at PopUp events, and develop media projects to promote the PopUp Program	<ol style="list-style-type: none"> 1. Each PopUp Network partner (24) will employ at least (1) youth (ages 14-25) from Priority Neighborhoods as peer/near-peer mentors who will staff PopUp events for min of 6 months. Youth staff will be provided ongoing coaching including monthly group meetings with Adult Allies. <ol style="list-style-type: none"> a) Youth staff will be provided one learning session per month such as resume building, interview skills, and workplace communication to gain career development support 2. Recruit 24 youth, ages 12-24, from Priority Neighborhoods for a six-week, paid work-based learning media project where youth participants will: <ol style="list-style-type: none"> a) Learn about different methods of multi-media messaging. b) Develop individual media projects to address neighborhood issues exacerbated by COVID-19 and to promote the PopUp Program. 	<ol style="list-style-type: none"> 1. PopUp Network <ol style="list-style-type: none"> 1a. PopUp Network 2. Sol Collective 2a. Sol Collective 2b. Sol Collective 	<ol style="list-style-type: none"> 1. 1/2022– 6/2022 2. 1/2022– 6/2022 	<ul style="list-style-type: none"> • At least 95 % of youth staff report increased college/career readiness (i.e critical thinking, time management, problem solving, conflict resolution, teamwork, technological skills) • At least 95% of youth report learning new media skills. 	<ul style="list-style-type: none"> • Participant surveys • Staffing information from partner organizations operating • PopUp Participant surveys. • Completed media project presented and/or displayed.

<p>Increase access to mental health resources for youth and their families</p>	<p>Provide youth PopUp participants with peer/near-peer mentors</p>	<p>I. Staff PopUp events with trained adult allies and youth peer/near peer mentors who are knowledgeable about local mental health services and resources and trained on positive youth development practices and mental wellness tools, to engage, support and respond to youth participants needs. a) Provide the PopUp Network, including youth staff, with five one-hour training sessions which include the following topics: power of relationships in healing, white supremacy, trauma, ACES, stress management, and befriending your inner criticism. These sessions will provide resources addressing youth trauma, self-care, mental health, and wellness</p>	<p>1. PopUp Network 1.a. Youth Forward</p>	<p>1. 1/2022– 6/2022 1.a Monthly across timeline</p>	<ul style="list-style-type: none"> • 100% of staff report they are prepared to support their peers and other youth. • 85% of participants report that they are better able to express their emotions. • 85% of participants report that they know what they can do for themselves when feeling sad. • 85% of network staff and participants report it is easier to talk about mental health and wellness with others. • 100% of network staff who attend, report learning something new from the monthly trainings • At least 95% of youth participants report a new connection to an adult they can go to for resources or help 	<ul style="list-style-type: none"> • Youth peer/near-peer staff surveys • Adult staff surveys • Participant surveys
<p>Address COVID-19 health related needs of youth and their families</p>	<p>For youth participants and their families: 1. Increase access to resources, tips and tools to address social anxiety, and</p>	<p>I. Host mandatory one training session per month to provide mental health resources for PopUp network which include the following topics: power of relationships in healing, white supremacy, trauma, ACES, stress management, and befriending your inner criticism.</p>	<p>1. Youth Forward, Inc. 2. PopUp Network</p>	<p>1. 1/2022 – 6/2022 2. 1/2022 - 6/2022</p>	<ul style="list-style-type: none"> • 100% of network staff who attend, report learning something new or gained further knowledge from the monthly trainings 	<ul style="list-style-type: none"> • Staffing information from PopUp Network

	<p>mental health support</p> <p>2. Increase access to COVID-19 vaccination and testing sites</p>	<p>2. PopUp network required to provide vaccination and testing sites resources at their PopUps events</p>				
<p>Increase access to social services and resources to address the needs of youth participants and their families that were caused or exacerbated by COVID-19</p>	<p>Facilitate a PopUp partner referral network</p>	<p>1. Make referrals across the PopUp Network, and Network member's broader networks, when youth participants identify needs related to domestic violence, drug use, gang involvement, food insecurity, housing insecurity or basic social, emotional, or physical health needs.</p>	<p>1. PopUp Network</p>	<p>1. 1/2022 – 6/2022</p>	<ul style="list-style-type: none"> • PopUp Network make at least 350 youth referrals 	<ul style="list-style-type: none"> • Referral tracking forms from PopUp Network

Attachment 1b Citywide Youth Development Plan

CITY OF SACRAMENTO

CITYWIDE YOUTH DEVELOPMENT PLAN

VISION

All Sacramento children and youth are valued and reach their fullest potential.

MISSION

The City of Sacramento leads collaboratively to provide systemic and sustainable investments and opportunities, harnessing collective assets to champion intentional and equitable pathways for young people to succeed.

VALUES STATEMENT

- **Youth Voice:** We honor the youth's statement, "Nothing about us without us."
- **Elimination of Systemic Barriers:** We believe it is our responsibility to actively seek ways to break systemic barriers so that youth have access and ability to fully utilize resources and supports.
- **Cultural Humility:** We commit to acknowledging our individual and institutional biases, accepting that there are gaps in our knowledge, and being open to new ideas.
- **Mutual Respect:** We build relationships through developing a culture of mutual respect and inclusivity.
- **Integrity:** We believe in conducting our work in an honest, moral, ethical, and accountable manner.
- **Innovation:** The status quo is unacceptable if it is not improving the lives of Sacramento children and youth, and thus, we call for thinking outside of the box to better support Sacramento's youngest residents.
- **Courage:** We believe that having the audacity to take risks, stand up for what is right, and address the most challenging situations is unquestionable.

GOALS: Through its own programs and strategic partnerships, the City of Sacramento will strive to achieve the following goals.

- Contribute to the healthy development of **children ages 0-5** so that they are prepared for school;
- Provide resources, support, and connection to effective programs and services that lead to **success in education**;
- Build **21st century skills** including leadership, workforce development, life, resiliency, and social-emotional skills;
- Provide opportunities for young people to become **active and engaged community members**;
- Create a **safe environment**, both physically and emotionally, in all settings, honoring culture and community;
- Promote **equity, justice, and accountability** with a concerted application of resources toward those youth in greatest need;
- Empower **families** to engage in their children's healthy development; and
- Implement the **youth development framework** in all program design, operations, and evaluation.



CITY OF SACRAMENTO

CITYWIDE YOUTH DEVELOPMENT PLAN

PROPOSED FRAMEWORK FOR CHILDREN & YOUTH PROGRAMS

When designing, implementing, and evaluating its children and youth programs, the City of Sacramento will strive to offer all young people, regardless of background, the highest-quality youth development experiences. To ensure these experiences result in positive outcomes, the City and its partners will provide youth with research-based supports and opportunities that integrate a set of social justice principles, aligning with the City's core values, into staff, program delivery, and organizational/institutional practices.

Social Justice Principles

- Analyze Power in Social Relationships
- Promote Systemic Social Change
- Make Identity Central
- Encourage Collective Action
- Embrace Youth Culture



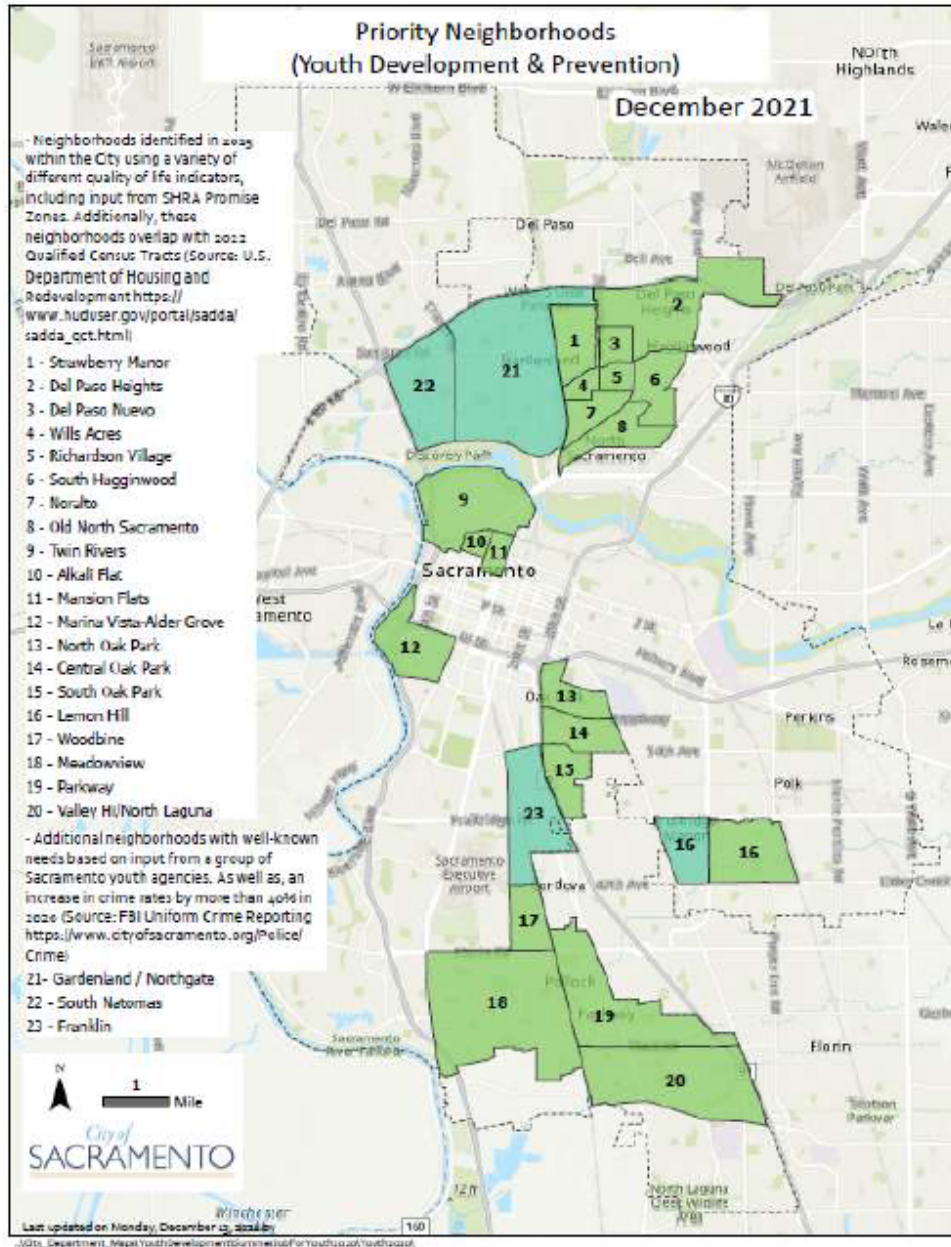
Supports and Opportunities

- | | |
|---|--|
| Safety <ul style="list-style-type: none">• Emotional• Physical• Cultural | Youth Participation <ul style="list-style-type: none">• Input and decision making• Opportunities for leadership• Sense of belonging |
| Relationship-Building <ul style="list-style-type: none">• With adults• With peers | Community Involvement <ul style="list-style-type: none">• Ability to impact community |
| Skill-Building <ul style="list-style-type: none">• Challenging• Interesting• Leading to growth and mastery | |



Page 4 of 4

Attachment 1c Priority Neighborhoods Map



Attachment 1d Youth PopUp Program Evaluation Methodology



Youth Pop-Up Program Evaluation Methodology

Project: Youth Pop-Up Program

Timeline: 01/2022 – 06/2022

Overview:

Data collection tools and agency progress report frameworks will be adapted from existing materials used for the CARES Act-funded Pop-Up program administered by Sierra Health Foundation. Partner agencies have received training and support from Sierra Health Foundation on using the data collection tools. The data collection tools used to compile data for the end-of-term report include self-reported agency-level participant and activity reports, pop-up event impact surveys, and youth staff surveys to gauge increased college and career readiness because of employment. Surveys are administered through a web link, and agency-level participant and activity reports are submitted through an online data collection tool. Specific goals for each area are identified in the service contract. Sierra Health Foundation will assess outcomes and overall impact using rigorous evaluation methods by an external evaluator. An end of project report will assess progress in each goal area and is organized into six sections:

- Youth Served by the Project
- Pop-Up Activities and Participants
- Youth Staff/Peer Mentors
- Resources and Referrals
- Successes and Challenges
- Project Summary

**Attachment 2
Budget**

Applicant Agency:	Sierra Health Foundation- Center for Health Program Management (The Center)
Program Name:	Sacramento Youth PopUps
Programmatic Period:	01/01/2022-06/30/2022

Budget Line Item	City of Sacramento Grant Amount	Other Sources of Support		Total Program Budget	Budget Justification & Notes: Provide a clear and concise justification for each line item to correspond with the amount indicated in column C and/or notes to correspond with columns D-E.
		Cash	In-Kind		
I. DIRECT COSTS - PERSONNEL					
					Salary Calculation Note: Salaries are listed below are annual, but the program operates for six months and therefore calculations are for half the annual amount at the FTE percentage.
					Director of Community Economic Development: \$4,900 (\$140,000 @ 0.07 FTE). The Director of Community Economic Development oversees the implementation of program and reporting responsibilities of the grant. Responsible for attending all necessary meetings with City of Sacramento staff, review and submission of reporting requirements, ensuring program activities are successfully completed. Also reviews community partner applications to be part of the PopUp program.
					Senior Program Associate: \$18,250 (\$75,000 @ 0.50 FTE). The Senior Program Associate is responsible for daily oversight and coordination of the program, working directly with the community partners to ensure PopUp activities are following established requirements. Senior Program Associate also sends out and reviews PopUp partner applications, coordinates monthly collaborative meeting, prepares reports, and oversees training.
					Evaluation Associate: \$5,625 (\$75,000 @ 0.15 FTE). Responsible implementing a data collection model, reviewing data submissions of PopUp partners, assimilating the data collected into a readable format. The Evaluation Associate will also work with the external evaluator.
					Communications Associate: \$5,625 (\$75,000 @ 0.15 FTE). The Communications Associate is responsible for any media items related to the PopUp program, operation of website, establishing standard social media messaging, and overseeing the media project providing youth with workforce experience.
Total Direct Service Staff Salaries	\$ 40,025			\$ 40,025	Fiscal Associate: \$5,625 (\$75,000 @ 0.15 FTE). The Fiscal Associate is responsible for all fiscal
Total Direct Service Staff Fringe & Benefits	\$ 12,007			\$ 12,007	Fringe & Benefits: \$12,007 (\$40,025 x 30%). Calculated at 30% of total salary.
II. DIRECT COSTS - OTHER					
Total Equipment/Furniture				\$ -	
Total Facility Rental				\$ -	
Total Food				\$ -	
Total General Office Supplies	\$ 1,000			\$ 1,000	General Office Supplies: \$1,000. General office supplies are required for the operation of the PopUp program and include, but are not limited to, paper, printer ink, pens and pencils.
Total Participant Incentives				\$ -	
Total Program Supplies	\$ 9,000			\$ 9,000	Program Supplies: \$9,000. The PopUp program will purchase shirts for staff and attendees, to be handed out by the 24 PopUp partner organizations at events.
Total Staff Training	\$ 6,405			\$ 6,405	Staff Training: \$6,405. As allowed, trainings and monthly collaborative meetings will be held in-person. Expenses are for an average of 35 attendees per meeting
Total Telephone/Internet/Communications				\$ -	
Total Travel/Transportation				\$ -	
III. YOUTH WAGES AND STIPENDS					
Total Youth Wages				\$ -	
Total Youth Wages Fringe				\$ -	
Total Youth Stipends				\$ -	

					Indirect: \$2,463 @ 10% of cost to cover non-programmatic items, including but not limited to: financial invoicing and record keeping, insurance and occupancy. Indirect Includes Administrative personnel necessary to support and perform fiscal oversight for the program, audit and compliance services, interest, legal fees, insurance, depreciation, repairs and maintenance, and computer services. The costs are as follows: Administrative Personnel: \$32,065. Includes Senior Vice President of Finance and Administration and CFO, Director of Accounting and Administration, and Accounting Contracts and Payable staff, to support development of 26 subcontracts that meet federal requirements, review and implementation of all recommended legal and financial items related to federal contracts, payments to all subcontracted organizations. Audit and Compliance Services: \$41,000. The Center contracts with Moss Adams to develop all federal compliance items for each contract, including fiscal review, subcontract invoice development, and Federal Risk Assessments. Legal Fees: \$32,000. The Center uses Murphy Austin Adams Schoenfeld LLP to review all contracts and develop subcontracts that meet federal compliance requirements. Insurance: \$4,000. Cost of general liability insurance required.
Total Administrative/Indirect Costs	\$	118,065		\$	118,065
V. SUBCONTRACTORS - COMPLETE Y1 SUBCONTRACTORS SHEET					
Total Subcontractors	\$	1,098,498		\$	1,098,498
Subcontractors include PopUp providers, training organization, media development					
VI. PROGRAM EVALUATION					
Total Program Evaluation	\$	15,000		\$	15,000
External Evaluator: As required, The Center will hire an external evaluator to monitor the performance of the PopUp program and provide reports.					
VII. OTHER					
Total Other				\$	-
TOTAL EXPENSES	\$	1,300,000	\$	-	\$ -
				\$	1,300,000

TOTAL SUBCONTRACTORS: \$ 1,098,498 MUST EQUAL AMOUNT IN CELL C30

Subcontractor #1 21Reasons			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/ INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$	42,000	

Subcontractor #2 Always Knocking			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/ INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$	42,000	

Subcontractor #3 Boys and Girls Club of Sacramento			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/ INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$	42,000	

Subcontractor #4 Brother 2 Brother			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/ INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$	42,000	

Subcontractor #5 Church of Nazarene (Liberty Towers)			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/ INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$	42,000	

Subcontractor #6 Daughters of Zion Enterprise			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/ INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$	42,000	

Subcontractor #7 Greater Sacramento Urban League			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/ INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$	42,000	

Subcontractor Budget Justification

There are 26 subcontracted partners that provide three items: PopUp activities, media workforce development, behavioral health training.

Each has standard requirements as listed below:
 PopUp Partners: 24 subcontractors @ \$ 1,000,000. PopUp subcontracted partners are required to have the following staff:
 Coordinator: Responsible for coordination of two monthly PopUp activities, ensuring outreach targets youth from priority neighborhoods, staff are trained, activities follow safety standards, attendance as monthly collaborative meetings, data is submitted in a timely manner, flyers are submitted for each event, all reports are submitted as required.
 Specialist: Responsible for working the PopUp activities, providing mentorship and any necessary case-management, supporting the coordination and outreach of the activities.
 Two Youth (under 22) Staff: Youth staff are unemployed residents of priority neighborhoods that gain valuable work experience through the PopUp program. Responsibilities include supporting the development, outreach and implementation of each PopUp activity, working at the PopUp activity, attending standardized trainings about career development.

Media Workforce Development: The Freedom Bound Center (Sol Collective). Responsible for development of two media training activities, eight to ten weeks each, for 36 high school aged youth. Trainings include learning about different media mediums, introduction to career paths in media, and development of two group media projects. Budget includes: Youth Stipends: \$36,000 youth stipends (36 youth X \$100 per youth per week X 10 weeks). Youth will participate in workforce training on media.
 Four Media Staff: \$12,360 (4 Media staff @ \$19.31 X 160 hours). Staff coordinate the Media Workforce Development program, conduct training, support the group media project.
 Media Medium Equipment: \$9,277. Estimated cost for equipment needed for training and group media project. Amount may adjust based on youth group media project.
 Indirect: \$5,765 @ 10% of cost to cover non-programmatic items, including but not limited to: payment processing, financial invoicing and record keeping, insurance and occupancy.

Behavioral Health Training: Youth Forward
 Responsible for behavioral health training to the PopUp staff to assist in supporting youth that have been emotionally impacted by the COVID-19 pandemic. Youth Forward will provide four, one-hour trainings at the monthly collaborative meetings. Budget includes:
 Project coordinator: \$8,623 (\$52,260.00 @ 0.33 FTE for 6 months). Responsible for coordination of trainings, surveys, reporting and following up items for PopUp subcontractors.
 Executive Director: \$7,035 (\$140,700 @ 0.1 FTE for 6 months). Oversight of trainings, attendance at required meetings, review of all materials.
 Speakers: \$5,050. Payment for five speakers to conduct one-hour behavioral health trainings to PopUp subcontractor staff.
 Indirect: \$2,463 @ 10% of cost to cover non-programmatic items, including but not limited to: financial invoicing and record keeping, insurance and occupancy.

Subcontractor #8 Among Youth and Parents United			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$ 42,000		

Subcontractor #9 Improve Your Tomorrow			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$ 42,000		

Subcontractor #10 Ju-Mien Community Services			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits	19000	Coordinator, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 25 participants at each activity.
II. OTHER COSTS	8273	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	2727	Indirect @ 10%	
EXPENSES	\$ 30,000		

Subcontractor #11 La Familia Counseling Center			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits	23500	Coordinator, 1 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 35 participants at each activity.
II. OTHER COSTS	9228	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3272	Indirect @ 10%	
EXPENSES	\$ 36,000		

Subcontractor #12 Latino Leadership Council, Inc			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits	19000	Coordinator, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 25 participants at each activity.
II. OTHER COSTS	8273	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	2727	Indirect @ 10%	
EXPENSES	\$ 30,000		

Subcontractor #13 Mutual Assistance Network			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$ 42,000		

Subcontractor #14 ReIMAGINE Mack Road			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	
EXPENSES	\$ 42,000		

Subcontractor #15 Roberts Family Development Center			
	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits	50000	2 Coordinator, 4 Specialist, 4 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	26364	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	7636	Indirect @ 10%	

EXPENSES	\$	84,000
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Subcontractor #16 Rose Family Creative Empowerment Center

	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	

EXPENSES	\$	42,000
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Subcontractor #17 Sacramento LGBT Community Center

	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	

EXPENSES	\$	42,000
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Subcontractor #18 Sacramento South Christian Center

	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	

EXPENSES	\$	42,000
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Subcontractor #19 Self Awareness and Recovery

	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	

EXPENSES	\$	42,000
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Subcontractor #20 Sojourner Truth Museum

	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	

EXPENSES	\$	42,000
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Subcontractor #21 Stanford Settlement, Inc

	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	19000	Coordinator, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 25 participants at each activity.
II. OTHER COSTS	8273	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	2727	Indirect @ 10%	

EXPENSES	\$	30,000
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Subcontractor #22 The Freedom Bound Center (Sol Collective)

	City of Sacramento Grant	Budget Notes	Description of Services
& Fringe Benefits)	25000	Coordinator, 2 Specialist, 2 Youth (under 22) Staff	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	

EXPENSES	\$	42,000
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Subcontractor #23 The Village Advocates

City of Sacramento Grant	Budget Notes	Description of Services
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I. Fringe Benefits	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	

EXPENSES	\$	42,000
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Subcontractor #24 Voice of the Youth

	City of Sacramento Grant	Budget Notes	Description of Services
I. Fringe Benefits	25000	Coordinator, 2 Specialist, 2 Youth (under 22) St	To provide youth PopUp activities twice per month with a minimum of 50 participants at each activity.
II. OTHER COSTS	13182	PopUp location, activity fees	
III. ADMINISTRATIVE/INDIRECT COSTS	3818	Indirect @ 10%	

EXPENSES	\$	42,000
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Subcontractor #25 Youth Forward

	City of Sacramento Grant	Budget Notes	Description of Services
I. Fringe Benefits	19585	58,623	Provide 5 mental health trainings to PopUp Staff, aiding the support of youth with anxiety or behavioral concerns due to COVID.
II. OTHER COSTS	5050	Speaker Fee	
III. ADMINISTRATIVE/INDIRECT COSTS	2463	Indirect @ 10%	

EXPENSES	\$	27,098
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Subcontractor #26 The Freedom Bound Center (Sol Collective)

	City of Sacramento Grant	Budget Notes	Description of Services
I. Fringe Benefits	48360	4 Media Staff, \$38,400 youth stipends (\$100 p	
II. OTHER COSTS	9277	Media medium equipment	
INDIRECT COSTS	5763	Indirect @ 10%	

EXPENSES	\$	63,400
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Attachment 3

Assurances of Compliance with Civil Rights Requirements

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated in this attachment 3. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's programs funded under this Agreement.

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 title 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). The 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, the 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 term of this agreement.

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 contract 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 recipients 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 contract (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 contract 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. 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 City 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 City if Grantee has received no complaints under Title VI.

9. In its monthly reporting, Grantee must provide documentation of any determination by an administrative agency or court finding non-compliance with Title VI and Grantee's 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 to the City. In the absence of such disclosures, Grantee is certifying that it has not been the subject of any court or administrative agency finding of discrimination.

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 agreement. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-grantees.

11. The United States of America has the right to seek judicial enforcement of the terms of this attachment 3, and nothing in this agreement alters or limits the federal enforcement measures that the United States may take in order to address violations of this agreement or applicable federal law.

Attachment 4
Schedule of Federal Funds

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Date	Federal Awarding Agency	Funding Amount
Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	3/11/2021	U.S. Department of the Treasury	\$1,300,000.

Motion No. 2022-0024 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Services Agreement with Runyon Saltzman, Inc. for COVID-19 Vaccination Marketing and Public Awareness Campaign

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Services Agreement with Runyon Saltzman, Inc. for COVID-19 Vaccination Marketing and Public Awareness Campaign

File ID: 2022-00117

Location: Citywide

Action: Moved/Seconded: Member Ashby / Member Schenirer.

Yes: Members Angelique Ashby, Eric Guerra, Jeff Harris, Rick Jennings, Jay Schenirer, Katie Valenzuela, Mai Vang, and Mayor Darrell Steinberg.

No: Member Sean Loloee.

Action: Passed **Motion No. 2022-0024** authorizing the City Manager or the City Manager's designee to execute a professional services agreement not to exceed \$1,000,000 with Runyon Saltzman, Inc. for services related to COVID-19 vaccination marketing and public awareness.

Contact: Michael Jasso, Assistant City Manager, (916) 808-1380, mjasso@cityofsacramento.org; Tim Swanson, Media and Communications Manager, (916) 808-7212, tswanson@cityofsacramento.org, Office of the City Manager; Lynette Hall, Community Engagement Manager, (916) 808-4351, lhall@cityofsacramento.org, City Manager's Office of Innovation and Economic Development

Source: Draft Minutes for the January 18, 2022 City Council Meeting.

Motion No. 2022-0050 City Council COVID-19 Response: ARPA Framework and Funding Priorities: City Manager Authority to Execute American Rescue Plan Act Grant Agreements for Small Business Priorities

City Council COVID-19 Response: ARPA Framework and Funding Priorities: City Manager Authority to Execute American Rescue Plan Act Grant Agreements for Small Business Priorities

File ID: 2022-00166

Location: Citywide

Action: Passed **Motion No. 2022-0050:** 1) authorizing the City Manager or the City Manager's designee to execute an ARPA Reinvestment Fund Grant Agreement in an amount not to exceed \$635,000 with Midtown Sacramento PBID Corporation for Clean and Safe activities; and 2) authorizing the City Manager or the City Manager's designee to execute an American Rescue Plan Act Grant Agreement in an amount not to exceed \$186,420 with Capitol State District for Clean and Safe activities.

Contact: Leslie Fritzsche, Economic Investment Manager, (916) 808-5450, lfritzsche@cityofsacramento.org; Denise Malvetti, Interim Deputy Director (916) 808-7064, dmalvetti@cityofsacramento.org; Office of Innovation and Economic Development

Source: Draft Minutes for the February 8, 2022 City Council Meeting.

Motion No. 2022-0055 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Arts and Creative Economy Funding Allocation and Framework

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Arts and Creative Economy Funding Allocation and Framework

File ID: 2022-00021

Location: Citywide

Action: Passed **Motion No. 2022-0055 continuing to March 1, 2022**, a Resolution: 1) establishing the Arts and Creative Economy Program (I17609000) as a new Multi-Year Operating Project; 2) authorizing the City Manager or the City Manager's designee to transfer \$10,000,000 from the available fund balance of the American Rescue Plan Act (ARPA) Reinvestment Fund (Fund 1003) to the expenditure budget of the Arts and Creative Economy Program (I17609000); and 3) approving the amended Arts and Creative Economy Framework.

Contact: Mannylyn Timoteo, Administrative Analyst, (916) 808-3982, mtimoteo@cityofsacramento.org; Megan Van Voorhis, Cultural and Creative Economy Manager, (916) 808-5979, mvanvoorhis@cityofsacramento.org; Jody Ulich, Director, (916) 808-5105, julich@cityofsacramento.org, Convention and Cultural Services

Source: Draft Minutes for the February 15, 2022 City Council Meeting.

RESOLUTION NO. 2022-0064

Adopted by the Sacramento City Council

March 1, 2022

American Rescue Plan Act (ARPA) Framework and Funding Priorities: Arts and Creative Economy Funding Allocation and Framework

BACKGROUND

- A. Along with other states and local agencies across the country, the City of Sacramento has, and continues to face extraordinary challenges during the fiscal year because of the COVID-19 pandemic.
- B. The American Rescue Plan Act (ARPA) was established in March 2021 to help in responding to ongoing COVID-19 pandemic and public health emergency.
- C. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework.
- D. On October 19, 2021, City Council adopted Resolution No. 2021-0313 authorizing the City Manager or designee to accept \$112.2 million of ARPA funding from the United States Treasury and establish the ARPA Reinvestment Fund (Fund 1003) in order to assist with the recovery and reopening of the local economy resulting from the impacts of COVID-19.
- E. The Arts and Creative Economy Program will provide financial and technical assistance directly to support the arts, youth, tourism, and creative economy that has been devastated by the current pandemic.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Arts and Creative Economy Program (I17609000) is established as a new Multi-Year Operating Project.
- Section 2. The City Manager or the City Manager's designee is authorized to transfer \$10,000,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the Arts and Creative Economy Program (I17609000).

Section 3. The amended Arts and Creative Economy Framework is hereby approved.

Adopted by the City of Sacramento City Council on March 1, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2022.03.04 09:10:49
-08'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Motion No. 2022-0065 ARPA Framework and Funding Priorities: Supplemental Agreement: City Agreement No. PRC001357 with First Step Communities for Continued Emergency Shelter Response Operations

ARPA Framework and Funding Priorities: Supplemental Agreement: City Agreement No. PRC001357 with First Step Communities for Continued Emergency Shelter Response Operations (Two-Thirds Vote Required)

File ID: 2022-00356

Location: Citywide

Action: Passed **Motion No. 2022-0065:** 1) by two-thirds vote waiving the 10-day posting requirement for contracts over \$1 million under City Code section 4.04.020(C) and Council Rules of Procedure Chapter 7, Section E.2.d; and 2) authorizing the City Manager or City Manager's designee to execute Supplemental Agreement No. 5 with First Step Communities for an amount not to exceed \$2,240,290, bringing the total not to exceed amount to \$4,064,454.

Contact: Bridgette Dean, Director, 916-808-0597, bdean@cityofsacramento.org, Department of Community Response

Source: Draft Minutes for the March 1, 2022 City Council Meeting.

Resolution No. 2022-0065 Labor Agreements: Stationary Engineers Local 39, (Miscellaneous, Plant Operators, General Supervisory) Successor Labor Agreements/Memorandums of Understanding; Sacramento City Exempt Employees Association Successor Labor Agreement/Memorandum of Understanding; Stationary Engineers, Local 39 Letter of Understanding; and the Citywide Salary Schedule

RESOLUTION NO. 2022-0065

Adopted by the Sacramento City Council

March 1, 2022

Approving the Memorandums of Understanding between the City of Sacramento and the Stationary Engineers Local 39, (Miscellaneous, Plant Operators, and General Supervisory), the Memorandum of Understanding between the City of Sacramento and the Sacramento City Exempt Employees Association, the Letter of Understanding between the City of Sacramento and the Stationary Engineers, Local 39 Miscellaneous, and the Citywide Salary Schedule

BACKGROUND

- A. The 2019-2021 labor agreement between the City of Sacramento and the Stationary Engineers, Local 39 Miscellaneous (L39A) expired on June 18, 2021. The City entered into successor negotiations with L39A which represents employees in the Miscellaneous (Operations and Maintenance, Office and Technical, Professional Units (Representation Units 03, 16, 17). The negotiations resulted in a Memorandum of Understanding (MOU) expiring on September 22, 2023. The City has been informed by Payden Martin, Local 39 Business Agent, that ratification meetings were held, and that L39A Unit members successfully ratified the terms of the MOU.
- B. The 2019-2021 labor agreement between the City of Sacramento and the Stationary Engineers, Local 39 Plant Operators (L39B) expired on June 18, 2021. The City entered into successor negotiations with L39B which represents employees in the Plant Operators Unit (Representation Unit 04). The negotiations resulted in a Memorandum of Understanding (MOU) expiring on December 29, 2023. The City has been informed by Scherita V. Adams, Local 39 Business Agent, that ratification meetings were held, and that L39B Unit members successfully ratified the terms of the MOU.
- C. The 2019-2021 labor agreement between the City of Sacramento and the Stationary Engineers, Local 39 General Supervisory (L39C) expired on June 18, 2021. The City entered into successor negotiations with L39C which represents employees in the General Supervisory Unit (Representation Unit 15). The negotiations resulted in a Memorandum of Understanding (MOU) expiring on September 22, 2023. The City has been informed by Brandy Johnson, Local 39 Business Agent, that ratification meetings were held, and that L39C Unit members successfully ratified the terms of the MOU.
- D. The 2018-2020 labor agreement between the City of Sacramento and the Sacramento City Exempt Employees Association (SCXEA) expired on June 19, 2020. The City entered into successor negotiations with SCXEA which represents employees in the Exempt Management, Confidential/Administrative, and Exempt Management Support

Units (Representation Units 01,10, 14). The negotiations resulted in a Memorandum of Understanding (MOU) expiring on September 22, 2023. The City has been informed by Jason Jasmine, Chief Negotiator, that ratification meetings were held, and that SCXEA Unit members successfully ratified the terms of the MOU.

- E. The City of Sacramento and the Stationary Engineers, Local 39 Miscellaneous (L39A) met and conferred regarding equity adjustments for the Department Systems Specialist I, II; GIS Specialist I, II, III; IT Support Specialist I, II; IT Trainee ; Media Production Specialist I, II; Senior Department Systems Specialist; Senior IT Support Specialist; Senior Telecommunications Technician; Telecommunications Technician I, II, classifications to address significant recruitment and retention issues in those classifications. The negotiations resulted in a Letter of Understanding (LOU).
- F. The California Code of Regulations requires that the City Council adopt the City's salary schedules at a public meeting (2 CCR § 570.5). This obligation arises whenever salary ranges are changed.
- G. These publicly adopted rates are used by California Public Employees' Retirement System (CalPERS) to determine the appropriate compensation earnable for each City employee when calculating their pension benefit.
- H. The salary schedules attached to this Resolution as Exhibit F are posted to ensure that salary ranges are transparent and publicly available.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The MOU with L39A attached to this Resolution as Exhibit A is approved.
- Section 2. The MOU with L39B attached to this Resolution as Exhibit B is approved.
- Section 3. The MOU with L39C attached to this Resolution as Exhibit C is approved.
- Section 4. The MOU with SCXEA attached to this Resolution as Exhibit D is approved.
- Section 5. The LOU with L39A attached to this Resolution as Exhibit E is approved.
- Section 6. The salary schedule attached to this Resolution as Exhibit F is adopted.
- Section 7. The City Manager is authorized to make minor changes or adjustments to Exhibits A through F to correct omissions and errors.
- Section 8. Exhibits A through F are part of this resolution.

Section 9. The City Manager is authorized to amend the FY2021/22 Approved Budget as necessary to implement the terms of the agreements.

Table of Contents:

- Exhibit A – L39A MOU
- Exhibit B – L39B MOU
- Exhibit C – L39C MOU
- Exhibit D – SCXEA MOU
- Exhibit E – L39A LOU
- Exhibit F – Salary Schedule

Adopted by the City of Sacramento City Council on March 1, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2022.03.08 10:20:41 -08'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Note: Due to space limitations, Exhibits A through F were not copied into the appendix.

Motion No. 2022-0090 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with the Sacramento Asian-Pacific Chamber of Commerce for the Sacramento Inclusive Economic Development Collaborative Small Business and Commercial Corridor Assistance Program

3. City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act Grant Agreement with the Sacramento Asian-Pacific Chamber of Commerce for the Sacramento Inclusive Economic Development Collaborative Small Business and Commercial Corridor Assistance Program [Published for 10-Day Review 03/10/2022]

File ID: 2022-00529

Location: Citywide

Action: Passed **Motion No. 2022-0090** authorizing the City Manager or the City Manager's designee to execute an ARPA Grant Agreement in an amount not to exceed \$2,818,000 with the Sacramento Asian-Pacific Chamber of Commerce for the Sacramento Inclusive Economic Development Collaborative (Sac IEDC) small business and commercial corridor assistance program.

Contact: Mikel Davila, Senior Development Project Manager, 916-808-8506, mdavila@cityofsacramento.org; Lorrie Lowry, Development Project Manager, 916-808-5448, lowry@cityofsacramento.org; Denise Malvetti, Interim Deputy Director, 916-808-7064, dmalvetti@cityofsacramento.org, City Manager's Office of Innovation and Economic Development

Source: Draft Minutes for the March 22, 2022 City Council Meeting.

RESOLUTION NO. 2022-0081

Adopted by Sacramento City Council

March 22, 2022

City of Festivals Citywide Special Event Support Grant Program Guidelines

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On May 19, 2021, the City received the first installment in the amount of \$56.1 million of ARPA funds. The second installment is expected to be 12 months later (May 2022).
- F. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- G. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework.
- H. On October 19, 2021, City Council approved an ARPA allocation of \$8.2 million for Small Business Priorities.

- I. The purpose of the City of Festivals Citywide Special Event Support Grant Program is to respond to the COVID-19 public health emergency and its negative economic impacts by building strong, healthy neighborhoods and communities through grants for special events held throughout the City of Sacramento.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City of Festivals Citywide Special Event Support Grant Program Guidelines attached as Exhibit A are hereby approved.

Section 2. Exhibit A is part of this Resolution.

Table of Contents:

Exhibit A - City of Festivals Citywide Special Event Support Grant Program Guidelines

Adopted by the City of Sacramento City Council on March 22, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2022.03.28 15:21:04
-07'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.



**City of Festivals
2022-2023
Citywide Special Event Support Program Guidelines**

I. The City of Festivals 2022-2023 Citywide Special Event Support Program (“Program”) is a grant program, made possible for a limited time by a federal allocation of funds to the City of Sacramento through the American Rescue Plan Act of 2021 (“ARPA”).

The primary purpose of the Program is to respond to the COVID-19 public health emergency and its negative economic impacts by building strong, healthy communities through investments in neighborhoods in the form of grants for special events held throughout the City of Sacramento. In addition, support for these events is intended to activate public spaces; enrich the lives of residents; encourage partnerships between organizations, members of the community and businesses; foster a vibrant and diverse community; and stimulate economic activity.

The Program will be consistent with the program guidelines of the existing City of Festivals Special Event Support Program with added guidelines that provide assistance city-wide to aid recovery from the negative effects of the COVID-19 pandemic. In addition to meeting the requirements for funding under ARPA, the specials event must be consistent with family-oriented themes entertainment, and activities; support arts and culture entertainment and activities; promote a healthier living environment; and enhance quality of life in the City of Sacramento.

The Program is intended both for new events and for events that are seeking to grow and enhance their offerings to increase attendance, community-wide impact and appeal.

Eligible Use of Grant Award: Grant funds may only be used to pay costs incurred in connection with the special event, including costs charged by the City including police services, bagged parking spaces, and permits; and other event costs such as private security, portable restrooms, and event fencing. See Attachment 1 for a complete list of eligible costs.

II. Special Event Support Grant Award Criteria

- A. Community Impact - examples include:
 - 1. Promote economic activity
 - 2. Revitalizes public space
 - 3. Provides access to healthy food
 - 4. Promotes improved health (e.g., health fair)
 - 5. Promotes social equity, inclusivity and neighborhood engagement
 - 6. Features family-oriented activities
 - 7. Promotes the rich history, heritage, amenities of Sacramento
 - 8. Supports the cultural and creative economy
 - 9. Encourages physical activity

- B. Community Involvement
 - 1. Use of community volunteers
 - 2. Business involvement and sponsorship
 - 3. Non-profit and community-based organization involvement

- C. Quality of Event Plan
 - 1. Marketing Plan
 - 2. Logistics Plan
 - 3. Financial Plan, which will include event budget and use of grant funds
 - 4. Past event success (Note: It is not a requirement that applicant has past event experience)

III. Program Parameters

- A. Applications will be accepted during a designated application period:
 - 1. 2022 Events:
Applications accepted April 15, 2022, through May 15, 2022, for events to be held between July 1, 2022- December 31, 2022.
 - 2. 2023 Events:
 - a. Applications accepted October 1, 2022, through October 31, 2022, for events to be held between January 1, 2023- April 30, 2023.
 - b. Applications accepted February 1, 2023, through February 28, 2023, for events to be held between May 1, 2023 - August 31, 2023.
 - c. Applications will be accepted May 1, 2023, through May 31, 2023, for events to be held between September 1, 2023 - December 31, 2023.

- B. Grant awards will be made in the following priority order:
 - 1. Public events with free admission will receive priority over ticketed events.

2. Events that build stronger neighborhoods through community investment and engagement.
 3. Events that stimulate participation from a wide and diverse audience.
 4. Events that promote economic activity.
 5. New event.
 6. Family-oriented event.
 7. Events that promote the cultural and creative environment of Sacramento.
- C. Additional information may be requested at any time during the screening process. Failure to provide requested information at any time during the application and screening process will result in rejection of the application for the funding cycle in which it was originally submitted.
 - D. Funding support for a special event may be revoked at any time if it is determined that the special event, as implemented, does not fit within the criteria of the Guidelines, or the applicant made a material misrepresentation in the application.
 - E. Maximum Grant Award under the program is \$7,500 per event.

IV. Application Process

All applicants must submit the appropriate documents during the designated online application period that coincides with the desired event dates to be considered for this Program. Applicants will be notified as to the status of their grant application after a panel review is completed. Notification will occur within 30 days from closing of application date. All applicants who are selected to receive a grant are required to sign the City's standard ARPA Reinvestment Fund grant agreement.

V. Post Event Review and Analysis

- A. The event applicant, if approved to receive funding and/or support from the City of Sacramento, must provide a detailed post event report within 30 days after the event for analysis by the City of Sacramento. Analysis elements include economic and/or social impact on the community, incident logs, financial summary with specifics on actual revenue and expenditures and the number of spectators attending the event.
- B. A review by City Staff will be performed to determine if and how the event met the event criteria established by the City of Sacramento.

VI. Program Guidelines may be amended by the City Manager, or his designee(s), to improve the Program's process, goals, and effectiveness.

ATTACHMENT 1

ELIGIBLE COSTS

Equipment (No labor)

- Generator
- Audio equipment
- Tables
- Chairs
- Tents
- Lighting
- Fencing
- Stage
- Children's entertainment equipment

City/County/Park Fees

- County health permit fee
- Park rental permit fee
- Event permit fee
- Entertainment permit fee
- ABC permit fee
- Fire Marshal permit fee

Parking

- Bagged meter fee
- Street closure fees

Security

- Police Officer
- Private Security

Trash and Waste Disposal

- Recycling bins
- Dumpsters
- Trash cans

Safety Gear

- Safety vests
- Safety equipment

Marketing

- Banners
- Printing
- Direct advertising

Motion No. 2022-0108 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Services Agreement with the Sacramento Asian Pacific Chamber of Commerce on Behalf of the Sacramento Inclusive Economic Development Collaborative for Small Business Utilization Program

6. City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Services Agreement with the Sacramento Asian Pacific Chamber of Commerce on Behalf of the Sacramento Inclusive Economic Development Collaborative for Small Business Utilization Program

File ID: 2022-00623

Location: Citywide

Action: Passed **Motion No. 2022-0108** authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement in an amount not to exceed \$682,000 with the Sacramento Asian-Pacific Chamber of Commerce for the Sacramento Inclusive Economic Development Collaborative (Sac IEDC) Small Business Utilization Program.

Contact: Denise Malvetti, Interim Deputy Director, (916) 808-7064, dmalvetti@cityofsacramento.org, City Manager's Office of Innovation and Economic Development; Michael Jasso, Assistant City Manager, (916) 808-1380, mjasso@cityofsacramento.org

Source: Draft Minutes for the April 5, 2022 City Council Meeting.

Resolution No. 2022-0102 City Council COVID-19 Response: American Rescue Plan Act (ARPA) Framework and Funding Priorities: Professional Services Agreement with Crowe LLP for American Rescue Plan Act Grant Liaison Consulting Services

RESOLUTION NO. 2022-0102

Adopted by the Sacramento City Council

April 19, 2022

**City Council COVID-19 Response: ARPA Framework and Funding Priorities:
Professional Services Agreement for Grant Liaison Consulting Services**

BACKGROUND

- A. Along with other state and local agencies across the country, the City of Sacramento has, and continues to face extraordinary challenges during the fiscal year as a result of the COVID-19 pandemic.
- B. The American Rescue Plan Act (ARPA) was established in March 2021 to help in responding to the ongoing COVID-19 pandemic and public health emergency.
- C. On September 14, 2021, City Council provided guidance and direction by adopting the City's ARPA Framework and Funding Priorities. This Framework prioritizes \$20 million toward Valuing our City Employees and Addressing Organizational Needs.
- D. On October 13, 2021, the City published Request for Proposals (RFP) number P22021011003 to competitively select a consultant team to aid the City's compliance with federal requirements and assist with the administration of its ARPA funds. Following a review process and evaluation of proposals submitted, the City identified Crowe LLP as the highest scoring proposer.
- E. On October 19, 2021, City Council adopted Resolution No. 2021-0313, which: authorized the City Manager or City Manager's designee to accept \$112.2 million of ARPA funding; established the ARPA Reinvestment Fund (Fund 1003); and allocated \$112.2 of ARPA funds to provide government services and budget the resulting available resources in the ARPA Reinvestment Fund.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1. The ARPA Grant Liaison Consulting Services Project (I02612060) is established as a new Multi-Year Operating Project.

Section 2. The City Manager or the City Manager’s designee is authorized to transfer \$530,490 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the ARPA Grant Liaison Consulting Services Project (I02612060).

Section 3. The City Manager or the City Manager’s designee is authorized to execute a Professional Services Agreement with Crowe LLP in an amount not to exceed \$530,490, in substantially the same form as attached to this Resolution as Exhibit A.

Table of Contents:

Exhibit A – Professional Services Agreement

Adopted by the City of Sacramento City Council on April 19, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2022.04.27 12:38:07
-07'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

RESOLUTION NO. 2022-0169

Adopted by the Sacramento City Council

June 14, 2022

ARPA Framework and Funding Priorities: Workforce Development Framework and Spending Plan

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The adopted Framework and Funding Priorities included an allocation of \$2.75 million for workforce development and training.

- G. The State of California allocated \$150M to the 13 largest cities in California for the Californians for All Youth Workforce grants. The City of Sacramento allocation is \$6,980,080.
- H. On February 15, 2022 as part of the 2021-2022 Mid-year budget discussions, the City Council allocated \$5M for youth workforce development.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Workforce Development Framework and Spending Plan attached as Exhibit A is approved.
- Section 2. The City Manager or the City Manager’s designee is authorized to transfer \$2,750,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the ARPA Youth and Workforce Training Project (I02612020).
- Section 3. The City Manager or the City Manager’s designee is authorized to execute the Californians for All: Youth Workforce grant agreement with the State of California in the amount of \$6,980,080 attached as Exhibit B.
- Section 4. The City Manager or the City Manager’s designee is authorized to increase the revenue and expenditure budgets in the ARPA Youth and Workforce Training Project (I02612020) by \$6,980,080 (Operating Grants, Fund 2702).
- Section 5. The City Manager or the City Manager’s designee is authorized to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests related to the Californians for All: Youth Workforce grant agreement with the State of California.
- Section 6. Exhibits A and B are part of this resolution.

Table of Contents

- Exhibit A – Workforce Development Framework and Spending Plan
- Exhibit B – Californians for All: Youth Workforce grant agreement


Adopted by the City of Sacramento City Council on June 14, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  07/12/2022

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Exhibit A

Workforce Development Framework	
Goal #1	Develop Pipeline Access for Our Most Economically Impacted Communities to In-Demand, Quality Jobs Aligned to the City's Scale-Up Strategy and the Prosperity Strategy CEDs
Goal #2	Build Capacity and Expand the Reach of Workforce Development Activities Deeper into Sacramento Neighborhoods Promoting Equity, Justice and Accountability In-Line with the City's DEI Goals and Priorities
Goal #3	Expand Outreach and Engagement to Employers, Incentivizing Connections and Hiring from City-Funded Workforce Training Programs, Leading to Quality Jobs, Retention and Career Advancement
Goal #4	Create a Balanced Portfolio of Workforce Programs that Includes: <ul style="list-style-type: none"> ▪ Seeding Innovative Programs/Providers (25%) ▪ Funding Programs/Providers with Proven Track Records (75%) that Train in High-Growth, High-Demand Industries and Sectors for the Sacramento Region
Goal #5	Ensure Funded Workforce Providers Incorporate Data Informed Strategies in the Design and Implementation of their Programs (utilizing Emsi/Burning Glass occupational data for Sacramento)
Workforce Spending Plan	
Funding Source	Program Goals
City's ARPA Workforce Allocation - \$2.75M	Target Population in Marginalized Neighborhoods and Communities that are: <ul style="list-style-type: none"> ▪ Unemployed/Under-Employed Adults ▪ Parents ▪ Families Services to Be Provided: <ul style="list-style-type: none"> ▪ Work Readiness, Remedial Education, Life Skills Training, Career Exploration, Career Exposure + Development ▪ Workforce Training in High-Growth/High-Wage Jobs + Careers ▪ Case-Management, Job Coaching, Job Development/Placement; Addressing Barriers to Employment ▪ Neighborhood Career Navigators ▪ Targeted Employer Engagement Initiative

Exhibit A

<p>CA State CaliforniansForAll (CFA) ARPA Youth Workforce Grant - \$6.98M</p>	<p>Target Populations in Marginalized Neighborhoods and Communities that are:</p> <ul style="list-style-type: none"> ▪ Young People Between ages 16-30 ▪ Prioritization to Foster Care Youth, ▪ Justice-Involved + Re-Entry Young People ▪ Immigrant and Refugee Young People <p>Services to Be Provided:</p> <ul style="list-style-type: none"> ▪ Wages for stipends and internships ▪ Workforce Readiness and Training into Public Sector Careers/Jobs ▪ Public Sector Pathway + Pipeline Development ▪ Internship + Job Placement Services in Public Jobs ▪ Wrap-Around Services: Case Management/Job Coaching/Addressing Barriers ▪ Community-Based Workforce Projects + Initiatives ▪ Coordination with City's Existing Youth Workforce/WBL Programs ▪ Clean + Green Career Pathways Development (coordination with targeted City departments)
<p>Mid-Yr. Allocation for Continued Youth Workforce Programming of CARES Workforce Recovery Portfolio - \$5M</p>	<p>Priority Population:</p> <ul style="list-style-type: none"> ▪ Young People Between ages 18-25 ▪ Prioritization to Foster care Youth, ▪ Justice-Involved + Re-Entry Young People ▪ Immigrant and Refugee Young People <p>Services to Be Provided:</p> <ul style="list-style-type: none"> ▪ Address Remedial Education Needs ▪ Work Readiness + Life Skills Training ▪ Career Exploration, Career Exposure and Development ▪ Workforce Training in High-Growth/High-Wage/High-Demand Jobs + Careers ▪ Introduction of New/Innovative Ways of Work: <ul style="list-style-type: none"> ○ Employee/Owner Co-Operatives ○ Social Enterprise Models/Strategies

Exhibit A

	<ul style="list-style-type: none">○ Social/Entrepreneurship Development▪ Intensive Case-Management, Job Coaching, Job Development, Job, or Internship (paid) Placements; Addressing Barriers to Employment <p>Additional Use of the Funds:</p> <ul style="list-style-type: none">▪ \$750K to #SacYouthWorks enhanced Summer 2022 programming▪ Allocation of \$300K for Capacity Building + Technical Assistance for Youth Workforce Providers to Stabilization Fund▪ Identify consultants to assist City staff on entire youth workforce portfolio▪ Merger and alignment of Thousand Strong Program to overall youth workforce portfolio
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SCO ID: 0650-JP1003

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER JP1003	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

OPR/California Volunteers

CONTRACTOR NAME

City of Sacramento

2. The term of this Agreement is:

START DATE

June 8, 2022

THROUGH END DATE

May 1, 2024

3. The maximum amount of this Agreement is:

\$6,980,080.00 or Six-Million, Nine-Hundred Eighty-Thousand, Eighty Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	Online
+ - Exhibit D	California Volunteers' Reporting Requirements, Invoicing, and Specific Requirements and Terms and Conditions	6

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/DLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Sacramento

CONTRACTOR BUSINESS ADDRESS 9151 Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Michael Jasso	TITLE Assistant City Manager		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

OPR/California Volunteers

CONTRACTING AGENCY ADDRESS 1400 10th Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Anthony Chavez	TITLE Director of Operations		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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Exhibit A Scope of Work

Section 1: Program Goal

What does your city hope to gain from this program/are there strategic goals this program can help your city meet?

The City of Sacramento will utilize the Californians for All Youth Workforce Development Grant to fortify career pathways into public sector and high-growth jobs, and institute a more cohesive youth workforce ecosystem that better aligns the efforts of public agencies, education systems, community-based organizations (CBOs), and employers within growing local industries.

This grant will support the City's efforts to develop public sector pathways including training youth to step into existing high-need positions and building out sustainable pre-apprenticeship and on-the-job training (OJT) programs that support long-term COVID-19 recovery and climate change mitigation goals. In addition to furthering pathways to public service, this funding will bolster regional capacity to connect youth to careers in high-growth sectors that pay sustainable wages by strengthening Sacramento's continuum of work-based learning and workforce development opportunities for youth and young adults ages 16-30.

Section 2: Program Design

Which focus area(s) will youth be working on (food insecurity, climate change, etc.)? If other focus areas are addressed, please describe.

Over the last several years, particularly over the last 6-8 months - due in part to COVID-19 - the City of Sacramento has endured a mass exodus of staffing. From staff retirements to staff identifying outside employment, the labor shortages that several City departments are currently facing are alarming. Additionally, it is well known that certain Sacramento neighborhoods have been historically under-resourced leading to significant economic inequities. These are the same communities that have, and continue to be, negatively impacted by the COVID-19 pandemic at disproportionate rates.

Through this grant the City of Sacramento will take a two-fold approach to addressing these disparities at both the systems level and program level. Systems Level: Build a cohesive workforce ecosystem made up of regional partners that lead to greater employment success and career attainment. Program Level: Build a robust citywide public sector youth workforce program targeting young people from qualified census tracks and who's workforce conditions were negatively impacted by COVID-19.

The City of Sacramento will develop a youth workforce pipeline into specific City departments that have the greatest labor needs. Those departments include Department of Utilities (DOU), Public Works, Youth, Parks & Community Enrichment (YPCE) and others that may emerge as we perform a deeper internal analysis.

We will also be reaching out to adjacent local municipalities, such as the County of Sacramento, City of West Sacramento, City of Rancho Cordova, City of Elk Grove, and others, that may have internship or entry-level vacancies that this program can assist with providing competitive and trained young people to meet their labor-force needs.

Moreover, in alignment with CFA priority pathways, departments such as DOU and YPCE work to mitigate and reduce the impacts of climate change. Sacramento has ambitious decarbonization goals, with the DOU playing a key role in these efforts. Creating pathways into the DOU will expose and connect young people to careers that align with Sacramento's carbon reduction and water conservation efforts. Furthermore, YPCE works to empower youth while sustaining parks and neighborhoods. YPCE plays a key role in Sacramento's efforts to expand its tree canopy – this is an essential strategy to improve air quality, reduce urban health islands, and support healthy communities. These pathways will incorporate existing City-led programs such as Summer at City Hall (S@CH) and Landscape and Learning (L&L) and will serve as recruitment pipelines.

Exposing our youth and young adults to the variety of career options in the nonprofit sector is another pathway we intend to incorporate into our public sector youth workforce program by including internships and job placement paths into community-based organizations (CBOs). Due to the pandemic, our CBO partners have consistently expressed need for increased infrastructure and staff capacity support. In this way, the CFA Grant would help our CBO partners continue the critical frontline work they do every day, including responding to and meeting the needs of our most marginalized and vulnerable youth and families that are still recovering from the economic impacts of the pandemic.

Do you plan on subgranting with CBOs? If so, please name each organization and any prior experience they have running similar programs or the process by which you will select CBO partners.

The City will subgrant with CBOs to provide wrap-around services and job readiness for youth participating in the program. Wrap-around services includes case management, job coaching and navigation, providing referrals, and continuous follow up. The City is well positioned to manage these partnerships as evidenced by existing partnerships that utilize CBOs to support youth in similar ways across a variety of City-led work-based learning and youth development programs.

The City will release an RFQ/NOFA to solicit qualified CBOs to support workforce readiness and job coaching. This process works to align CBO expertise with needed job skills, ultimately bringing in CBOs to coach youth working in a similar sector. Another role that will be included in our RFP/NOFA process is the implementation of a series of bootcamps (or intensive trainings) for all youth/young adults, department supervisors, CBO staff, academic partners and administrative staff involved in Sacramento's CFA youth workforce program. These trainings will be co-designed and co-facilitated by CBO partners and the City of Sacramento.

A portion of this funding will also be subgranted to CBOs to manage youth internships within their organizations. These CBOs will be selected through an RFP process that emphasizes experience in work-based learning. This branch of programming will connect youth with work experience in the key areas of climate, food insecurity, and local COVID-19 recovery.

Sacramento also plans to subgrant with the Sacramento Metro Chamber Foundation (SMCF) to support all youth onboarding, human resource and payroll management, youth/young adult tracking, evaluation and a final comprehensive report that summarizes the metrics, outcomes, successes, areas of need and recommendations for continued support of the Sacramento CFA Youth Workforce Program.

What activities will youth be working on? Please offer a brief, several sentence description of each job activity youth will be undertaking and any partners that will be involved in running that opportunity.

There will be a variety of activities and roles that our young people will occupy in the Sacramento public sector youth workforce program, including administrative support, program coordination, basic accounting support, social media and website support and community engagement and outreach efforts just to name a few of the tasks that our youth participants will be involved in. More specific duties, may include:

Department of Utilities (DOU)

- Work with field crews throughout the city
- Learn the fundamentals of water infrastructure maintenance
- Investigate and resolve customer complaints
- Develop communication skills and play an active role in investigating and resolving customer complaints.

Department of Youth, Parks & Community Enrichment (YPCE)

Landscape and Learning Program:

- Learn the fundamentals and basic duties on what it takes to keep our city parks maintained and clean.
- Landscape and Safety – Proper handling and installation of plant materials and irrigation as well as general site safety and safe operation of equipment
- Estimating – Gathering, calculating, and compiling take off data and assembling bid proposal estimates
- Project Coordination – Working with a Project Manager, manage document control including change orders, billings, field production tracking, purchasing documentation and contract administration

What is the proposed start date for programming? Summer 2022

Section 3: Youth Recruitment/Development

How will the City Recruit Youth?

We intend to leverage our local academic partners (K-12, Adult-Ed, Community Colleges and Universities) and community-based organizations for recruitment and outreach efforts. Sacramento frequently partners with CBOs that serve historically disinvested communities and high-poverty zip codes and will leverage existing relationships to support the recruitment of youth within priority neighborhoods. Furthermore, Sacramento will leverage existing City-led youth programs such as #SacYouthWorks and Summer @ City Hall to recruit young people which in many cases, is the perfect next step along the work-based learning pipeline for that young person.

Another avenue for recruitment is to expand current City-led summer programs to include the previously mentioned 2–3-week Public Sector Bootcamp (series of trainings), where participants learn about the variety of public sector career opportunities and learn how to move forward into more-intensive programs. This component serves as an expansion of the City's current Careers in Public Service Day program.

What wrap around services, if any, is the city or subgrantee planning on offering to youth?

Wrap-around services include job readiness training, career coaching, financial literacy, job placement and transportation support to youth participating in employment opportunities.

Additionally, individualized case management will be provided to include but not be limited to resource referrals to address basic, physical, social, and emotional needs including academic support.

What wage will youth be paid, if known? What length of time do you anticipate the youth serving?

The two placement opportunities vary in length, and youth can expect to participate in either an 8-week summer cohort or a 4-month employment opportunity/on-the-job training (OJT) experience, employing youth at least 50% FTE:

1. Younger youth (16-24): 420 youth over 2yrs/160-hrs/8-week summer cohorts/\$18.50 p/h
2. Young adults (18-30): 175 young adults over 2yrs/340-hours/4-month cohorts/\$20p/h

Additional youth served:

Young adults (18-30): 4 young adults will serve in year-long City fellowships/\$26 p/h

All Youth (16-30): 200 youth/40-hour summer Public Sector Bootcamps and career coaching/\$600 stipend

Total Youth Served: 799

Section 4: Metrics/Outcomes

Can the city provide the required metrics listed below to CaliforniaVolunteers? If not, please indicate which metrics the city is unable to provide.

Legend: ✓ = Yes, ✗ = Maybe/No with justification

✓ Number of youth employed in program who were previously unemployed

✓ Number of youth who complete full program

✗ Percentage of youth employed in program who remain in college or stable employment - **This will be difficult to track beyond the terms of the grant without additional staffing resources.**

✗ Percentage of youth employed after completion of program - **This will also be difficult to track beyond the terms of the grant without additional staffing resources to coordinate.**

✗ Percentage of youth who report job satisfaction after one year of employment, as reported by a survey - **If the survey is conducted during the designated timeframe outlined in the terms of the grant, we will do our very best to capture this information from our graduated participants.**

✗ Percentage of youth who report an interest in a career in public service after one year of employment, as measured by a survey - **If the survey is conducted during the designated timeframe outlined in the terms of the grant, we will do our very best to capture this information from our graduated participants.**

× Percentage of youth employed in public service after one year of employment - If the one year occurs during the terms of the grant, we will be able to provide this information. If this information is being requested one year after the completion of our Sacramento CFA Youth Workforce Program, it may be difficult to capture this data without additional staff resources.

✓ Job training evaluations

Are there other metrics you will be collecting to determine success of program? If so, please indicate which metrics.

TBD

Section 5: Budget/Staffing/Communications

What is your proposed staffing plan for the program for the city and/or any subgrantees?

The proposed staffing plan includes two full-time City staff to manage, administer, and oversee the workforce programs. These staff will coordinate logistics with participating CBOs, collect metrics, manage reporting. Additionally, City staff will oversee four young adult interns that will assist with programmatic logistics and coordination, basic fiscal coordination and will provide administrative support and operate as liaisons to all program partners and stakeholders involved in the implementation of the Sacramento CFA Youth Workforce Program.

Does your city commit to using CaliforniaVolunteers developed branding for this program and participating in CaliforniaVolunteers-organized trainings/curriculum, if asked?

Yes

Are you interested in participating in a program launch media event with CaliforniaVolunteers?

Yes

Exhibit B Budget Detail

CallioniansForAll Youth Workforce Program (Revised 6/1/22)	
Applicant:	City of Sacramento

I. Administration (Must Not Exceed 10% of Modified Direct Costs = \$605,000.00)			
Items	Description	Calculation	Total Budget
Payroll Oversight & HR Management	The Foundation will centralize onboarding and HR for youth employment positions.	8% of total wages	230,000
Youth/Young Adult Program Participants Tracking	As the employer of record, the Foundation will track key outputs including hours worked.		30,000
Program Evaluation & Reporting by	Internal evaluation will support with outcome tracking and report generation.		40,000
Outreach & Recruitment	This funding will support recruitment events and materials.		34,900
Marketing & Promotion	This funding will support marketing and educational materials for youth and partners.		30,000
Consultant Support			\$240,092
Total			\$ 605,000.00

9%

II. CallioniansForAll Youth Workforce Fellows - Wages			
# Requested	Hourly Salary/Paid-Internship/Stipend	# of Hours	Total Budget
175	\$20	340	\$1,190,000
420	\$ 18.50	160	\$1,243,200
4	\$29	4160	\$474,240
Total = 599			\$2,907,440

42%

III. CallioniansForAll Youth Workforce Fellows - Other Fellow Costs			
Items	Description	Calculation	Total Budget
FICA for Fellows		7.65% unemployment	\$ 87,394.00
Worker's Compensation		5% worker's comp	\$ 145,660.00
Health Care		12% of wages for medicine	\$ 349,584.00
Participation Incentives	This funding will provide participation incentives for youth who engage with the Pathways to Public Service Bootcamp.	\$400 stipends for 225 youth	\$135,000
Total			\$ 717,640.00

10%

IV. Program Wrap-Around Services (Not to Exceed 40% of Total Award = \$2,790,000)				
Items	Description	Calculation	Total Budget	% Allocation Cost Check
Job Readiness & Career Navigation by CBO Partners	Bootcamps/intensive Trainings/Public Sector Career Pathway Exploration/Exposures/ Program Orientations & Info Sessions		\$ 500,000.00	
Case Management & Career Coaching by CBO Partners	CBOs will provide hands-on job coaching and navigation support to youth moving through employment opportunities.		\$ 1,250,000.00	
Supportive Services by CBO Partners	Transportation Support, Scholarships for Specialized Trainings & Certifications, Supplies & Equipment		\$ 550,000.00	
Job Placement Services & Employer Coordination by CBO Partner (SETA)	This service will centralize employment opportunities for youth and serve as a conduit for placements.		\$ 450,000.00	
Total			\$ 2,790,000.00	39.4%

Total Budget Request	\$ 6,790,000.00
Total # of Fellows	824

List of Partners - TBD		
Partner	Status (Proposed or Secured)	Contractual Amount
SETA	Proposed	\$ 450,000.00
Metro Chamber Foundation	Proposed	\$ 300,000.00
CBOs (contracted after RFP)	Proposed	\$ 2,300,000.00
Workforce Development Consultants	Proposed	\$ 2,400,092.00
Total		\$ 5,450,092.00

EXHIBIT B
Budget Payment Provisions

**California Volunteers,
CaliforniansForAll Youth Workforce Development Program
And City of Sacramento**

BUDGET PAYMENT PROVISIONS

1. Invoicing and Payment
 - a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
 - b) Invoices shall include the Agreement Number and shall be submitted via PDF to fiscal@cv.ca.gov.

2. Budget Contingency Clause
 - a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
 - b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause
Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

**CaliforniansForAll Youth Jobs Corps Program
Outcome and Output Reporting**

All CaliforniansForAll Youth Jobs Corps Program grantees will be responsible for providing periodic and timely reports on outcomes and outputs associated with the funding received from this program.

Reporting Metrics

Grantees will be required to report the following metrics on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers. These metrics are subject to change, depending on the California Department of Finance's review and approval:

- Required by Department of Treasury:
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
- Output: Total number of youth employed; number of hours of employment
- Outcome: Percentage of participants who enroll in higher education or gain employment following program end; Number of industries served; Disadvantaged areas served

Additionally, CaliforniaVolunteers requires cities to report the following data, where feasible, on a quarterly and annual basis to CaliforniaVolunteers in a format and method to be specified by California Volunteers.

- Number of youth participating in program
- Number of youth employed in each focus area
- Number of youth enrolled in job training/readiness programs
- Number of youth completing job training/readiness programs
- Number of youth participating in summer program (if applicable)
- Average wage and hours worked of participants across program
- Information/data/member stories as requested for annual report
- Does this project serve an economically disadvantaged community?
- Number of youth employed in program who were previously unemployed

Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and Specific Requirements and Terms and Conditions

- Number of youth who complete full program (1 year or summer program)
- Percentage of youth employed in program who remain in college or stable employment
- Percentage of youth employed after completion of program
- Percentage of youth who report job satisfaction after one year of employment, as reported by a survey
- Percentage of youth who report an interest in a career in public service after one year of employment, as measured by a survey
- Percentage of youth employed in public service after one year of employment
- Job training evaluations

Reporting Deadlines:

Report	Reporting Period	Partner Reports Due
1 (if applicable)	Award Date – December 31, 2021	January 10, 2022
2	January 1 – March 31, 2022	April 8, 2022
3	April 1 – June 30, 2022	July 8, 2022
4	July 1 – September 30, 2022	October 7, 2022

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the federal government for projects leveraging State Fiscal Recovery Funds, as further identified by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

California Volunteers will be providing a comprehensive reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

**CaliforniansForAll Youth Jobs Corps Program
Invoicing**

This grant is a cost-reimbursement grant. As such, grantees will be required to submit periodic and timely invoices to California Volunteers for expenses already incurred for processing and payment. Grantees have the discretion to invoice monthly or quarterly. However, California Volunteers will not allow invoices for periods in excess of three months due to the need to provide quarterly financial reporting to the California Department of Finance, as well as the federal government, over the use of State Fiscal Recovery Funds (SFRF), federal stimulus funding.

Invoicing Deadlines:

Grantees have the discretion to invoice monthly or quarterly. If monthly, invoices should be submitted by the 15th of the following month. If quarterly, invoices should be submitted with the financial report no later than the due date identified in the financial reporting deadlines below.

Financial Reporting Metrics:

Grantees will be required to report quarterly on expenditures and unliquidated obligations associated with the grant. As such, grantees will be required to provide the following:

- Expenditure Amounts
 - Cumulative Expenditures (prior cycles)
 - Expenditure Adjustments (+/-) prior cycles
 - Expenditures (Current Cycle)
 - Total Cumulative Expenditures
- Obligation Amounts
 - Remaining Obligation
 - Total Cumulative Expenditures
 - Total Cumulative Expenditures + Obligation
 - Award Amount
- Notes (if applicable)

These metrics are subject to change, depending on the California Department of Finance's review and approval.

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

Financial Reporting Deadlines:

Report	Reporting Period	Partner Reports Due
1	Award Date – December 31, 2021	January 10, 2022
2	January 1 – March 31, 2022	April 8, 2022
3	April 1 – June 30, 2022	July 8, 2022
4	July 1 – September 30, 2022	October 7, 2022

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the federal government for projects leveraging State Fiscal Recovery Funds, as further identified by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

California Volunteers will be providing a comprehensive financial reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

**CaliforniansForAll Youth Jobs Corps Program
State Fiscal Recovery Funds**

This program is funded 100% from California Volunteers' award from the Coronavirus State Fiscal Recovery Funds (CSFRF). California Volunteers is making a subaward of CSFRF funds to the Grantee under this contract. The Assistance Listing number assigned to the CSFRF program is 21.027. Grantees leveraging this funding are required to follow specific terms and conditions, reporting requirements, guidance, etc. associated with these funds. The requirements for the use of these funds are incorporated in their entirety through the inclusion of the links to specific resource pages in this Exhibit (see below). This includes links and attachments referenced on the following pages.

- **Coronavirus State and Local Fiscal Recovery Funds:**
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>
- **State Fiscal Recovery Fund:** https://www.dof.ca.gov/budget/COVID-19/State_Fiscal_Recovery_Fund/
- **State Fiscal Recovery Fund Reporting Portal:**
https://www.dof.ca.gov/budget/COVID-19/State_Fiscal_Recovery_Fund_Reporting_Portal/

Through execution of the contract, grantees agree to follow the rules, guidance, regulations, and terms and conditions as outlined in the above links, as well as any other requirements and policies outlined throughout the exhibits of the executed contract.

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

Programmatic and Fiscal Document Retention

In line with State and Federal requirements regarding record retention, grantees are required to maintain all documentation, programmatic and fiscal, pertaining to this contract for a period of five years after the close out the contract and the payment of the final invoice. The grantee is required to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and hold them available for audit and inspection by the State or Federal Government for the five years following the close out of the contract and payment of the final invoice. These retention requirements pertain to all contracts associated with this program, regardless of funding source.

RESOLUTION NO. 2022-0204

Adopted by the Sacramento City Council

June 21, 2022

ARPA Framework and Funding Priorities: Workforce Framework and Spending Plan

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The adopted Framework and Funding Priorities included an allocation of \$750,000 to expand the guaranteed income pilot program managed by United Way California Capital Region.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The City Manager or the City Manager’s designee is authorized to transfer \$750,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the ARPA Youth and Workforce Training Project (I02612020).

SECTION 2. The City Manager or the City Manager’s designee is authorized to execute the American Rescue Plan Act Grant Agreement in an amount not to exceed \$750,000 with United Way California Capital Region for expansion of the Direct Investment Program in Sacramento (DIPS) Guaranteed Income Program attached as Exhibit A.

SECTION 3. Exhibit A is part of this resolution.

TABLE OF CONTENTS:

Exhibit A – American Rescue Plan Act Grant Agreement

Adopted by the City of Sacramento City Council on June 21, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, and Vang

Noes: None

Abstain: None

Absent: Mayor Steinberg

Attest:



08/16/2022

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 07/01/2022 Contract Expiration Date (if applicable): 09/30/2023
 \$ Amount (Not to Exceed): 750000 Adjusted \$ Amount (+/-): 0
 Other Party: United Way California Capital Region
 Project Title: Guaranteed Income Program Expansion
 Project #: I02612020 Bid/RFQ/RFP #: _____
 City Council Approval: YES if YES, Council File ID#: 2022-00990

Contract Processing Contacts

Department: City Manager Project Manager: Amy Williamson
 Contract Coordinator: Crystal Harland Email: charland@cityofsacramento.org

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature) <u>Crystal Harland</u>	(Date)
	<small>Crystal Harland (Jun 14, 2022 15:15 PCT)</small>	
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

American Rescue Plan Act Grant Agreement

This AMERICAN RESCUE PLAN ACT GRANT AGREEMENT, dated June 21, 2022, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "City"), and United Way California Capital Region, a California non-profit corporation (the "Grantee").

Background

In response to the world-wide spread of the respiratory illness coronavirus disease 2019 (COVID-19), the Federal Health and Human Services Secretary declared a national public health emergency in the United States on January 31, 2020; Governor Gavin Newsom proclaimed a state of emergency in the State of California on March 4, 2020; the County of Sacramento proclaimed a public health emergency on March 5, 2020; the City Council declared it a local emergency on March 13, 2020; and on that same day, the President of the United States declared a national emergency.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20, which ordered all California residents to stay home or at their place of residence except as needed to maintain operations of certain federal critical infrastructure sectors. That same day, the Public Health Officer of the County of Sacramento issued a similar stay-at-home order which made exceptions only to do essential activities, conduct essential government functions, and operate essential businesses. On June 15, 2021, the State moved forward with re-opening the economy and began the process of winding down many of the Executive Orders put in place since the beginning of the pandemic. Since that time, COVID-19 cases have increased substantially.

Prior to the reopening of the State, the federal American Rescue Plan Act of 2021 ("ARPA") was signed into law on March 11, 2021. The ARPA builds upon previously enacted aid measures such as the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Under the ARPA, the City of Sacramento will receive approximately \$112 million from the "Coronavirus Local Fiscal Recovery Fund" (\$56 million in May 2021 and \$56 million anticipated in May 2022) directly from the federal Department of the Treasury. The Assistance Listing Number assigned to ARPA funds is 21.027.

The ARPA provides that payments from the Coronavirus Local Fiscal Recovery Fund may only be used: "(a) To respond to the public health emergency [with respect to the Coronavirus Disease 2019 (COVID-19)] 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."

Based on the availability of ARPA-allocated funds, the City has decided to provide funding to the Grantee to further the purposes of the ARPA, as provided in this agreement.

This agreement will mitigate the negative economic impacts of COVID-19 by providing funding for a cash assistance program for moderate-income households.

With these background facts in mind, the City and Grantee agree as follows:

1. Term. This agreement takes effect as described in section 10 and terminates on December 31, 2023, subject to early termination under section 7.

2. Disbursement of Funds. The City shall disburse to the Grantee a total sum not to exceed \$750,000 in accordance with section 3 below. The funds disbursed by the City under this agreement are referred to as “**ARP funds**.” In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after September 30, 2023.

3. Manner of Disbursement. The City will make payments to the Grantee as follows:

(a) *Advance Payments.* The City will make advance payments to the Grantee subject to the following terms:

(1) *Initial Payment.* The City shall make an initial disbursement of \$120,000 to the Grantee within 30 days after the effective date of this agreement.

(2) *Quarterly Payments.* After the initial disbursement, the City shall make up to three quarterly payments of \$120,000 to the Grantee as provided in this section 3(a)(2). The City’s obligation to make quarterly payments is subject to the following:

A. For each quarterly payment, the Grantee shall provide the City with a written request for payment that includes a written report on the progress made to date on the Authorized Activities (the report must include the information required under section 8(m), below) and documentation demonstrating that the Grantee has appropriately expended all advance payments of ARP funds to date. The City shall notify Grantee within ten calendar days following receipt of a quarterly written request for payment of any circumstances or data identified by the City that would cause withholding of approval and subsequent payment. The City may request any additional documentation it reasonably determines is needed to substantiate any request for payment. The City reserves the right to withhold payment of unauthorized amounts. After invoice approval, the City shall remit payment to Grantee as provided in section 3(a)(2)C. or section 3(a)(2)D.

B. The Grantee shall submit the three written requests for payment according to the following schedule:

i. First request: between August 15, 2022 – September 15, 2022;

- ii. Second request: between November 15, 2022 – December 15, 2022; and
 - iii. Third request: between February 15, 2023 – March 15, 2023.
- C. If the Grantee submits quarterly written requests for payment according to the schedule in section 3.(a)(2)B., the City shall make payment as follows:
- i. First quarterly payment of \$120,000 no later than November 1, 2022;
 - ii. Second quarterly payment of \$120,000 no later than February 1, 2023; and
 - iii. Third quarterly payment of \$120,000 no later than May 1, 2023.
- D. If the Grantee does not submit a quarterly written request for payment according to the schedule in in section 3.(a)(2)B., the City shall make payment within 30 days after invoice approval, but no earlier than the dates for payment in section 3.(a)(2)C.
- (b) *Reimbursement.* On a monthly basis, the Grantee shall provide the City with a written report on the progress made on the Authorized Activities (in accordance with section 8(m), below) and a detailed and properly documented invoice for reimbursement that must include a detailed accounting of costs already incurred in sufficient detail for the City, in its opinion, to substantiate the costs. The City shall notify the Grantee within fifteen business days following receipt of its invoice and written report of any circumstances or data identified by the City that would cause withholding of approval and subsequent payment. The City may request any additional documentation it reasonably determines is needed to substantiate any request for reimbursement. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within 30 days after invoice approval.
- (c) *Final Payment.* (1) Except as provided in section 3(c)(2), below, as a condition of receiving final payment under section 3(b), above, the Grantee shall provide the City with (i) all of the documents described in section 3(b), above, covering the period since the Grantee last submitted a monthly payment request, and (ii) the closeout report required under section 8(o), below. The City may request any additional documentation it reasonably determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within 30 days after invoice and closeout report approval.
- (2) The Grantee is not required to provide the closeout report under section 8(o), below, as a condition of receiving final payment if the Grantee has not expended all ARP funds that it received under section 3(a), above, at the time it submits its request for final payment. If the Grantee has not expended all ARP funds that it received under section 3(a), above, at the time it submits its request for final

payment, the Grantee shall provide the closeout report (i) no later than 45 days after its last expenditure of ARP funds, or (ii) December 31, 2023, whichever is earlier.

4. **Authorized Uses.** The following terms apply to the Grantee's activities and expenditures related to this agreement:
- (a) The Grantee may expend ARP funds solely to, and seek reimbursement solely for costs it incurs that are necessary to, carry out the activities listed in attachment 1 ("Authorized Activities") in accordance with the budget listed in attachment 2 ("Approved Budget"). If a term included in attachment 1 is stated as an obligation, then the Grantee is obligated to perform the term under this agreement.
 - (b) The Grantee may expend ARP funds only during the period between the effective date of this agreement and September 30, 2023. No later than October 31, 2023, the Grantee shall return all unexpended ARP funds to the City by check payable to the City and delivered to the City at the address shown in section 9.
 - (c) The Grantee may seek reimbursement solely for eligible costs that it incurs between the effective date of this agreement and September 30, 2023. If Grantee receives a refund or credit for any cost for which it received a payment of ARP funds, Grantee shall return ARP funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 9 no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.
 - (d) When incurring costs for which it will seek reimbursement under this agreement, the Grantee is subject to the restrictions set forth in the ARPA, as well as the Department of the Treasury's Interim Final Rule, FAQs, Fact Sheet, and Compliance and Reporting Guidance (collectively the "ARP Guidance"), as the Guidance may be amended from time to time. The ARP Guidance can be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.
 - (e) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days unless the City approves in writing an alternative repayment plan.
 - (f) The Grantee shall not use the ARP funds to supplant funding provided by the City to the Grantee under any other agreement. The Grantee shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using ARP funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.

- (g) If the Grantee has received other ARP funds from the City or any other entity, or has received other federal funds (e.g., Coronavirus Relief Act funds, payroll protection act loan, etc.), Grantee shall not use the ARP funds awarded pursuant to this agreement to pay for direct or indirect costs already covered by the other federal funds or ARP fund payments.
 - (h) The Grantee shall keep all advance payments of ARP funds that it receives under section 3(a), above, separate from all other funds under its control.
5. **Books and Records.** During the term of this agreement and for five years after the termination or expiration of this agreement, the Grantee shall keep appropriate books, records, and accounts in connection with the ARP funds and activities performed under this agreement and is subject to the following:
- (a) The Grantee shall maintain all records related to this agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of ARP funds and the disbursements of ARP funds to meet eligible expenses; (ii) budget records for all fiscal years covered by this agreement; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using ARP funds and all documents related to such contracts; (vi) grant subaward agreements entered into using ARP funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of ARP funds; and (x) all investigative files and inquiry reports involving payment of ARP funds.
 - (b) The Grantee shall make its books, records, and accounts (both those that relate to this agreement and those that do not), employees, performance-related records, property, and equipment related to this agreement available to the City's Accounting Manager (the "Accounting Manager"), the City Auditor, any independent auditor, the United States Department of the Treasury Office of Inspector General ("OIG"), Government Accountability Office, and the Pandemic Relief Accountability Committee at all reasonable times so that the Accounting Manager, City Auditor, independent auditor, or OIG may determine whether the Grantee has complied with this agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the ARP funds.
 - (c) Upon demand by the City, given in accordance with section 9, the Grantee shall reimburse the City for all ARP funds that the Accounting Manager, City Auditor, an independent auditor, or the OIG determines were expended for activities other than Authorized Activities in accordance with the ARPA and the ARP Guidance, with

reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.

- 6. Supervision or Discipline of Minors.** The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.
- 7. Termination.** The City may terminate this agreement if the City Manager determines that:
 - (a) The Grantee has failed to perform, or has performed unsatisfactorily, any term of this agreement, including failing to use the ARP funds solely for Authorized Activities in accordance with the ARPA and the ARP Guidance;
 - (b) The Grantee has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this agreement; or
 - (c) There is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Authorized Activities.
- 8. Pass-through Entity and Subrecipient Requirements.** To the extent federal funds are awarded through this agreement, the Grantee acknowledges that it is a pass-through entity and subrecipient as defined in title 2 of the Code of Federal Regulations ("CFR"), sections 200.74 and 200.93. In connection with its activities and expenditures related to this agreement, the Grantee shall do the following:
 - (a) The Grantee shall comply with all federal laws, regulations, and terms of the ARP Guidance, including the ARPA and the provisions of the CFR set forth in the federal Assistance Listing No. 21.027;
 - (b) The Grantee shall maintain a valid SAM.gov registration, and shall comply with the Recipient Integrity and Performance Matters, title 2, CFR, Part 200, Appendix XII, if applicable;
 - (c) The Grantee shall comply with the applicable cost principles in title 2, CFR, Part 200, Subpart E and, to the extent required, costs must be reasonable, eligible, and allocable as provided in title 2, CFR, sections 100.404 and 200.405;
 - (d) The Grantee shall not seek reimbursement for pre-award costs, as defined in title 2, CFR, section 200.458;

- (e) The Grantee shall comply with all laws and regulations, including title 2, CFR, Part 200, subpart D, when purchasing equipment or property;
- (f) If the Grantee has a current Negotiated Indirect Costs Rate Agreement with a federal cognizant agency (NICRA), Grantee may use its current NICRA. Alternatively, the Grantee's indirect costs are limited to 10% of the modified total direct costs (pursuant to title 2, CFR, section 200.314(f));
- (g) The Grantee shall comply with the audit requirements in title 2, CFR, Part 200, Subpart F;
- (h) The Grantee shall comply with OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in title 2, CFR, Part 180, and Treasury's implementing regulations at title 31, CFR, Part 19, relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status;
- (i) The Grantee shall enter into a written grant subaward agreement for each subaward of ARP funds that the Grantee makes to a subrecipient;
- (j) The Grantee shall enter into a written contract when it purchases goods or services using ARP funds. All procurement contracts using ARP funds shall be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327, as applicable;
- (k) The Grantee shall ensure that each written grant subaward agreement for a subaward of ARP funds imposes on the subrecipient all the obligations that this agreement imposes on the Grantee;
- (l) The Grantee shall report its subaward and executive compensation information as required by title 2, CFR, Part 170;
- (m) On a monthly basis, the Grantee shall provide the City with a written report on the progress made on the Authorized Activities. This monthly report must include all the following: (i) a narrative explanation of the Grantee's progress toward all goals set forth in the Authorized Activities; (ii) an itemized list of all expenditures of ARP funds to date, including the amount of any subaward and the name of each subaward recipient and the names of any contractors paid with ARP funds and the amount paid; and (iii) any other information the City may request to demonstrate that the ARP funds are being used solely for Authorized Activities and in accordance with all applicable laws;
- (n) Upon the request of the City, the Grantee shall provide the City with an annual recovery plan performance report that provides information on how the Grantee is planning to ensure project outcomes are achieved in an effective, efficient, and equitable manner,

and the Grantee's progress on key performance indicators determined by the City and identified by Treasury (each such report, a "Report"). If the City requests a Report by April 1st of the year, the Grantee shall deliver the Report to the City no later than July 15 of each year; and

- (o) The Grantee shall provide the City with a closeout report that includes all the following:
 - (i) an itemized list of all expenditures of ARP funds; (ii) the name of each subrecipient of ARP funds; (iii) the name of each contractor who is paid with ARP funds; (iv) the amount of each subaward of ARP funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with ARP funds; (vi) a copy of each grant subaward agreement between the Grantee and a subrecipient for a subaward of ARP funds; (vii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with ARP funds; (viii) all information required to be reported under attachment 1; and (ix) any other information that the City may request to demonstrate that the ARP funds were used solely for Authorized Activities in accordance with the ARPA and the ARP Guidance. The Grantee shall include with the report a certification that it used the ARP funds solely for Authorized Activities in accordance with the ARPA and the Guidance. The Grantee shall include the closeout report and certification required under section 3(c), above.

9. **Notices.** Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 9 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
Office of the City Manager
915 I Street, 5th Floor
Sacramento, California 95814
Attention: Amy Williamson, Financial Empowerment Manager

If to the Grantee:

United Way California Capital Region
10389 Old Placerville Road
Sacramento, CA 95827
Attention: Dawnté Early, President and CEO

- 10. Effective Date.** This agreement is effective on the date that all parties have signed it, as indicated by the dates in the signature blocks below.
- 11. Indemnity.** The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "Liabilities"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of the Grantee.
- 12. Insurance.** During the term of this agreement, the Grantee shall maintain insurance coverage as follows:
- (a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its subcontractors, products and completed operations of Grantee, its subcontractors, and premises owned, leased, or used by the Grantee, its subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.
 - (b) The minimum limits of insurance required by section 12(a) may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance must contain, or be endorsed to contain, a provision that it applies on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of such umbrella or excess coverage and does not contribute with it.
 - (c) The City, its officials, employees, and volunteers must be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee and its subcontractors; products and completed

operations of Grantee and its subcontractors; and premises owned, leased, or used by Grantee and its subcontractors.

- (d) The policies must contain, or be endorsed to contain, the following provisions:
- (1) Grantee's insurance coverage, including excess insurance, is primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of Grantee's insurance and does not contribute with it.
 - (2) Any failure to comply with reporting provisions of the policies does not affect coverage provided to the City, its officials, employees, or volunteers.
 - (3) Coverage must state that Grantee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) The Grantee shall provide the City with 30 days' written notice of cancellation or material change in the policy language or terms.
- (f) Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this section 12 must be declared to and approved by the City in writing prior to execution of this agreement.
- (g) The Grantee shall furnish the City with certificates evidencing the insurance required. The certificates must be forwarded to the City representative named in section 9. Copies of policies must be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
- (h) For all insurance policy renewals during the term of this agreement, the Grantee shall send insurance certificates reflecting the policy renewals directly to:
- City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murietta, CA 92564
Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com
- (i) The City may withdraw its offer of contract or terminate this agreement if the certificates of insurance required have not been provided prior to execution of this agreement. The City may withhold payments to the Grantee or terminate the agreement if the insurance is canceled or the Grantee otherwise ceases to be insured as required by this section 12.

- (j) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.
- (k) The Grantee's liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this agreement.

13. Conflicts of Interest. The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee's performance under this agreement. The Grantee and any subrecipients shall disclose, in writing to the City, any potential conflict of interest affecting the awarded funds in accordance with title 2, CFR, section 200.112 and must maintain a conflict of interest policy consistent with title 2, CFR, section 200.318, subsection (c).

14. Prohibition of Expending State or Federal Funds for Lobbying.

- (a) Grantee and its subrecipients shall comply with the New Restrictions on Lobbying in title 31, CFR, Part 21.
- (b) The Grantee also certifies, to the best of its knowledge or belief, that:
 - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. This certification is a prerequisite for making or entering into this Agreement imposed by title 31 of the U.S. Code, Section 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (d) The Grantee also agrees, by signing this Agreement, that it will require that the language of this certification be included in all lower tier contracts and subawards that exceed \$100,000, and that all such subcontractors and subrecipients shall certify and disclose accordingly.
- (e) The Grantee certifies or affirms the truthfulness and accuracy of each statement of its certification and any disclosure. In addition, the Grantee understands and agrees that the provisions of Chapter 38 of title 31 of U.S. Code, Administrative Remedies for False Claims and Statements, apply to this certification and any disclosure.

15. Drug-free Certification. By signing this Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of title 31, CFR, Part 20 (Government-wide Requirements for Drug-Free Workplace) and the Drug-Free Workplace Act of 1990 (Cal. Gov. Code, §§ 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- (b) Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Every employee of the Grantee who works on a program funded under this Agreement shall:
 - (1) Receive a copy of the Grantee's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of the Grantee's Policy Statement as a condition of employment on programs funded under this Agreement.

16. Environmental Compliance. The Grantee shall comply with all generally applicable federal environmental laws and regulations, including but not limited to the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Executive Order 11738, all Environmental Protection Agency ("EPA") Regulations (title 40, CFR) and all applicable standards, orders or regulations issued pursuant thereto. The Grantee agrees to report any violation of these statutes and regulations to the City and understands and

agrees that the City will, in turn, report each violation, as required, to assure notification to the appropriate federal agency and EPA Regional Office.

- 17. Uniform Relocation Assistance and Real Property Acquisitions.** The Grantee shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations, to the extent applicable.
- 18. Hatch Act.** Any Grantee that is a public agency shall comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits 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 federal funds.
- 19. False Claims.** The 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 contracts, and/or any other remedy available by law.
- 20. 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 award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 21. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- 22. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 23. Protections For Whistleblowers.** In accordance with section 4712 of title 41 of the U.S. Code, the Grantee may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this agreement, a gross waste of federal funds, an abuse of authority related to this agreement, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this agreement. Grantee shall inform its employees, in writing, of the rights and remedies provided to them under this section in the predominant native language of the workforce.

24. Prevailing Wage. If any of the activities listed in attachment 1 are subject to the prevailing wage requirements under section 1720 et seq. of the California Labor Code, then the Grantee shall require its contractor and subcontractors to adhere to those requirements, including the following: contracts between the contractor and subcontractors must include provisions requiring the payment of prevailing wage; the contractor shall monitor subcontractors' payment of prevailing wage by periodically reviewing certified payroll records and diligently taking corrective action if the subcontractors fail to pay prevailing wage; contractor and subcontractors shall maintain certified payroll records and time records. The contractor to whom a contract is awarded, and any subcontractor under such contractor, shall not pay less than the specified prevailing wage; contractor and subcontractors are subject to penalties for violations of prevailing wage provisions. The Grantee shall indemnify, hold harmless, and defend the City from all additional wages, benefits, fees, damages, penalties, fines, legal fees, court costs, arbitration costs, and other costs arising from the Grantee's or its contractor's improper application of California's prevailing wage laws to the activities listed in attachment 1. If all applicable labor compliance requirements are not met, then upon demand by the City, given in accordance with section 9, the Grantee shall reimburse the City for all ARP funds spent on construction or related services, in whole or in part, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.

25. Miscellaneous.

- (a) *Assignment.* The Grantee may not assign or otherwise transfer this agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 25(a) is void.
- (b) *Successors and Assigns.* This agreement binds and inures to the benefit of the successors and assigns of the parties. This section 25(b) does not constitute the City's consent to any assignment of this agreement or any interest in this agreement.
- (c) *Interpretation.* This agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2 are part of this agreement.
- (d) *Waiver of Breach.* A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party's breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (e) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.

- (f) *Counterparts.* The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
- (g) *Time of Essence.* Time is of the essence in performing this agreement.
- (h) *Compliance with all Laws, Requirements, and Orders.* The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws to ensure that Grantee does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, title 42 of the U.S. Code, sections 2000d-1 et seq., and the Department's implementing regulations, title 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, title 29 of the U.S. Code, section 794; Title IX of the Education Amendments of 1972 (Title IX), title 20 of the U.S. Code, sections 1681 et seq., and the Department's implementing regulations, title 31, CFR, part 28; Age Discrimination Act of 1975, Public Law 94-135, title 42 of the U.S. Code, sections 6101 et seq., and the Department implementing regulations at title 31, CFR, part 23 and title 28, CFR, part 42; Title II of the Americans with Disabilities Act of 1990, title 42 of the U.S. Code, sections 12101 et seq.; and the Fair Housing Act. Title VIII of the Civil Rights Act of 1968, title 42 of the U. S. Code, sections 3601 et seq. As a condition of receiving ARP funds, the Grantee further provides the assurances set forth in attachment 3 to this agreement.
- (i) *Authority to Sign.* The person signing this agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this agreement. City shall have no obligations whatsoever under this agreement, unless and until this agreement is executed by the City Manager or the City Manager's authorized designee.
- (j) *Tax Implications and Consequences.* The City makes no representations as to the tax consequences associated with the disbursement of ARP funds related to this agreement, and any determination related to this issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the ARP funds disbursed to Grantee under the terms of this agreement.
- (k) *Integration and Modification.* This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral,

express, or implied—and may be modified only by another written agreement signed by both parties.

(Signature Page Follows)

CITY OF SACRAMENTO,
a California municipal corporation

GRANTEE

By: _____
Michael Jasso, Assistant City Manager

Dated: _____, 2022

By:  _____
Dawnté Early (Jun 14, 2022 17:40 PDT)
Dawnté Early, President & CEO

Dated: June 14, 2022

Attest
Sacramento City Clerk

By: _____
Deputy City Clerk

Approved as to Form
Sacramento City Attorney

By:  _____
Michael Sparks (Jun 14, 2022 18:14 PDT)
Deputy City Attorney

Attachment 1 Authorized Activities

The Grantee shall use the ARP funds solely to respond to the negative economic impacts of the COVID-19 public health emergency by providing cash assistance to impacted households, in particular under Expenditure Category 2.3: Negative Economic Impacts: Household Assistance: Cash Transfers (U.S. Department of Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds). In doing so, the Grantee shall use the ARP funds solely to address the negative impacts of the pandemic and its disparate impact by implementing a program to expand its Direct Investment Program in Sacramento (DIPS) guaranteed income (“GI”) program to provide monthly GI payments to new Eligible Households within the city limits of the City of Sacramento for 12 months (the “Program”). The Grantee is solely responsible for selecting the number of Program participants and the amount of GI to provide each Program participant, except that no Program participant may receive more than \$500 in GI per month using ARP funds under this agreement. The Grantee shall use the advance payment of ARP funds that it receives under section 3(a) of this agreement solely to make GI payments to Program participants.

The term “Eligible Household” has the same meaning as the term “moderate-income household” under 31 CFR §35.3. For purposes of this agreement, an Eligible Household is one that does not exceed the household income for the size of the household listed below:

1 adult	\$28,205
1 adult, 1 child	\$49,945
1 adult, 2 children	\$65,880
1 adult, 3 children	\$79,500
2 adults	\$43,201
2 adults, 1 child	\$64,273
2 adults, 2 children	\$79,500
2 adults, 3 children	\$93,120
Household of 6	\$106,740
Household of 7	\$120,360
Household of 8	\$133,980

For families or households with more than 8 people, add \$14,160 for each additional person.

Only Eligible Households may be Program participants under this agreement.

1. Authorized Activities shall include:

- (a) Developing the Program design;
- (b) Selecting the Program participants from Eligible Households;

- (c) Determining the amount of GI to provide each Program participant; the amount of GI must be reasonably proportional to the negative economic impact it addresses and may not be grossly in excess of the amount needed to address the impact, but in no case may it exceed \$500 per month;
- (d) Administering the Program, including contract management and fiscal oversight;
- (e) Managing training and technical assistance for Program participants;
- (f) Contracting with California State University, Sacramento (CSUS) for evaluation of the Program;
- (g) Attempting to achieve the following outcomes:
 - (1) Individual Outcomes:
 - A. Increased rates of Program participants working one stable full-time job and experiencing decreased income volatility;
 - B. Doubling the percentage of Program participants capable of spending cash or cash equivalent for an unexpected \$400 expense;
 - C. Majority positive indications from Program participants that Program funds made a difference in their ability to meet their own self-defined personal finance goals; and
 - D. Reduced rates of self-reported indicators of stress, depression, and anxiety;
 - (2) Community Outcomes:
 - A. Increased levels of participation in community or civic activities or groups, such as: community organizing; volunteering in community-based organizations, food pantries, or soup kitchens, etc.; and faith-based worship and activities; and
 - (3) System Outcomes:
 - A. Set successful precedents for the exclusion of GI payments from CalFresh and CalWORKS benefit eligibility considerations;
 - B. Use findings from interim outcomes and final evaluation of the Program to support the continued expansion of direct, unconditional cash transfer programs at the local, state, and federal levels;
- (h) Evaluating the efficacy of the Program at achieving the intended outcomes identified in (h)(1) – (3), above; and

- (i) With support from the City, which the City may provide in its sole discretion, seeking waivers from agencies that administer public benefits programs that would exempt the GI payments under the Program from benefit eligibility considerations.
2. The Grantee shall document and report the following information to assist the City in measuring the effectiveness and outcomes of the Program and the Grantee's performance under this agreement:
- (a) Brief description of Grantee's approach to ensuring that aid is provided to Eligible Households within the city limits of the City of Sacramento;
 - (b) Detailed description of the geographic and demographic distribution of funding, including whether it was provided to traditionally marginalized communities or populations with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups;
 - (c) Qualitative and quantitative data on how Grantee achieved or promoted equitable outcomes and progress toward equity goals (the City shall provide the Grantee with the required demographic questions);
 - (d) Number of Program funded projects, programs, and initiatives that contribute toward the intended outcomes outlined above;
 - (e) Number of full-time equivalent employees supported with funding under this agreement;
 - (f) Number of partnerships facilitated or established to enhance COVID-19 collaborative efforts;
 - (g) Amount of funding, staffing, and other resources leveraged through partnerships;
 - (h) Number of individuals and households participating in Program-funded project and programmatic strategies, practices, and interventions;
 - (i) Number of Program-funded strategies, practices, and interventions addressing individual-, community-, and system-level outcomes; and
 - (j) Narrative of all Program participant stories collected.

Attachment 2

Budget Narrative and Table

Purpose:

The purpose of the Budget Narrative is to provide support and an explanation for the amounts requested in the Budget Table (itemized cost list).

The Grantee must provide cost information for each applicable category listed below and explain how the requested funds will allow the Grantee to achieve the program goals. If you are not requesting funds for a particular category, list \$0 for that category in your narrative and cost list. Each expenditure must be supported by a justification to support the cost. All costs must be reasonable and allocable.

Cost Categories:

A. Direct Costs, including:

- **Salaries and Benefits:** List the classification/title, percentage of time, salary or hourly rates, and benefits costs (if applicable) for every person funded by the grant. Briefly describe each position's roles and responsibilities for grant activities.
- **Services and Supplies:** Itemize all services and supplies to be purchased with grant funds to support the grant activities. If utilizing a subcontractor for professional or non-professional services, list subcontractor names (if known) and the amount of funds to be allocated to such services.
- **Marketing Expenses:** Costs related to advertising the program services to the target audience.
- **Equipment/Fixed Assets:** Itemize any equipment or fixed assets to be purchased with grant funds. List each piece of equipment or fixed asset separately.
- **Program Evaluation:** Itemize all costs associated with evaluating progress toward the program goals.
- **Other:** Itemize any other direct costs that are not listed in the categories above.

B. Indirect Costs:

- **Indirect Costs:** Itemize indirect costs. Please note that the indirect costs cannot total more than 10% of the total direct costs, unless the Grantee has an established Negotiated Indirect Cost Rate with a federal agency. If so, the Grantee must submit the indirect cost rate agreement as an attachment to justify its indirect costs.

Budget Table (Itemized Cost List)

Cost Categories*	A. Grant Funds	B. Cash Match (if any)	C. In-Kind Match (if any)	D. Total (A+B+C)
1. Salaries and Benefits	\$133,677	\$0	\$0	\$133,677
2. Supplies	\$3,458	\$0	\$0	\$3,458
3. Non-professional Services	\$0	\$0	\$0	\$0
4. Professional Services	\$0	\$0	\$0	\$0
5. Sub-awards to Partners	\$0	\$0	\$0	\$0
6. Marketing Expenses	\$6,500	\$0	\$0	\$6,500
7. Equipment/Fixed Assets	\$0	\$0	\$0	\$0
8. Program Evaluation	\$58,184	\$0	\$0	\$58,184
9. Other Direct Costs	\$480,000	\$0	\$0	\$480,000
DIRECT COST SUBTOTAL	\$681,819	\$0	\$0	\$681,819
10. Indirect Costs**	\$68,181	\$0	\$0	\$68,181
TOTAL (Direct Cost Subtotal + Indirect Costs)	\$750,000	\$0	\$0	\$750,000

*Within each cost category in blue, expenses should be itemized in sufficient detail to allow the City to determine the allocability and reasonableness of the expense (e.g., salary and benefits should be listed for each position, sub-awards should be itemized for each partner).

**Indirect costs cannot total more than 10% of the total direct costs, unless the Grantee has an established Negotiated Indirect Cost Rate with a federal agency.

Salaries and Benefits

- **Direct Investment Program Coordinator**
 - .50 FTE
 - Salary funded by the Grant =\$36,080.04
 - Benefits funded by the Grant =\$5,412

- Payroll taxes funded by the Grant = \$3,067
- **Direct Investment Program Manager**
 - 1.0 FTE
 - Salary funded by the Grant = \$72,160.08
 - Benefits funded by the Grant = \$10,824.01
 - Payroll taxes funded by the Grant = \$6,133.61
- **Participant and Payment Coordinator duties include**
 - Supporting the Program by facilitating processes including application distribution, eligibility determination, recruiting research participants, informed consent data collection, conducting a warm hand-off to the evaluator for research activities such as surveys and/or interviews, coordinating and establishing learning communities and listening sessions
 - Facilitating the processing of GI payments to Program participants
 - Establishing and monitoring closed universe social media forum
 - Troubleshooting issues related to payment, learning communities, listening sessions
 - Referring Program participants to other resources and supports, including free services and impact programs offered by United Way
 - Reviewing, confirming, and maintaining strong knowledge of all requirements outlined in Program-relevant contracts, such as with the City of Sacramento and CSUS
 - Maintaining detailed records, invoices, and receipts of all expenses related to the operation and administration of the Program
 - Stewarding and cultivating relationships with Program participants
 - Organizing attendance, managing logistics, setting agendas, preparing materials and transcribing meeting minutes
- **DIP Manager duties include**
 - Developing, supervising, and innovating processes including application distribution, eligibility determination, recruiting research participants, informed consent data collection, conducting a warm hand-off to the evaluator for research activities such as surveys and/or interviews, participating in learning communities and listening sessions
 - Managing the daily operations of the Program, including ensuring the accurate and timely processing of GI payments to Program participants
 - Consulting with and advise the Sr. Director of Impact, the President/CEO and the Participant and Payment Coordinator on key issues, successes, and challenges related to the Program
 - Collecting, compiling, and securely storing Program-related data including information regarding participants, provided services and programming, referrals, collaborative meetings and partnerships
 - Maintaining consistent availability and contact methods for Program participants and community members inquiring about Program operations
 - Managing the development, administration, and implementation of the Program evaluation

- Drafting, editing, finalizing and submitting detailed invoices and reports to the City and internal staff as required
- Conducting policy and other research to draft written materials and give presentations that amplify the goals, experiences, and outcomes of the Program
- Leveraging partnerships, internal resources, and staffing to achieve intended outcomes
- Stewarding and cultivating relationships with Program participants
- Produce copy and basic design input for use by Marketing
- Planning and executing public events related to the Program
- Maintaining working knowledge of current, comparable initiatives/programs in the region, specifically to identify common practices and valuable alternatives
- Attending community meetings and events to amplify the the goals, experiences, and outcomes of the Program

Supplies include

- Account for a secure social media platform
- Bus passes for Program participants to attend listening sessions
- Gift cards to incentive Program participants to attend listening sessions and participate in research evaluations
- Cardstock, printer paper and ink, notepads and pens

Professional Services

- Program Evaluation Contract with California State University, Sacramento, which will include policy and other research, evaluation design, distribution, analysis, report drafting and publication

Marketing Expenses include

- Design, create, and distribute materials, community outreach documents, and website updates to educate the community about Program eligibility, application and closeout periods. Distribution includes purchasing advertisements on traditional and social media to solicit applicants.
- Translation of materials and community outreach documents
- Website update to inform community about the Program, facilitate application submission and processing, and inform of closeout period for application
- Design, create, and distribute information about the progress of the Program, including to invite participants to listening sessions and other events
- Publication and promotion of any interim Program evaluation reports

Other Direct Costs include

- GI payments directly to program participants

Indirect Costs include

- Indirect Salaries
- Utilities
- Internet and Phone
- Accounting expenses

Attachment 3

Assurances of Compliance with Civil Rights Requirements

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated in this attachment 3. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's programs funded under this Agreement.

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 title 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). The 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, the 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 term of this agreement.
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 contract 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 recipients 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 contract (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 contract 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. 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 City 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 City if Grantee has received no complaints under Title VI.

9. In its monthly reporting, Grantee must provide documentation of any determination by an administrative agency or court finding non-compliance with Title VI and Grantee's 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 to the City. In the absence of such disclosures, Grantee is certifying that it has not been the subject of any court or administrative agency finding of discrimination.

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 agreement. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-grantees.

11. The United States of America has the right to seek judicial enforcement of the terms of this attachment 3, and nothing in this agreement alters or limits the federal enforcement measures that the United States may take in order to address violations of this agreement or applicable federal law.

RESOLUTION NO. 2022-0220

Adopted by the Sacramento City Council

June 28, 2022

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Establish Food Security Initiatives Project

BACKGROUND

- A. Along with other public agencies across the country, the City of Sacramento has, and continues to face extraordinary challenges as a result of the COVID-19 pandemic.
- B. The American Rescue Plan Act (ARPA) was established in March 2021 to help in responding to the ongoing COVID-19 pandemic and public health emergency.
- C. On September 14, 2021, the City Council provided guidance by adopting the City's ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement the adopted ARPA Framework.
- D. On October 19, 2021, City Council adopted Resolution No. 2021-0313, which: authorized the City Manager or City Manager's designee to accept \$112.2 million of ARPA funding; established the ARPA Reinvestment Fund (Fund 1003); and allocated \$112.2 of ARPA funds to provide government services and budget the resulting available resources in the ARPA Reinvestment Fund.
- E. Among the priorities identified in the ARPA Framework was a \$1.5 million investment in food security initiatives. Specifically, the ARPA Framework allocated \$1 million to support the Food Justice Task Force and \$500,000 to support local food bank providers.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The ARPA Food Security Initiatives Project (I02612070) is established as a new Multi-Year Operating Project.
- Section 2. The City Manager or the City Manager's designee is authorized to transfer \$1,500,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the ARPA Food Security Initiatives Project (I02612070).


Adopted by the City of Sacramento City Council on June 28, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  07/11/2022

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Motion No. 2022-0230 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Grant Agreement with Sacramento Convention and Visitors Bureau (Visit Sacramento) to Support Tourism Recovery through Iconic Event Production

City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Grant Agreement with Sacramento Convention and Visitors Bureau (Visit Sacramento) to Support Tourism Recovery through Iconic Event Production [Published for 10-Day Review 07/06/2022]

File ID: 2022-01301

Location: Citywide

Action: Passed **Motion No. 2022-0230** authorizing the City Manager or the City Manager's designee to execute an American Rescue Plan Act Grant Agreement in an amount not-to-exceed \$1,500,000 with Visit Sacramento to support tourism recovery through the production of iconic events.

Contact: Megan Van Voorhis, Cultural and Creative Economy Manager, (916) 808-5979, mvanvoorhis@cityofsacramento.org; Jody Ulich, Director of Convention & Cultural Services, (916) 808-5105, julich@cityofsacramento.org; Michael Jasso, Assistant City Manager, (916) 808-1380, mjasso@cityofsacramento.org

Source: Draft Minutes for the July 19, 2022 City Council Meeting.

Motion No. 2022-0238 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with Sacramento Food Bank & Family Services for a Food Assistance Program

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with Sacramento Food Bank & Family Services for a Food Assistance Program

File ID: 2022-01311

Location: Citywide

Action: Passed **Motion No. 2022-0238** authorizing the City Manager or the City Manager's designee to execute an ARPA Grant Agreement with Sacramento Food Bank & Family Services in an amount not-to-exceed \$500,000 for a food assistance program.

Contact: Denise Malvetti, Deputy Director, (916) 808-7064, dmalvetti@cityofsacramento.org, Ginger Weagraff, Development Project Manager, (916) 808-1222, gweagraff@cityofsacramento.org, City Manager's Office of Innovation and Economic Development

Source: Draft Minutes for the July 19, 2022 City Council Meeting.

Motion No. 2022-0239 City Council COVID-19 Response: ARPA Framework and Funding Priorities: American Rescue Plan Act (ARPA) Grant Agreement with Center for Workers' Rights for Continued Operation of the Coronavirus Job Protection Helpline

**City Council COVID-19 Response: ARPA Framework and Funding Priorities:
American Rescue Plan Act (ARPA) Grant Agreement with Center for Workers'
Rights for Continued Operation of the Coronavirus Job Protection Helpline**

File ID: 2022-01338

Location: Citywide

Action: Passed **Motion No. 2022-0239** authorizing the City Manager or the City Manager's designee to execute an American Rescue Plan Act Grant Agreement in an amount not to exceed \$550,000 with Center for Workers' Rights for continued operation of the Coronavirus Job Protection Helpline.

Contact: Aubree Taylor, Development Project Manager, (916) 808-7191, ajtaylor@cityofsacramento.org; Denise Malvetti, Deputy Director, (916) 808-7064, dmalvetti@cityofsacramento.org; City Manager's Office of Innovation and Economic Development

Source: Draft Minutes for the July 19, 2022 City Council Meeting.

RESOLUTION NO. 2022-0238

Adopted by the Sacramento City Council

July 26, 2022

ARPA Framework and Funding Priorities: ARPA Northgate Boulevard Economic Recovery Plan Framework

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the Sacramento City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The Framework included an allocation of \$5 million to support the recovery of the Northgate Boulevard commercial corridor.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The ARPA Northgate Boulevard Economic Recovery Plan Framework attached as Exhibit A is approved.

SECTION 2. The ARPA Northgate Boulevard Project (I02612080) is established as a new Multi-Year Operating Project.

SECTION 3. The City Manager or the City Manager's designee is authorized to transfer \$5,000,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the ARPA Northgate Boulevard Project (I02612080).

SECTION 4. Exhibit A is part of this resolution.

TABLE OF CONTENTS:

Exhibit A – ARPA Northgate Boulevard Economic Recovery Plan Framework


Adopted by the City of Sacramento City Council on July 26, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: 

Mindy Cuppy, City Clerk

08/05/2022

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Exhibit A

ARPA Northgate Boulevard Economic Recovery Plan Framework	
Proposed Program	Description
Northgate Blvd. Clean and Safe Improvements	
Traffic Safety and Physical Infrastructure Improvements	<p>This project will provide clean and safe investments to support economic recovery and public health on Northgate Blvd. Improvements to the physical infrastructure include, but is not limited to the following:</p> <ul style="list-style-type: none"> • Replacing the fencing along Northgate Blvd. from W. El Camino Ave. to Bowman Ave. and from Potomac Ave. to Winterhaven Ave. • Implementing traffic calming measures, enhancing signalization infrastructure, and improving transportation networks such as public transit, walking, biking, and driving to promote accessibility and safety for people of all ages and abilities
Lighting Program	<p>This program will improve lighting along Northgate Blvd. to ensure public safety and attract customers to Northgate businesses that were economically impacted by the pandemic with a goal of consistent lighting following Crime Prevention Through Environmental Design (CPTED) guidelines.</p>
Northgate Blvd. Business Support	
Northgate Blvd. Food Business Program	<p>Northgate Blvd. food-based business recovery support includes but is not limited to the following:</p> <ul style="list-style-type: none"> • Work with property owners at 2630 -2650 Northgate Blvd and 561 Peralta Ave to activate the existing space for food trucks to serve local workers and residents • Promote and advertise food-based business events and activations • Provide support to businesses through the AI-Fresco permitting process that will allow restaurant owners the ability to build code-compliant, durable, and vibrant outdoor dining spaces that will foster economic growth to the businesses that were impacted by the pandemic and contribute to Northgate Blvd's dining scene

	<ul style="list-style-type: none"> • Provide technical assistance (consulting) to small/micro food-based businesses (permitting, operations, access to capital, staffing, etc.)
Northgate Blvd. Small/Micro Business Grants	This program will provide grants to eligible Northgate Blvd. small/micro businesses that have experienced a negative economic impact because of the COVID-19 public health emergency.
Northgate Blvd. Small/Micro Business Commercial Lease Support	The program will support Northgate Blvd. small/micro businesses through commercial lease education workshops/training events and provide mediation services for commercial tenants and landlords
Northgate Blvd. Creative Placemaking and Beautification	<p>Northgate Blvd. placemaking to support business and commercial district recovery:</p> <ul style="list-style-type: none"> • Design and install new banner flags on street poles that designate/brand the Northgate commercial district as a destination to work, play, shop, dine and more.
Northgate Blvd. Nonprofit Support	
Support for Northgate Nonprofit Organizations	The program will provide local assistance in the form of competitive grant funding for nonprofit organizations that have experienced a negative economic impact due to the COVID-19 public health emergency.

American Rescue Plan Act (ARPA) Reinvestment Fund Programs

(reflects Council actions through 6/28/2022)

Program Description	Approved Expenditure	Category
ARPA Reinvestment Fund (Fund 1003)	\$112,313,331	
Aggie Square Job Center	1,000,000	3
Al Fresco Dining Program Development	200,000	1
Animal Services for the Homeless (ASHR) Response Team	753,230	2
ARPA Grant Liaison Consulting Services	530,490	5
Arts and Cultural Nonprofits	2,250,000	4
Arts Journalism Grant Program	250,000	4
Business Compliance Unit (BCU) Night Team	1,656,101	5
Center for Workers' Rights	550,000	3
Citywide Equity Study	250,000	1
Code Enforcement	205,683	2
Community Response Staffing Expansion	1,025,157	2
Comprehensive Siting Plan - Location Buildout	3,869,400	2
Comprehensive Siting Plan - Meadowview Acres Tree Removal	224,999	5
Comprehensive Siting Plan - Property Acquisition	12,783,299	2
Continuation of Existing Homelessness Programming	7,933,277	2
COPS Hiring Program Grant Matching Funds	4,057,327	5
Creative Businesses	1,750,000	4
Creative Economy Focused Youth Workforce Development	1,500,000	4
Direct Investment Program	750,000	3
Downtown Core and Old Sacramento Revitalization	3,875,000	1
Food Justice Task Force	1,000,000	3
Forensiclean Extended Services	1,000,000	2
Gang Prevention and Intervention	1,500,000	3
Homeless and Housing Commitment	8,530,664	2
Illegal Dumping Support	787,000	2
Individual Artists and Creatives	2,750,000	4
K Street Lighting	619,150	1
Labor Negotiations	9,893,510	5
Lighting and Safety Enhancement	1,125,000	1
Local Food Bank Provider Support	500,000	3
North Sacramento Code Enforcement and Outreach	450,000	1
Public Records Staffing	3,639,334	5
Public Works Support of Homelessness Programming	572,000	2
Respite Centers Program	2,240,290	2
Sacramento Inclusive Economic Development Collaborative	3,500,000	1
Sacramento Native American Health Center	100,000	1
Small Business Priorities	7,380,850	1
Substance Use Respite and Engagement Program	1,300,000	2
Tourism Recovery through Iconic Event Production	1,500,000	4

Program Description	Approved Expenditure	Category
Towing Administration Fee Reform	200,000	1
Vaccine Outreach and Education	1,000,000	1
Workforce Training Programs	2,750,000	3
Youth Pop-Up Program	1,300,000	3
	<u>\$99,051,761</u>	
ARPA Balance	\$13,261,570	

Allocation of ARPA by Mayor/Council Priorities	Category	Funding
Small Business and Commercial Corridor Revitalization	1	18,700,000
Homeless and Housing Commitment	2	41,000,000
Youth, Workforce Training, and Gang Prevention	3	9,350,000
Arts, Creative Economy, and Tourism	4	10,000,000
Citywide Organizational Needs	5	20,001,761
	Total	\$ 99,051,761

RESOLUTION NO. 2022-0244

Adopted by the Sacramento City Council

July 26, 2022

ARPA Framework and Funding Priorities: Workforce Framework and Spending Plan

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. This Framework included a \$7,100,000 line item for Youth, Workforce Training, and Gang Prevention. On February 15, 2022, as part of the Fiscal Year (FY) 2021/22 Midyear Budget discussions, the City Council allocated \$5 million to workforce development services for youth. From these categories, staff directed \$720,000 from ARPA Youth, Workforce Training, and Gang Prevention and \$750,000 from FY 2021/22 Midyear youth workforce development for this agreement for a total amount not to exceed \$1,470,000. Issuing a grant to PRO Youth & Families, Inc. to help youth recover from the negative impacts of COVID-19 by providing economic support and

critical job-readiness skill development that was interrupted and stalled due to the pandemic, as provided in the grant agreement, is a necessary expenditure.

- G. On October 19, 2021, City Council adopted Resolution No. 2021-0313, which authorized the City Manager or City Manager's designee to accept \$112.2 million of American Rescue Plan Act of 2021 (ARPA) funding; establish the ARPARG (Fund 1003); and allocate \$112.2 million of ARPA funds to provide government services and budget the resulting available resources in the ARPARG to assist with the recovery and reopening resulting from the impacts of COVID-19.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The City Manager or the City Manager's designee is authorized to transfer \$720,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the Children and Youth Services Program (I02001830).

SECTION 2. The City Manager or the City Manager's designee is authorized to transfer \$750,000 from the expenditure budget of the FY2021/22 Mayor/Council Economic Development and Youth Priorities Project (I02180910) to the expenditure budget of the Children and Youth Services Program (I02001830).

SECTION 3. The City Manager or the City Manager's designee is authorized to execute a Grant Agreement in an amount not to exceed \$1,470,000 with PRO Youth & Families, Inc. for the #SacYouthWorks Summer 2022 Program attached as Exhibit A.

SECTION 4. Exhibit A is part of this resolution.

TABLE OF CONTENTS:

Exhibit A – Grant Agreement


Adopted by the City of Sacramento City Council on July 26, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  08/18/2022

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Grant Agreement

This GRANT AGREEMENT, dated June 1, 2022, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "City"), and PRO Youth & Families, Inc, a California non-profit corporation (the "Grantee").

Background

In response to the world-wide spread of the respiratory illness coronavirus disease 2019 (COVID-19), the Federal Health and Human Services Secretary declared a national public health emergency in the United States on January 31, 2020; Governor Gavin Newsom proclaimed a state of emergency in the State of California on March 4, 2020; the County of Sacramento proclaimed a public health emergency on March 5, 2020; the City Council declared it a local emergency on March 13, 2020; and on that same day, the President of the United States declared a national emergency.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20, which ordered all California residents to stay home or at their place of residence except as needed to maintain operations of certain federal critical infrastructure sectors. That same day, the Public Health Officer of the County of Sacramento issued a similar stay-at-home order which made exceptions only to do essential activities, conduct essential government functions, and operate essential businesses. On June 15, 2021, the State moved forward with re-opening the economy and began the process of winding down many of the Executive Orders put in place since the beginning of the pandemic. Since that time, COVID-19 cases have increased substantially.

Prior to the reopening of the State, the federal American Rescue Plan Act of 2021 ("ARPA") was signed into law on March 11, 2021. The ARPA builds upon previously enacted aid measures such as the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Under the ARPA, the City of Sacramento will receive approximately \$112 million from the "Coronavirus Local Fiscal Recovery Fund" (\$56 million in May 2021 and \$56 million anticipated in May 2022) directly from the federal Department of the Treasury. The Assistance Listing Number assigned to ARPA funds is 21.027.

The ARPA provides that payments from the Coronavirus Local Fiscal Recovery Fund may only be used: "(a) To respond to the public health emergency [with respect to the Coronavirus Disease 2019 (COVID-19)] 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."

On October 19, 2021, the City Council adopted Resolution 2021-0313, which among other things, established the ARPA Reinvestment Fund (“**ARPARF**”), allocated \$112.2 million of ARPA funds to provide government services, and budgeted the resulting available resources in the ARPARF to assist with the recovery and reopening resulting from the impacts of COVID-19, including projects and programs to address small business and commercial corridor revitalization, homeless and housing, youth workforce training, and gang prevention.

Based on the availability of allocated funds, the City has decided to provide funding to the Grantee to further the purposes of the ARPARF and ARPA, as provided in this agreement.

[This agreement helps vulnerable youth from disproportionately impacted Priority Neighborhoods (as described in Attachment 1c) recover from the negative economic impacts of COVID-19 by providing financial support, critical work-based learning and job-readiness skill development that was interrupted and stalled due to the pandemic, as well as mental health training, as part of the #SacYouthWorks Summer 2022 Cohort (the “**Program**”), more particularly described in Attachment 1.)

With these background facts in mind, the City and Grantee agree as follows:

1. **Term.** This agreement takes effect as described in section 10 and terminates on December 31, 2023, subject to early termination under section 7.
2. **Disbursement of Funds.** The City shall disburse to the Grantee a total sum not to exceed \$1,470,000 in accordance with section 3 below. In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after October 31, 2022. The funds disbursed by the City under this agreement are derived from two funding sources: (1) \$720,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) and (2) \$750,000 (Measure U Fund, Fund 2401) from the FY2021/22 Mayor/Council Economic Development and Youth Priorities Project (I02180910). For purposes of this agreement, these funds will collectively be referred to as “**Awarded Funds.**”
3. **Manner of Disbursement.** The City will make payments to the Grantee as follows:
 - (a) *Initial Payment.* The City shall make an initial disbursement of \$ 1,176,000, which represents 80% of the total Awarded Funds, to the Grantee within 90 days after this agreement has been signed by all parties.
 - (b) *Final Payment.* As a condition of receiving final payment under this agreement, the Grantee shall provide the City with (i) the closeout report required under section 8(f), below. The City may additionally request any additional documentation it determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after invoice and closeout

report approval. Upon review and approval of the closeout report, the City shall disburse the remaining 20% of the Awarded Funds, in the amount of \$ 294,000

4. Authorized Uses. The following terms apply to the Grantee's activities and expenditures related to this agreement:

- (a) The Grantee may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in Attachment 1 ("**Authorized Activities**") in accordance with the budget listed in Attachment 2 ("**Approved Budget**"). If a term included in Attachment 1 is stated as an obligation, then the Grantee is obligated to perform the term under this agreement.
- (b) The Grantee may seek reimbursement solely for eligible costs that it incurs between the effective date of this agreement and October 31, 2022. If Grantee receives a refund or credit for any cost for which it received a payment of Awarded Funds , Grantee shall return Awarded Funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 9 no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.
- (c) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days of the City's determination, unless the City approves in writing an alternative repayment plan.
- (d) The Grantee shall not use the Awarded Funds to supplant funding provided by the City to the Grantee under any other agreement. The Grantee shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using ARP funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
- (e) If the Grantee has received other ARPA or Awarded Funds from the City, ARPA funds any other entity, or has received other federal funds (e.g., Coronavirus Relief Act funds, payroll protection act loan, etc.), Grantee shall not use the Awarded Funds awarded pursuant to this agreement to pay for direct or indirect costs already covered by the federal funds, ARPA payments, or other ARPARE payments

5. Books and Records. During the term of this agreement and for five years after the termination or expiration of this agreement, the Grantee shall keep appropriate books, records, and accounts in connection with the Awarded Funds and activities performed under this agreement and is subject to the following:

- (a) The Grantee shall maintain all records related to this agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of ARPARE funds and the

disbursements of Awarded Funds to meet eligible expenses; (ii) budget records for all years covered by this agreement; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using ARPARG funds and all documents related to such contracts; (vi) grant subaward agreements entered into using ARPARG funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of ARPARG funds; and (x) all investigative files and inquiry reports involving payment of ARPARG funds.

(b) The Grantee shall make its books, records, and accounts (both those that relate to this agreement and those that do not), employees, performance-related records, property, and equipment related to this agreement available to the City's Accounting Manager (the "**Accounting Manager**"), the City Auditor, and any independent auditor at all reasonable times so that the Accounting Manager, City Auditor, or an independent auditor may determine whether the Grantee has complied with this agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the Awarded Funds .

(c) Upon demand by the City, given in accordance with section 9, the Grantee shall reimburse the City for all Awarded Funds that the Accounting Manager, City Auditor, or an independent auditor determines were expended for activities other than Authorized Activities in accordance with this agreement, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.

6. Supervision or Discipline of Minors. The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.

7. Termination. The City may terminate this agreement if the City Manager determines that:

(a) The Grantee has failed to perform, or has performed unsatisfactorily, any term of this agreement, including failing to use the Awarded Funds solely for Authorized Activities, as set forth in Attachment 1;

(b) The Grantee has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this agreement; or

- (c) There is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Authorized Activities.

8. Grantee/Subrecipient Requirements. In connection with its activities and expenditures related to this agreement, the Grantee shall do the following:

- (a) The Grantee shall follow the City's procurement standards in AP4001, AP4101, AP4102, and AP4002 when contracting for goods, services, or public projects (as defined in AP4002);
- (b) The Grantee shall comply with the provisions of title 24, Code of Federal Regulations, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status;
- (c) The Grantee shall enter into a written grant subaward agreement for each subaward of Awarded Funds that the Grantee makes to a subrecipient (including CBO-subgrantees);
- (d) The Grantee shall enter into a written contract when it purchases goods or services using Awarded Funds;
- (e) The Grantee shall ensure that each written grant subaward agreement for a subaward of Awarded Funds imposes on the subrecipient all the obligations that this agreement imposes on the Grantee;
- (f) Prior to receipt of the final disbursement of ARPARG funds under this agreement, the Grantee shall provide the City with a closeout report that includes all the following: (i) a narrative explanation of the Grantee's accomplishment of all goals set forth in the Authorized Activities; (ii) an itemized list of all expenditures of ARPARG funds; (iii) the name of each of its subgrantees of Awarded Funds, and the amount of each subaward; (iv) the name of each of its contractors who were paid with ARPARG funds, and how much they were paid; (v) the amount of each contract for the purchase of goods or services that was paid for in whole or in part with ARPARG funds; (vi) a copy of each grant subaward agreement between the Grantee and a subrecipient for a subaward of ARPARG funds; (vii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with ARPARG funds; (viii) all information required to be reported under attachment 1; and (ix) any other information that the City may request to demonstrate that the ARPARG funds were used solely for Authorized Activities in accordance with this agreement. The Grantee shall include with the report a certification that it used the Awarded Funds solely for Authorized Activities in accordance with the terms of this agreement.

- 9. Notices.** Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 9 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
Office of the City Manager
915 I Street, 5th Floor
Sacramento, California 95814
Attention: Lindee Lane, Manager, Office of Youth Development

If to the Grantee:

PRO Youth and Families
4625 44th Street
Sacramento, CA 95820
Attention: Staci Anderson, CEO

- 10. Effective Date.** This agreement is effective on June 1, 2022.

- 11. Indemnity.** The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "**Liabilities**"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the direct supervision and control of the Grantee.

12. Insurance. During the term of this agreement, the Grantee shall maintain insurance coverage as follows:

- (a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its subcontractors, products and completed operations of Grantee, its subcontractors, and premises owned, leased, or used by the Grantee, its subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.
- (b) The minimum limits of insurance required by section 12(a) may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance must contain, or be endorsed to contain, a provision that it applies on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of such umbrella or excess coverage and does not contribute with it.
- (c) The City, its officials, employees, and volunteers must be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee and its subcontractors; products and completed operations of Grantee and its subcontractors; and premises owned, leased, or used by Grantee and its subcontractors.
- (d) The policies must contain, or be endorsed to contain, the following provisions:
 - (1) Grantee's insurance coverage, including excess insurance, is primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of Grantee's insurance and does not contribute with it.
 - (2) Any failure to comply with reporting provisions of the policies does not affect coverage provided to the City, its officials, employees, or volunteers.
 - (3) Coverage must state that Grantee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (e) The Grantee shall provide the City with 30 days' written notice of cancellation or material change in the policy language or terms.
- (f) Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this section 12 must be declared to and approved by the City in writing prior to execution of this agreement.
- (g) The Grantee shall furnish the City with certificates evidencing the Insurance required. The certificates must be forwarded to the City representative named in section 9. Copies of policies must be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
- (h) For all insurance policy renewals during the term of this agreement, the Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
 c/o EXIGIS LLC
 P.O. Box 947
 Murrieta, CA 92564

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

- (i) The City may withdraw its offer of contract or terminate this agreement if the certificates of insurance required have not been provided prior to execution of this agreement. The City may withhold payments to the Grantee or terminate the agreement if the insurance is canceled or the Grantee otherwise ceases to be insured as required by this section 12.
- (j) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.
- (k) The Grantee's liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this agreement.

13. Conflicts of Interest. The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee's performance under this agreement.

14. Miscellaneous.

- (a) *Assignment.* The Grantee may not assign or otherwise transfer this agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 14(a) is void.
- (b) *Successors and Assigns.* This agreement binds and inures to the benefit of the successors and assigns of the parties. This section 14(b) does not constitute the City's consent to any assignment of this agreement or any interest in this agreement.
- (c) *Interpretation.* This agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2 are part of this agreement.
- (d) *Waiver of Breach.* A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party's breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (e) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
- (f) *Counterparts.* The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
- (g) *Time of Essence.* Time is of the essence in performing this agreement.
- (h) *Compliance with all Laws, Requirements, and Orders.* The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws to ensure that Grantee does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).


- (i) *Authority to Sign.* The person signing this agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this agreement. City shall have no obligations whatsoever under this agreement, unless and until this agreement is executed by the City Manager or the City Manager's authorized designee.
- (j) *Tax Implications and Consequences.* The City makes no representations as to the tax consequences associated with the disbursement of Awarded Funds related to this agreement, and any determination related to this Issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the ARP funds disbursed to Grantee under the terms of this agreement.
- (k) *Integration and Modification.* This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

(Signature Page Follows)

CITY OF SACRAMENTO,
a California municipal corporation

GRANTEE

By: _____
Mario Lara, Assistant City Manager

By: 
Staci Anderson (Jul 19, 2022 1:10:22 PDT)
Staci Anderson, President & CEO

Dated: _____, 2022

Dated: _____, 2022

Attest
Sacramento City Clerk

By: _____
Deputy City Clerk

Approved as to Form
Sacramento City Attorney

By: 
Kurt Wendler (Jul 19, 2022 1:7:35 PDT)
Deputy City Attorney

Attachment 1
Authorized Activities

1. Grantee will be the lead organization to engage a network of community-based organizations (“CBO-subgrantee(s)”) to fulfill the goals of the Program as specified below. The Grantee shall use the Awarded Funds solely for following Authorized Activities:

- A. Delivering 40 hours of work-based learning programming which shall be consistent with the City’s Citywide Youth Development Plan (Attachment 1b) and shall respond to the negative economic impacts of COVID-19 by providing youth (ages 14 through 18) participants with financial support, critical work-based learning and job-readiness skill development that was interrupted and stalled due to the pandemic, and mental health training, through a network of CBO-subgrantees.
- B. Administering the Program, including contract management and fiscal oversight.
- C. Recruiting Sacramento youth who reside in or attend high school in the City’s disproportionately impacted Priority Neighborhoods (Attachment 1c) located in Qualified Census Tracts.
- D. Integrating the basic components of the following *Connect, Earn, Learn* Framework into the Program: (i) the *Connect* component includes one-on-one and cohort-based coaching and connecting program participants to a service project or other applied work-based learning opportunity for a minimum of 20 program hours, such as project based internships with local businesses or non-profit organizations, COVID-19 community relief efforts including, food distribution, social media campaigns, or peer mental health counseling; (ii) the *Learn* component includes providing participants with a minimum of 15 workforce readiness training hours; and (iii) the *Earn* component provides that each youth participant will earn a stipend for completing 40 program hours.
 - a) Structuring the Program to include (3) discrete tracks including 1) Traditional #SYW Track 2) Mental Health Track; and 3) Larger-Scale Youth Events Track.
- E. Achieving the following results with the youth that participate in the Program:
 - a) 65% of the youth must report improvement in their personal mental wellness, as measured by:

- I. Youth report increased feelings of connectedness to caring adults, positive peer relationships, school, and/or community; and
 - II. Youth report feeling more hopeful about their future.
- b) 75 % of the youth must report increased college readiness and work-based learning skills, as measured by:
- I. Youth report increased foundational skills (for example: critical thinking, time management, problem solving, conflict resolution, teamwork, and technological skills);
 - II. Youth report feeling more hopeful about their ability to pursue post- secondary goals; and
 - III. Youth report an increased knowledge of career paths.
- c) 75% of the youth participating in the Mental Health Track must report an increase in knowledge about mental health and wellness, as measured by:
- I. Youth report an increase in knowledge about how COVID-19 impacts mental wellness;
 - II. Youth report an increase in knowledge about the mental health system;
 - III. Youth report a reduction in stigma and increased ability to talk openly about mental wellness to friends, family, and community; and
 - IV. Youth report an increase in knowledge about mental health resources.
- F. Providing programmatic and fiscal oversight, and support, for the CBO-subgrantee network that participates in the Program, including:
- a) Establishing basic standards for high-quality programming, as outlined in Section 1(A). The Grantee shall make every effort to integrate the five youth development supports and opportunities and social justice principles outlined in the Citywide Youth Development Plan (Attachment 1b) when designing and overseeing the Program;
 - b) Implementing the CBO-subgrantee selection process that considers geographical distribution within the Sacramento city limits and minimum criteria that includes target population, program quality, COVID-19 project response, and provider

capacity to maintain a 1:15 adult-to-youth ratio;

- c) Ensuring each subgrantee has an official safety plan in place that ensures safety of youth participants and considers general safety, COVID-19 guidelines, and virtual safety;
- d) Supporting youth provider subgrantee network with capacity building and one-on-one support to ensure program requirements are met, as well as assisting providers with connections to existing COVID-19 community service relief projects on an as needed basis;
- e) Supporting the overall initiative and youth provider subgrantee network through the design and deployment of streamlined processes including marketing, outreach, technology, technical assistance, and connections to existing youth work readiness training options on an as needed basis;
- f) Deploying standardized subgrantee, Program, and participant process and protocol tracking forms and collect and analyze data and information gathered through these mechanisms;
- g) Tracking disbursement of funds;
- h) Developing, implement, and analyze impact evaluation for overall Program; and
- i) Connecting with other citywide, City-run and City-funded youth initiatives to avoid duplication of efforts including geographically and youth served, leverage opportunities and resources where applicable, and identify opportunities to build bridges between and across programs to strengthen the citywide youth work-based learning program pipeline.

G. Achieving the following results with the Subgrantee network:

- a) 60% of subgrantees perceive the Program as a collaborative initiative among stakeholders;
- b) 60% of subgrantees are introduced to new stakeholder(s) supporting youth in the community; and
- c) 60% of subgrantees report an increase in organizational capacity due to their participation in #SYW.

H. Implementing and overseeing Program timeline to include:

- a) Release of Request for Proposals for identification and selection of CBO-subgrantees;
 - b) Award of contracts with CBO-subgrantees and kick-off orientation;
 - c) Launch of the Program;
 - d) Youth engagement in work-based learning experiences;
 - e) Provide minimum of two mandatory trainings for subgrantee provider network;
 - f) Program wrap up including, final report collection and graduation celebration; and
 - g) Complete final Program report.
- I. As part of the close out report referenced in section 8(f) of the agreement, document the following programmatic information to assist the City in measuring the effectiveness and outcomes of the Program and the Grantee's performance under this agreement. The Grantee shall track and report outcomes at individual levels for youth participants and CBO-subgrantees' outcomes by building collective capacity to support successful completion of youth participants in the Program. The close out report must include the following:
- a) Detailed description of the geographic and demographic distribution of funding, including whether it was provided to traditionally marginalized communities or populations with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups
 - b) Qualitative and quantitative data on how Grantee achieved or promoted equitable outcomes and progress toward equity goals (the City shall provide the Grantee with the required demographic questions)
 - c) Detailed statement explaining how the funds for Authorized Activities were used;
 - d) Total number of youth served;
 - e) Total number of work-based hours completed by participants broken down by training types and work/service hours;
 - f) List of internship and other applied work-based learning

placements of program participants

- g) Number and type of career paths explored with youth participants;
- h) List and profiles of youth provider subgrantees engaged;
- i) Number of hours and types of technical assistance provided to youth provider subgrantee network;
- j) Survey results to determine youth participant outcomes, per section 1(A)(3)(a);
- k) Survey results to assess the impact of training and technical assistance provided to subgrantee network, per section 1(A)(5)(a) of Attachment 1; and
- l) Amount of funding, staffing, and other resources leveraged through partnerships.

Attachment 1b Citywide Youth Development Plan

CITY OF SACRAMENTO

CITYWIDE YOUTH DEVELOPMENT PLAN

VISION

All Sacramento children and youth are valued and reach their fullest potential.

MISSION

The City of Sacramento leads collaboratively to provide systemic and sustainable investments and opportunities, harnessing collective assets to champion intentional and equitable pathways for young people to succeed.

VALUES STATEMENT

- **Youth Voice:** We honor the youth's statement, "Nothing about us without us."
- **Elimination of Systemic Barriers:** We believe it is our responsibility to actively seek ways to break systemic barriers so that youth have access and ability to fully utilize resources and supports.
- **Cultural Humility:** We commit to acknowledging our individual and institutional biases, accepting that there are gaps in our knowledge, and being open to new ideas.
- **Mutual Respect:** We build relationships through developing a culture of mutual respect and inclusivity.
- **Integrity:** We believe in conducting our work in an honest, moral, ethical, and accountable manner.
- **Innovation:** The status quo is unacceptable if it is not improving the lives of Sacramento children and youth, and thus, we call for thinking outside of the box to better support Sacramento's youngest residents.
- **Courage:** We believe that having the audacity to take risks, stand up for what is right, and address the most challenging situations is unquestionable.

GOALS: Through its own programs and strategic partnerships, the City of Sacramento will strive to achieve the following goals.

- Contribute to the healthy development of **children ages 0-5** so that they are prepared for school;
- Provide resources, support, and connection to effective programs and services that lead to **success in education**;
- Build **21st century skills** including leadership, workforce development, life, resiliency, and social-emotional skills;
- Provide opportunities for young people to become **active and engaged community members**;
- Create a **safe environment**, both physically and emotionally, in all settings, honoring culture and community;
- Promote **equity, justice, and accountability** with a concerted application of resources toward those youth in greatest need;
- Empower **families** to engage in their children's healthy development; and
- Implement the **youth development framework** in all program design, operations, and evaluation.



CITY OF SACRAMENTO

CITYWIDE YOUTH DEVELOPMENT PLAN

PROPOSED FRAMEWORK FOR CHILDREN & YOUTH PROGRAMS

When designing, implementing, and evaluating its children and youth programs, the City of Sacramento will strive to offer all young people, regardless of background, the highest-quality youth development experiences. To ensure these experiences result in positive outcomes, the City and its partners will provide youth with research-based supports and opportunities that integrate a set of social justice principles, aligning with the City's core values, into staff, program delivery, and organizational/institutional practices.

Social Justice Principles

- Analyze Power in Social Relationships
- Promote Systemic Social Change
- Make Identity Central
- Encourage Collective Action
- Embrace Youth Culture



Supports and Opportunities

Safety

- Emotional
- Physical
- Cultural

Relationship-Building

- With adults
- With peers

Skill-Building

- Challenging
- Interesting
- Leading to growth and mastery

Youth Participation

- Input and decision-making
- Opportunities for leadership
- Sense of belonging

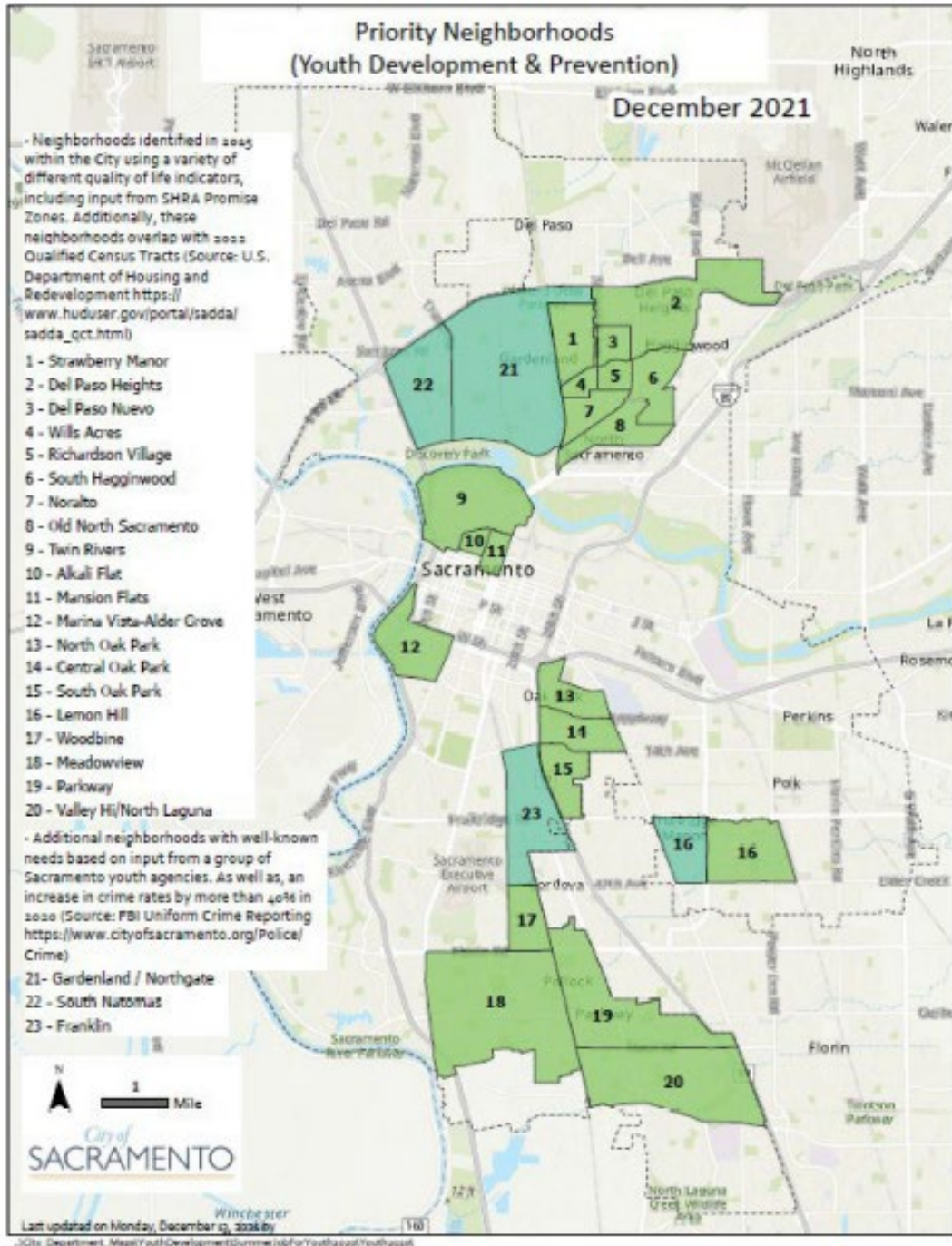
Community Involvement

- Ability to impact community



Page 21

Attachment 1c Priority Neighborhoods Map



Attachment 2 Budget

Purpose:

The purpose of the Budget Narrative is to provide support and an explanation for the amounts requested in the Budget Table (itemized cost list).

The Grantee must provide cost information for each applicable category listed below and explain how the requested funds will allow the Grantee to achieve the program goals. If you are not expending funds for a particular category, list \$0 for that category in your narrative and cost list. Each expenditure must be supported by a justification to support the cost. All costs must be reasonable and allocable.

Cost Categories:

A. Direct Costs, including:

- Salaries and Benefits: List the classification/title, percentage of time, salary or hourly rates, and benefits costs (if applicable) for every person funded by the grant. Briefly describe each position's roles and responsibilities for grant activities.
- Services and Supplies: Itemize all services and supplies to be purchased with grant funds to support the grant activities. If utilizing a subcontractor for professional or non-professional services, list subcontractor names (if known) and the amount of funds to be allocated to such services.
- Marketing Expenses: Costs related to advertising the program services to the target audience.
- Equipment/Fixed Assets: Itemize any equipment or fixed assets to be purchased with grant funds. List each piece of equipment or fixed asset separately.
- Program Evaluation: Itemize all costs associated with evaluating progress toward the program goals.
- Other: Itemize any other direct costs that are not listed in the categories above.

B. Indirect Costs:

- Indirect Costs: Itemize indirect costs. Please note that the indirect costs cannot total more than 10% of the total direct costs, unless the Grantee has an established Negotiated Indirect Cost Rate with a federal agency. If so, the Grantee must submit the indirect cost rate agreement as an attachment to justify its indirect costs.

Budget Table (Itemized Cost List)
Inserted below

Applicant Agency:	PRD Youth & Families
Program Name:	#SacYouthWorks: General Work-Based Learning, Mental Health Track, and #SummerRL Larger-Scale Youth Events
Contract Period:	Dates: 6/1/2022 to 09/30/2022
Programmatic Period:	July 1, 2022 to September 15, 2022

Budget Line Item	City of Sacramento Grant Amount	Other Sources of Support		Total Program Budget	Budget Justification & Notes: Provide a clear and concise justification for each line item to correspond with the amount indicated in column C and/or notes to correspond with columns D-E.
		Cash	In-Kind		
I. DIRECT COSTS - PERSONNEL					
Total Direct Service Staff Salaries	\$ 53,312			\$ 53,312	Justification: The Program Director (18 hrs/week x 17 weeks @ \$42/hour) will serve as the liaison to the City of Sacramento and provide oversight for the implementation of the project and partners; The Program Manager (20 hrs/week x 17 weeks @ \$26/hour) will serve as the liaison to partner organizations for all subcontractor matters, including payments and contracts, and support the leadership of the CBO network; The Project Coordinator (20 hrs/week x 17 weeks @ \$21/hour) will support day-to-day program coordination technical assistance for partners to ensure they have timely information and support to execute the day-to-day tasks associated with the project; Director of Training (8 hrs/week x 17 weeks @ \$42/hour) will develop the MindOneSix curriculum, coordinate delivery of training, provide training and technical assistance to partners for curriculum implementation; Office Manager (8hrs/week x 17 weeks @ \$26/hrs) will support with management and processing of payments for CBO partners/subawardees; CO (4 hrs/week x 17 weeks @ \$42/hours) will provide fiscal oversight and management to support project implementation and distribution of funds to partners/subawardees; IT Specialist (4 hrs/week x 17 weeks @ \$29/hour) will provide IT support to project to facilitate program management and shared file/data infrastructure to support partner network; Evaluation & Monitoring Manager (8hrs/week x 17 weeks x \$26/hour) will provide support for the development and implementation of the evaluation plan and data collection tools; Communications Manager (8hrs/week x 17 weeks x \$26/hour) will provide support for marketing and communication of program for partners, youth, and the larger community; Director of Strategic Planning and Grants Management (8hrs/week x 17 weeks x \$35/hour) will support collaborative program infrastructure as well as support capacity building initiatives for the network of CBO partners.
Total Direct Service Staff Fringe & benefits	\$ 3,551			\$ 3,551	
II. DIRECT COSTS - OTHER					
Total Equipment/Furniture	\$ -			\$ -	
Total Facility Rental	\$ 5,000			\$ 5,000	Facility Rental to host in-person CBO network meeting and/or youth celebration
Total Food	\$ 3,500			\$ 3,500	Food for in-person network meetings and/or end-of-program youth celebration.
Total General Office Supplies	\$ 1,200			\$ 1,200	4 months @ \$300/month for general office supplies, printers, copiers, etc.
Total Participant Incentives				\$ -	
Total Program Supplies				\$ -	
Total Youth & LBS Training	\$ 23,000			\$ 23,000	Justification: \$7,000 (\$3500 per person/20 participants) MindOneSix Facilitator Training and technical assistance; Train 20 CBO partners to present MindOneSix mental wellness curriculum to youth; \$10,000 IMAGO: Online learning platform to support CBO network with training youth in work-readiness, interpersonal skills, and career pathway exploration; \$6,000 for CBO trainings that may include positive youth development, mental wellness, youth workforce opportunities, virtual facilitation, nonprofit administration, leadership skills;
Total Telephone/Internet/Communications	\$ 1,056			\$ 1,056	Zoom licenses (4 months x 4 licenses x \$60/licenses). Tockify Calendar annual membership \$96
Total Travel/Transportation	\$ 702			\$ 702	PRD/YFC Travel to Subcontracting sites, program related meetings, etc. including mileage (.50\$ per mile x 1,200 miles) and parking fees.
III. YOUTH WAGES AND STIPENDS					
Total Youth Wages	\$ -			\$ -	
Total Youth Wages Fringe	\$ -			\$ -	
Total Youth Stipends	\$ 375,000			\$ 375,000	See "All Subcontractors" tab. Youth Stipends: All youth will receive a \$500 stipend upon completion of 40 program hours.
IV. ADMINISTRATIVE/INDIRECT COSTS					
Total Administrative/Indirect Costs	\$ 177,148			\$ 177,148	Justification: 10% Covers a portion of costs for Executive/Administrative staff including President/CEO, Director of Operations, and Human Resources. Supports IT infrastructure, Audit, General liability and Insurances, accounts payable, banking/fiscal fees, rent, utilities, telephone, and in-house printer.

V. SUBCONTRACTORS - COMPLETE Y1 SUBCONTRACTORS SHEET				
Total Subcontractors	\$ 774,375			\$ 774,375
VI. PROGRAM EVALUATION				
Total Program Evaluation	\$ 6,500			\$ 6,500
Justification: Data collection tools such as, Survey Monkey, Formstack, Mentimeter, etc.				
VII. OTHER				
Total Other	\$ 22,500			\$ 22,500
Marketing and Communication: \$7500 to support design, printing, photo/video production to support community outreach and program promotion; Program-related Promotional items (e.g. t-shirts, hats) for youth participants; resources to support social media or other outreach campaigns stemming from youth service projects; \$15,000 for Light Grid, a video production company to provide support for youth projects and PhotoVoice.				
000				
TOTAL EXPENSES	\$ 1,398,624	\$ -	\$ -	

TOTAL SUBCONTRACTORS: \$ 774,375 MUST EQUAL AMOUNT IN CELL C30

Subcontractors	See CBO Contractors Tab
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	City of Sacramento Grant	Budget Notes	Description of Services
II. CBO Admin: General #SYW & Events Track	\$354,375.00	#SYW General CBO Administration: Youth programming and oversight, program supplies. (525 youth x \$675 per youth)	Subcontractors will recruit, train, and mentor cohorts of 5 - 20 youth to complete a minimum of 40 hours of programming that will consist of a minimum of 20 hours of work-readiness and mental wellness training and 20 hours of an applied work-based service project.
III. CBO Admin: MindOneSix Track	\$270,000.00	MindOneSix CBO Administration: Mental Wellness curriculum overview and training delivery to youth, youth programming and oversight, program supplies. (225 youth x \$1,200 per youth)	
IV. Larger-Scale Events: Summer in Real Life	\$150,000.00	Funding to support event expenses for large-scale (50+ youth) youth events in August - Labor Day. Up to \$10,000 per organization x 15)	Food, entertainment, advertising/marketing, equipment rental, supplies, permit fees, security, etc.
TOTAL SUBCONTRACTOR EXPENSES	\$ 774,375		

RESOLUTION NO. 2022-0256

Adopted by the Sacramento City Council

August 9, 2022

ARPA Framework and Funding Priorities: ARPA North Sacramento Economic Recovery Plan Framework

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the Sacramento City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The Framework included an allocation of \$5 million to support the recovery of the North Sacramento commercial corridor.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The ARPA North Sacramento Economic Recovery Plan Framework attached as Exhibit A is approved.

SECTION 2. The ARPA North Sacramento Project (I02612090) is established as a new Multi-Year Operating Project.

SECTION 3. The City Manager or the City Manager's designee is authorized to transfer \$5,000,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the ARPA North Sacramento Project (I02612090).

SECTION 4. Exhibit A is part of this resolution.

TABLE OF CONTENTS:

Exhibit A – ARPA North Sacramento Economic Recovery Plan Framework


Adopted by the City of Sacramento City Council on August 9, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  08/12/2022
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Exhibit A

ARPA North Sacramento Economic Recovery Plan Framework	
Project Title	Description
North Sacramento Small Business Assistance Program	The program aims to spur recovery along the Marysville/Del Paso commercial corridor by providing aid to both small business owners and commercial property owners. For small business owners, the program will pair technical assistance with implementation capital to help owners scale their businesses. For commercial property owners, the program will pair real estate development technical assistance with real estate development capital to help owners learn about the commercial real estate development process and bring their assets into productive use.
North Sacramento Façade Improvement Program	<p>The program aims to spur economic recovery along the Marysville/Del Paso commercial corridor by providing one-time grants to small business owners and/or commercial property owners for exterior façade improvements. Example improvements include:</p> <ul style="list-style-type: none"> • Paint • Signage • Exterior lighting • Awnings/canopies • Window and/or door replacement • Landscaping • Restoration of original façade features on older buildings • Architectural review • General outdoor cleaning activities <p>The City also proposes to set aside a portion of the allocation to hire a consultant to launch, oversee, and manage the program including developing list of licensed and qualified vendors to complete facade improvements.</p>
North Sacramento Marketing and Branding	The program aims to spur economic recovery along the Marysville/Del Paso commercial corridor by hiring a consultant to develop and execute a marketing program and brand strategy that will create better exposure, visibility, and publicity for the District 2 businesses – especially those impacted by COVID-19 and the unhoused community impacts (as a result of COVID-19) that will resonate with existing and prospective businesses, potential visitors, and industry leaders.
Food Insecurity, Nutrition, Mental Health	This program will support catalytic community food insecurity projects, food kitchens, and clothing bank operations that serve City Council District 2. Funding will be made available as sub-grants to charitable organizations to provide goods and services or invest in infrastructure improvements that address their missions.

and Related Fund	
North Sacramento Clean and Safe Program	The program aims to spur economic recovery and improve public health as well as public safety by funding safety, security, and clean up stabilization investments along the Marysville/Del Paso commercial corridor.

Motion No. 2022-0257 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with California Black Chamber of Commerce Foundation for the Marginalized Community and Small Business Coalition Program

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with California Black Chamber of Commerce Foundation for the Marginalized Community and Small Business Coalition Program

File ID: 2022-01020

Location: Citywide

Action: Passed **Motion No. 2022-0257** authorizing the City Manager or the City Manager's designee to execute an ARPA Reinvestment Fund Grant Agreement in an amount not-to-exceed \$500,000 with the California Black Chamber of Commerce Foundation for the Marginalized Community and Small Business Coalition Program.

Contact: Denise Malvetti, Deputy Director, (916) 808-7064, dmalvetti@cityofsacramento.org, Mikel Davila, Senior Development Project Manager, (916) 808-8506, mdavila@cityofsacramento.org, Ginger Weagraff, Development Project Manager, (916) 808-1222, gweagraff@cityofsacramento.org; City Manager's Office of Innovation and Economic Development

Source: Draft Minutes for the August 9, 2022 City Council Meeting.

Resolution No. 2022-0268 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Childcare Framework, ARPA Reinvestment Fund Grant Agreement with Child Action, Inc. for a Childcare Provider Stipend Program

RESOLUTION NO. 2022- 0268

Adopted by the Sacramento City Council

August 16, 2022

ARPA Framework and Funding Priorities: Childcare Framework, ARPA Reinvestment Fund Grant Agreement with Child Action, Inc. for a Childcare Provider Stipend Program

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The adopted Framework and Funding Priorities included an allocation of \$1.5 million to expand childcare capacity.
- G. The childcare industry had been negatively impacted by the COVID-19 pandemic resulting in job loss, site closures, and loss of childcare for families. The childcare industry continues to struggle to recover from these losses with the workforce 13%

smaller than before the pandemic and families continuing to struggle to find quality childcare.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The ARPA Childcare Framework & Spending Plan is approved. The ARPA Childcare Framework & Spending Plan is attached as Exhibit A and is part of this Resolution.

SECTION 2. The City Manager or the City Manager's designee is authorized to transfer \$1,500,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the ARPA Youth and Workforce Training Project (I02612020).

SECTION 3. The City Manager or the City Manager's designee is authorized to execute an ARPA Reinvestment Fund Grant Agreement with Child Action, Inc. in an amount not to exceed \$881,000 to implement a Childcare Provider Stipend Program. The grant agreement is attached as Exhibit B and is part of this Resolution.

TABLE OF CONTENTS:

Exhibit A – Childcare Framework & Spending Plan

Exhibit B – ARPA Reinvestment Fund Grant Agreement with Child Action, Inc.


Adopted by the City of Sacramento City Council on August 16, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: Members Harris and Jennings

Attest:  08/23/2022
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Goal #1	Increase Number of Childcare Slots- Provide stipend to help reduce barriers to becoming a licensed family childcare home provider. Potentially increase number of childcare slots for infant and toddlers.
Goal #2	Grow Childcare Workforce- Develop pipeline for early learning and childcare jobs through ECE Apprenticeship Program.
Goal #3	Support Childcare Providers- Help prevent further childcare programs from shuttering. Stipend distributed to providers to support with sign-on bonuses, bonuses for current staff, and/or support with daily operating cost.
Goal #4	Improve Program Quality- Training for providers through Child Action, Inc., and California Capital Women's Business Center, Apprentices enroll in Early Childhood Education courses while receiving on the job training and mentoring.

ECE Apprenticeship \$293,956	60 Apprentices	Partnering with Los Rios Community College District- Subsidize cost of courses, cover cost of materials and wrap around services (tutoring, counseling). Job placement in childcare centers, on the job training and mentoring. Open slots at childcare sites and help build capacity by opening waitlist for families to enroll. Targeting young adults 18 and up. Working with CalWORKs, Welfare to Work,
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		Community Based Organizations, ECE students and current providers.
Childcare Provider Stipend \$881,000	\$5,000 for Family Childcare Homes up to 67 programs \$7,500 for Childcare Centers up to 67 sites 134 total Childcare Sites Supported	Child Action, Inc. will act as fiscal distributor. One- time stipend to support providers and help prevent further closures. The funds can be used for sign-on bonuses, bonuses for staff, support operating cost., etc. including, payroll, food, supplies and equipment, insurance, mortgage, utilities. Priority given to underserved and underinvested communities areas with below median income and high priority zip codes.
Family Childcare Home Start-up Stipend Total \$325,000	40 New Providers 320 additional slots	Build capacity by incentivizing opening reopening family childcare home working with Child Action, Inc. & California Capital (WBC) programs to enhance their programs. This will help increase the number of childcare slots and providers. Providers receive one on one training & technical support throughout licensing process. Stipend used to cover start-up cost (fingerprinting, background checks, learning materials, application fee, health & safety supplies and equipment, technology, etc.). Target underserved and underinvested areas with below median income, high priority zip codes and BIPOC communities.
Total		\$1,500,000

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 08/16/2022 Contract Expiration Date (if applicable): _____
 \$ Amount (Not to Exceed): \$ 881,000.00 Adjusted \$ Amount (+/-): _____
 Other Party: _____
 Project Title: Child Action ARPA Provider Stipend
 Project #: _____ Bid/RFQ/RFP #: _____
 City Council Approval: YES if YES, Council File ID#: 2022-01050

Contract Processing Contacts

Department: Economic Development Project Manager: Janine Cooper
 Contract Coordinator: Tiana Jordan Email: tjordan@cityofsacramento.org

Department Review and Routing

Accounting: _____
 (Signature) (Date)
Supervisor: _____
 (Signature) (Date)
Division Manager: _____
 (Signature) (Date)
Other: _____
 (Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

ARPA Reinvestment Fund Grant Agreement

This ARPA REINVESTMENT FUND GRANT AGREEMENT, dated August 16, 2022, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "City"), and Child Action, Inc., a California non-profit corporation (the "Grantee").

Background

In response to the world-wide spread of the respiratory illness coronavirus disease 2019 (COVID-19), the Federal Health and Human Services Secretary declared a national public health emergency in the United States on January 31, 2020; Governor Gavin Newsom proclaimed a state of emergency in the State of California on March 4, 2020; the County of Sacramento proclaimed a public health emergency on March 5, 2020; the City Council declared it a local emergency on March 13, 2020; and on that same day, the President of the United States declared a national emergency.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20, which ordered all California residents to stay home or at their place of residence except as needed to maintain operations of certain federal critical infrastructure sectors. That same day, the Public Health Officer of the County of Sacramento issued a similar stay-at-home order which made exceptions only to do essential activities, conduct essential government functions, and operate essential businesses. On June 15, 2021, the State moved forward with re-opening the economy and began the process of winding down many of the Executive Orders put in place since the beginning of the pandemic. Since that time, COVID-19 cases have increased substantially.

Prior to the reopening of the State, the federal American Rescue Plan Act of 2021 ("ARPA") was signed into law on March 11, 2021. The ARPA builds upon previously enacted aid measures such as the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Under the ARPA, the City of Sacramento will receive approximately \$112 million from the "Coronavirus Local Fiscal Recovery Fund" (\$56 million in May 2021 and \$56 million anticipated in May 2022) directly from the federal Department of the Treasury. The Assistance Listing Number assigned to ARPA funds is 21.027.

On October 19, 2021, the City Council adopted Resolution 2021-0313, which among other things, established the ARPA Reinvestment Fund ("ARPARF"), allocated \$112.2 of ARPA funds to provide government services, and budgeted the resulting available resources in the ARPARF to assist with the recovery and reopening resulting from the impacts of COVID-19, including projects and programs to address small business and commercial corridor revitalization, homeless and housing, youth workforce training, and gang prevention.

The ARPA provides that payments from the Coronavirus Local Fiscal Recovery Fund may only be used: "(a) To respond to the public health emergency [with respect to the Coronavirus Disease 2019 (COVID-19)] 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.”

Based on the availability of ARF-allocated funds, the City has decided to provide funding to the Grantee to further the purposes of the ARPARG and ARPA, as provided in this agreement.

The purpose of this agreement is to address the negative economic impacts of the COVID-19 public health emergency on the childcare industry. According to a 2022 Child Action, Inc. update Sacramento County has seen the permanent closure of 235 family childcare homes (FCCH), and 37 Child Care Centers. According to a 2021 CBS local news report 156 childcare programs in the city of Sacramento closed because of the COVID- 19 pandemic. According to data from the Center for American Progress in California operating cost of center-based childcare leapt by 54% during the pandemic. Providers report incurring additional costs due to staff turnover, cleaning supplies and personal protective equipment (PPE). A 2017 casey.org report stated the national turnover rate for childcare workers each year is 20-40%. The childcare workforce in Sacramento County is 13.3% smaller than pre-pandemic according to the Quarterly Census of Employment and Wages (QCEW). The childcare provider stipend is designed to help providers stay in business by supporting with covering the cost of daily expenses including staffing, PPF and health and safety supplies, sign-on bonuses for staff.

With these background facts in mind, the City and Grantee agree as follows:

1. **Term.** This agreement takes effect as described in section 10 and terminates on June 30, 2024, subject to early termination under section 7.
2. **Disbursement of Funds.** The City shall disburse to the Grantee a total sum not to exceed \$881,000 in accordance with section 3 below. The funds disbursed by the City under this agreement are referred to as “**ARPARG funds.**” In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after October 31, 2023.
3. **Reimbursement Basis.** The City will make payments to the Grantee in arrears as follows:
 - (a) **Progress Payments.** On a monthly basis, the Grantee shall provide the City with a written report on the progress made on the Authorized Activities (in accordance with section 8(f) below) and a detailed and properly documented invoice for reimbursement that must include a detailed accounting of costs already incurred in sufficient detail for the City, in its opinion, to substantiate the costs. The City will notify the Grantee within fifteen business days following receipt of its invoice and written report of any circumstances or data identified by the City that would cause withholding of approval and subsequent payment. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement. The City reserves

2

the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after invoice approval.

- (b) *Final Payment.* As a condition of receiving final payment under this agreement, the Grantee shall provide the City with (i) all of the documents described in section 3(a), above, covering the period since the Grantee last submitted a monthly payment request, and (ii) the closeout report required under section 8(h), below. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after invoice and closeout report approval.

4. Authorized Uses. The following terms apply to the Grantee's activities and expenditures related to this agreement:

- (a) The Grantee may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in attachment 1 ("**Authorized Activities**") in accordance with the budget listed in attachment 2 ("**Approved Budget**"). If a term included in attachment 1 is stated as an obligation, then the Grantee is obligated to perform the term under this agreement.
- (b) The Grantee may seek reimbursement solely for eligible costs that it incurs between the effective date of this agreement and October 31, 2023. If Grantee receives a refund or credit for any cost for which it received a payment of ARPARG funds, Grantee shall return ARPARG funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 9 no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.
- (c) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days unless the City approves in writing an alternative repayment plan.
- (d) The Grantee shall not use the ARPARG funds to supplant funding provided by the City to the Grantee under any other agreement. The Grantee shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using ARPARG funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
- (e) If the Grantee has received other ARPA or ARPARG funds from the City, ARPA funds any other entity, or has received other federal funds (e.g., Coronavirus Relief Act funds, payroll protection act loan, etc.), Grantee shall not use the ARPARG funds awarded pursuant to this agreement to pay for direct or indirect costs already covered by the other federal funds, ARPA payments, or ARPARG payments.

5. Books and Records. During the term of this agreement and for five years after the termination or expiration of this agreement, the Grantee shall keep appropriate books, records, and accounts in connection with the ARPARG funds and activities performed under this agreement and is subject to the following:

(a) The Grantee shall maintain all records related to this agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of ARPARG funds and the disbursements of ARP funds to meet eligible expenses; (ii) budget records for all fiscal years covered by this agreement; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using ARPARG funds and all documents related to such contracts; (vi) grant subaward agreements entered into using ARPARG funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of ARPARG funds; and (x) all investigative files and inquiry reports involving payment of ARPARG funds

(b) The Grantee shall make its books, records, and accounts (both those that relate to this agreement and those that do not), employees, performance-related records, property, and equipment related to this agreement available to the City's Accounting Manager (the "Accounting Manager"), the City Auditor, and any independent auditor at all reasonable times so that the Accounting Manager, City Auditor, or an independent auditor may determine whether the Grantee has complied with this agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the ARPARG funds.

(c) Upon demand by the City, given in accordance with section 9, the Grantee shall reimburse the City for all ARPARG funds that the Accounting Manager, City Auditor, or an independent auditor determines were expended for activities other than Authorized Activities in accordance with this agreement, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.

6. Supervision or Discipline of Minors. The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.

7. Termination. The City may terminate this agreement if the City Manager determines that:

- (a) The Grantee has failed to perform, or has performed unsatisfactorily, any term of this agreement, including failing to use the ARPARG funds solely for Authorized Activities;
 - (b) The Grantee has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this agreement; or
 - (c) There is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Authorized Activities.
- 8. Pass-through Entity and Subrecipient Requirements.** In connection with its activities and expenditures related to this agreement, the Grantee shall do the following:
- (a) The Grantee shall follow the City's procurement standards in AP4001, AP4101, AP4102, and AP4002 when contracting for goods, services, or public projects (as defined in AP4002);
 - (b) The Grantee shall comply with the provisions of title 24, Code of Federal Regulations, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status;
 - (c) The Grantee shall enter into a written grant subaward agreement for each subaward of ARPARG funds that the Grantee makes to a subrecipient;
 - (d) The Grantee shall enter into a written contract when it purchases goods or services using ARPARG funds;
 - (e) The Grantee shall ensure that each written grant subaward agreement for a subaward of ARPARG funds imposes on the subrecipient all the obligations that this agreement imposes on the Grantee;
 - (f) On a monthly basis, the Grantee shall provide the City with a written report on the progress made on the Authorized Activities. This monthly report must include all the following: (i) a narrative explanation of the Grantee's progress toward all goals set forth in the Authorized Activities; (ii) an itemized list of all expenditures of ARPARG funds to date, including the amount of any subaward and the name of each subaward recipient and the names of any contractors paid with ARPARG funds and the amount paid; and (iii) any other information the City may request to demonstrate that the ARPARG funds are being used solely for Authorized Activities and in accordance with this agreement and all applicable laws;

(g) Upon the request of the City, the Grantee shall provide the City with an annual recovery plan performance report that provides information on how the Grantee is planning to ensure project outcomes are achieved in an effective, efficient, and equitable manner, and the Grantee's progress on key performance indicators determined by the City (each such report, a "Report"). If the City requests a Report, the Grantee shall deliver the Report to the City no later than July 15 of each year; and

(h) No later than sixty days following the final disbursement of ARPARG funds under this agreement, the Grantee shall provide the City with a closeout report that includes all the following: (i) an Itemized list of all expenditures of ARPARG funds; (ii) the name of each subrecipient of ARPARG funds; (iii) the name of each contractor who is paid with ARPARG funds; (iv) the amount of each subaward of ARPARG funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with ARPARG funds; (vi) a copy of each grant subaward agreement between the Grantee and a subrecipient for a subaward of ARPARG funds; (vii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with ARPARG funds; (viii) all information required to be reported under attachment 1; and (ix) any other information that the City may request to demonstrate that the ARPARG funds were used solely for Authorized Activities in accordance with this agreement. The Grantee shall include with the report a certification that it used the ARPARG funds solely for Authorized Activities in accordance with the terms of this agreement

9. Notices. Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 9 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
Office of the City Manager
915 I Street, 5th Floor
Sacramento, California 95814
Attention: Denise Malvetti, Deputy Director, OIED

If to the Grantee:

Child Action, Inc
10540 White Rock Band, Suite 180

Rancho Cordova, CA 95670
Attention: Tracey Strack, Executive Director

- 10. Effective Date.** This agreement is effective on the date that all parties have signed it, as indicated by the dates in the signature blocks below.
- 11. Indemnity.** The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "**Liabilities**"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of the Grantee.
- 12. Insurance.** During the term of this agreement, the Grantee shall maintain insurance coverage as follows:
- (a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its subcontractors, products and completed operations of Grantee, its subcontractors, and premises owned, leased, or used by the Grantee, its subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.
 - (b) The minimum limits of insurance required by section 12(a) may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance must contain, or be endorsed to contain, a provision that it applies on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of such umbrella or excess coverage and does not contribute with it.

- (c) The City, its officials, employees, and volunteers must be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee and its subcontractors; products and completed operations of Grantee and its subcontractors; and premises owned, leased, or used by Grantee and its subcontractors.
- (d) The policies must contain, or be endorsed to contain, the following provisions:
 - (1) Grantee's insurance coverage, including excess insurance, is primary insurance as respects the City, its officials, employees, and volunteers. Any Insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of Grantee's insurance and does not contribute with it.
 - (2) Any failure to comply with reporting provisions of the policies does not affect coverage provided to the City, its officials, employees, or volunteers.
 - (3) Coverage must state that Grantee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) The Grantee shall provide the City with 30 days' written notice of cancellation or material change in the policy language or terms.
- (f) Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this section 12 must be declared to and approved by the City in writing prior to execution of this agreement.
- (g) The Grantee shall furnish the City with certificates evidencing the insurance required. The certificates must be forwarded to the City representative named in section 9. Copies of policies must be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
- (h) For all insurance policy renewals during the term of this agreement, the Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
 c/o EXIGIS LLC
 P.O. Box 947
 Murrieta, CA 92564
 Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com
- (i) The City may withdraw its offer of contract or terminate this agreement if the certificates of insurance required have not been provided prior to execution of this

agreement. The City may withhold payments to the Grantee or terminate the agreement if the insurance is canceled or the Grantee otherwise ceases to be insured as required by this section 12.

- (j) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.
- (k) The Grantee's liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this agreement.

13. Conflicts of Interest. The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee's performance under this agreement.

14. Miscellaneous.

- (a) *Assignment.* The Grantee may not assign or otherwise transfer this agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 14(a) is void.
- (b) *Successors and Assigns.* This agreement binds and inures to the benefit of the successors and assigns of the parties. This section 14(b) does not constitute the City's consent to any assignment of this agreement or any interest in this agreement.
- (c) *Interpretation.* This agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2 are part of this agreement.
- (d) *Waiver of Breach.* A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party's breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (e) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
- (f) *Counterparts.* The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.

- (g) *Time of Essence.* Time is of the essence in performing this agreement.
- (h) *Compliance with all Laws, Requirements, and Orders.* The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws to ensure that Grantee does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).
- (i) *Authority to Sign.* The person signing this agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this agreement. City shall have no obligations whatsoever under this agreement, unless and until this agreement is executed by the City Manager or the City Manager's authorized designee.
- (j) *Tax Implications and Consequences.* The City makes no representations as to the tax consequences associated with the disbursement of ARPARG funds related to this agreement, and any determination related to this issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the ARPARG funds disbursed to Grantee under the terms of this agreement.
- (k) *Integration and Modification.* This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

(Signature Page Follows)

CITY OF SACRAMENTO,
a California municipal corporation

GRANTEE

By: _____
Michael Jasso, Assistant City Manager

By: *Tracey Strack*
Tracey Strack (Aug 8, 2022 19:29 PDT)

Dated: _____, 2022

Dated: Aug 8, 2022, 2022

Attest
Sacramento City Clerk

By: _____
Deputy City Clerk

Approved as to Form
Sacramento City Attorney

By: *MS*
Michael Sparks (Aug 9, 2022 08:27 PDT)
Michael Sparks, Senior Deputy City Attorney

Attachment 1 Authorized Activities

The Grantee shall use the ARP/ARF funds solely to do the following.

1. The Grantee shall use the ARP funds solely to respond to the negative economic impacts of the COVID-19 public health emergency on businesses within the childcare industry (Expenditure Category 2.36 (Aid to Other Impacted Industries) (U.S. Department of Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds)). In doing so, the Grantee shall use the ARP funds to implement a program to provide one-time stipends of \$5,000 or \$7,500 to licensed childcare providers operating within the city limits of the City of Sacramento that experienced a negative economic impact because of the COVID-19 public health emergency (the "**Program**"). In implementing the Program, the Grantee shall do the following:
 - (a) *Application Development.* The Grantee shall develop a stipend application process, to be approved by City, which at a minimum must incorporate the following requirements:
 - (1) An applicant must be a licensed childcare provider, verified as open and in good standing with the California Department of Social Services Community Care Licensing Division, and considered by the state of California as a private or non-profit entity serving children 0-5 years of age at the time it submits the application.
 - (2) An applicant must have (i) met the requirements in section 1.(a)(1) prior to the pandemic and (ii) been affected by required closures and other efforts to contain the pandemic.
 - (3) An applicant must demonstrate that it was affected by the negative economic impacts of the public health emergency.
 - (4) An applicant that that operates a childcare center must possess a valid City of Sacramento business operations tax certificate or exemption certificate (City Code, Chapter 3.08).
 - (5) An applicant that operates more than one family childcare home ("FCCH"), more than one child care center, or at least one FCCH and one child care center that meet the requirements in this section (a) is eligible to receive two stipends. The stipends may only be used at the sites for which they were awarded.
 - (6) Stipends may only be used for bonuses to retain existing staff, sign-on bonuses to recruit new staff, and general operating expenses including learning materials, curriculum supplies and equipment, furnishings, food, transportation, mortgage or rent, utilities, payroll, insurance, and advertising.

(7) Stipend recipients must expend all funds awarded through the Program by June 30, 2023.

(b) Marketing and Outreach

(1) The Grantee shall market the Program to all licensed childcare providers operating within the city limits of the City of Sacramento.

(2) The Grantee shall market the Program and provide in-language assistance as practicable and translate all Program materials into the following threshold languages:

- A. English;
- B. Spanish;
- C. Russian;
- D. Farsi; and
- E. Arabic.

(c) Application Phases. The Grantee shall implement a two-phase application process as follows:

(1) Phase One.

A. During phase one, only applicants whose businesses are located in the following zip codes are eligible to apply:

- 1) 95821;
- 2) 95823;
- 3) 95826;
- 4) 95838;
- 5) 95825; and
- 6) 95822.

B. The Grantee shall only accept applications for a 30-day period during this phase.

(2) Phase Two.

A. If sufficient funding remains after all phase-one stipend award determinations have been made, the Grantee shall open phase two of the application process.

B. During this phase, applicants whose businesses are located in the zip codes in section 1.(c)(1)A. and the following zip codes may apply:

- 1) 95815
- 2) 95824
- 3) 95820
- 4) 95817
- 5) 95828
- 6) 95832
- 7) 95811

8) 95814

C. The Grantee shall accept applications during this phase until all funding available for stipends has been awarded or June 1, 2023, whichever occurs first.

(d) Application Review and Notification.

- (1) The Grantee shall develop an application review and notification process, to be approved by the City, which at a minimum must incorporate the following conditions:
 - A. The Grantee shall provide technical assistance to all applicants who submit incomplete applications.
 - B. The Grantee shall devise a system to verify licensure, open status, and good standing with the California Department of Social Services Community Care Licensing Division.
 - C. The Grantee shall notify all applicants in writing of their stipend award status no later than 30 days after receipt of a complete application.

(e) Stipend Disbursement.

- (1) The Grantee shall award stipends on a first come first serve basis during each phase.
- (2) The Grantee shall disburse stipend funds no later than 30 days after award notification.

(f) Monitoring and Tax Documentation.

- (1) The Grantee shall monitor stipend recipients to ensure that they use funds (1) solely for authorized purposes under section 1(a)(6), and (ii) by the June 30, 2023, deadline under section 1(a)(7). As part of its obligation to monitor stipend recipients, the Grantee shall obtain a signed attestation from each stipend recipients certifying that they expended the funds solely for authorized purposes. The signed attestation must include a breakdown of how the funds were spent. The Grantee shall include the signed attestation with the closeout report required under section 8(h).
 - (2) The Grantee shall collect a W-9 form from, and issue a 1099 form to, all stipend recipients to ensure proper tax documentation is provided for proper reporting by each recipient.
2. The Grantee shall provide oversight, fiscal monitoring, and management of the Program, including procuring all goods and services needed to implement the Program.
 3. The Grantee shall attempt to achieve the following outcomes:

- (a) Individual outcomes (for each of the following outcomes, the increase or decrease, as applicable, is measured by the percent change using the two year period of 2020 – 2021 as the benchmark for comparison):
 - (1) Decrease number of childcare providers that close.
 - (2) Increase the number of childcare staff retained.
 - (3) Increase the number of children enrolled at childcare facilities.
 - (b) Community Outcomes (which are the result of the additional capacity created by the individual outcomes):
 - (1) Strengthen the economy by providing more access to childcare and affording parents the opportunity to return to the workforce or further their education or training.
 - (2) Improve the health and overall well-being of children because more children are afforded the opportunity to develop skills integral for future success, including social, emotional and communication skills.
4. The Grantee shall evaluate the efficacy of the Program at achieving the outcomes identified in Section 3, above.
5. Grantee shall document and report the following information to assist the City in measuring the effectiveness and outcomes of the Program and the Grantee's performance under this agreement:
- (a) *On a quarterly basis, the Grantee shall document and report the following information:*
 - (1) Number of childcare sites who applied for a stipend during the quarter and cumulatively;
 - (2) Number of childcare sites who received technical assistance due to an incomplete application during the quarter and cumulatively;
 - (3) Number of childcare sites who received a stipend during the quarter and cumulatively;
 - (4) For the childcare sites who received a stipend:
 - A. Provider name;
 - B. Provider type (infant, toddler, or preschool);
 - C. Amount awarded;
 - D. Site address for childcare centers;

- E. Whether the site address falls within the prioritized zip codes in Section 1.(c)(1)A.
- F. Number of new staff hired because of the stipend;
- G. Number of staff retained because of the stipend;
- H. Number of children served before receipt of the stipend ;
- I. Number of children served after receipt of the stipend;
- J. Description of how the provider used the stipend;
- K. Provider testimonial on how the stipend helped the site remain open or recover from the pandemic; and
- L. Optional demographic information on both the childcare provider staff as well as children served:
 - 1) Race;
 - 2) Ethnicity;
 - 3) Gender; and
 - 4) Language(s) spoken.

(5) A narrative describing how the stipends, as applicable, assisted traditionally marginalized communities or populations with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

- (b) Number of full-time equivalent employees supported with funding under this agreement;
- (c) Brief description of Grantee’s approach to ensuring that services or other aid is provided to childcare businesses suffering from the negative economic impacts of COVID-19;
- (d) Number of recipients from each zip code identified in Sections 1(c)(1)A and 1(c)(2)B, and for each zip code, the number of phase-one recipients and the number of phase-two recipients;
- (e) Qualitative and quantitative data on how Grantee achieved or promoted equitable outcomes and progress toward equity goals (the City shall provide the Grantee with the required demographic questions);
- (f) Number of Program-funded projects, programs, and initiatives that contribute toward the intended outcomes outlined above,
- (g) Number of partnerships facilitated or established to enhance COVID-19 collaborative efforts:

- (h) Amount of funding, staffing, and other resources leveraged through partnerships;
- (i) Number of childcare businesses participating in the Program; and
- (j) Number of Program-funded strategies, practices, and interventions addressing individual- and community-level outcomes.

Attachment 2

Budget Narrative and Budget Table

Purpose:

The purpose of the Budget Narrative is to provide support and an explanation for the amounts requested in the Budget Table (itemized cost list).

Cost Categories:

- A. Direct Costs, including:

- Salaries and Benefits: \$31,245.98
 - One (1) Program Assoc. Manager - $\$83,491.20 \times 0.10 \text{ FTE}/12 \text{ months} \times 6 \text{ months} = \$4,174.56$. This position provides administrative oversight for the project; supervises data collection and analysis, produces reports, and manages progress towards contract requirements
 - One (1) Program Supervisor - $\$71,156.80 \times 0.25 \text{ FTE}/12 \text{ months} \times 6 \text{ months} = \$8,894.60$. This position will act as the lead for project and staff; oversees program activities including management of stipend applications and the distribution and reconciliation of stipends for eligible participants.
 - Two (2) Program Supports - $\$56,929.60 \times 0.2 \text{ FTE}/12 \text{ months} \times 6 \text{ months} = \$5,692.96$ and $\$48,027.2 \times 0.2 \text{ FTE}/12 \text{ months} \times 6 \text{ months} = \$4,802.72$. This position has primary responsibility for the administrative activities of the stipend process including collection and review of applications, inputting information and data, and confirming stipend eligibility of program participants.
 - Anticipated Overtime approximated at 2% for \$438.70.
 - Includes all legally required benefits, taxes, medical, dental and retirement.
- Supplies: \$2,676.20—will cover expenses related to general office supplies and software licensing fees. All supplies are direct charge except general office supplies for staff which are allocated on staff ratio.
- Non-Professional Services: \$0
- Professional Services: \$0
- Stipends for Participants: \$836,950.00
 - Stipends issued to Family Childcare Providers at \$5,000 (67 providers total)
 - Stipends issued to Childcare Center Providers at \$7,500 (67 providers total)
- Marketing Expenses: \$642.74 will cover the expenses related to postage general communication outreach and bulk mailings to providers and maintenance external printing costs for handouts flyers and announcements.
- Equipment/Fixed Assets: \$3505.63 will cover expenses related to rent and utilities (rent and utilities are tracked by square footage of office space and then allocated based on staff time).
- Program Evaluation: \$0
- Other Services and Operating Expenses: \$3216.55 will cover expenses related to maintaining organization such as bank fees security audit and HR fees and organization dues/permits allocated based on shared cost allocated by % of Resource & Referral programs.

A. Indirect Costs:

- Indirect Costs: \$2762.90—will cover expenses related to agency administration

fiscal human resources IT facilities, office supplies, equipment rental transportation and utilities.

Attachment 2
Budget Narrative and Table

Cost Categories*	A. Grant Funds	B. Cash Match (if any)	C. In-Kind Match (if any)	D. Total (A+B+C)
1. Salaries and Benefits One Program Assoc. Manager, one Program Supervisor and two Program Supports and approx. 20% time for 12 months. Includes all legally required benefits, taxes, medical dental, and retirement.	\$31,245.98	\$0	\$0	\$31,245.98
2. Supplies All supplies are direct charge except general office supplies for staff, which are allocated on staff ratio.	\$2676.20	\$0	\$0	\$2676.20
3. Non-professional Services	\$0	\$0	\$0	\$0
4. Professional Services	\$0	\$0	\$0	\$0
5. Sub-awards to Partners Total for childcare program stipends to be issued @ \$5,000 FCCH and \$7500 Childcare Centers	\$836,950.	\$0	\$0	\$836,950.
6. Marketing Expenses Postage Printing (General communication outreach and bulk mailings to providers & Maintenance External printing costs for handouts flyers announcements	\$642.74	\$0	\$0	\$642.74
7. Equipment/Fixed Assets Rental/Leases	\$3505.63	\$0	\$0	\$3505.63

Rent and utilities are tracked by square footage of office space and then allocated based on staff time				
8. Program Evaluation	\$0	\$0	\$0	\$0
9. 9. Other Direct Costs & Operating Expenses Includes expenses to maintain organization, such as, bank fees, security, audit and HR fees and organization dues/permits allocated based on shared cost allocated by of % R&R programs.	\$3216.55	\$0	\$0	\$3216.55
DIRECT COST SUBTOTAL	\$878,237.10	\$0	\$0	\$878,237.10
10. Indirect Costs** Includes agency administration fiscal human resources IT facilities, office supplies, equipment rental, telephone/utilities	\$2762.90	\$0	\$0	\$2762.90
TOTAL (Direct Cost Subtotal + Indirect Costs)	\$881,000	\$0	\$0	\$881,000

*Within each cost category in blue, expenses should be itemized in sufficient detail to allow the City to determine the allocability and reasonableness of the expense (e.g., salary and benefits should be listed for each position, and sub-awards should be itemized).

**Indirect costs cannot total more than 10% of the total direct costs, unless the Grantee has an established Negotiated Indirect Cost Rate with a federal agency.

RESOLUTION NO. 2020-0296

Adopted by the Sacramento City Council

September 13, 2022

Non-Congregate Shelter Response - Continuation of Emergency Response Program and Additional FEMA Reimbursement Budget Authority for Motel Voucher Program and Related Contract Extensions

BACKGROUND

- A. According to the 2022 Point in Time Homeless Count released by the Sacramento County Continuum of Care, the County of Sacramento had a homeless population of 9,278 individuals, an increase of 67% since 2019.
- B. Despite thousands of residents temporarily and permanently housed through local housing developments and programs, large congregate temporary shelters, scattered site housing, and temporary motel vouchers during the past four years, the numbers of homeless individuals and families are increasing. In particular, since 2019, housing affordability has worsened, with rising rents and high demands on housing, with measured construction and inadequate housing cost affordability.
- C. On March 13, 2020, the City Council adopted Resolution No. 2020-0075 declaring the existence of a local emergency relating to the Coronavirus Disease 2019 pandemic (COVID-19).
- D. COVID-19, with its devastating impact on public health and further exacerbated the issues surrounding homelessness in the City of Sacramento and increased the existing shelter crisis. Despite ongoing local rental assistance and homeless prevention investments and nearly \$60 million recently allocated to address homelessness and affordable housing, the numbers of homeless individuals and families are increasing, the weather has been worsening, and therefore the response by the City must also continue.
- E. In mid-December 2020, the City utilized \$250,000 of existing resources from the federal Coronavirus Relief Fund (CRF) to establish a non-congregate sheltering program in light of the local public emergency and need for assistance, as well as limited capacity in other local programs and the need to expand non-congregate services.
- F. On January 12, 2021, the City Council approved the continuation of a local declaration of a shelter crisis and extended the duration of the present shelter crisis through January 12, 2022.

- G. The Coronavirus Aid, Relief, and Economic Security (CARES) Act allocated a second round of Emergency Solutions Grant Coronavirus funding (ESG-CV2) to the City of Sacramento based upon a new formula in the amount of \$10,205,871. Resources were provided to this program from this allocation in March 2021.
- H. On January 27, 2021, with ever-pressing COVID-19 threats and the need for expanded non-congregate sheltering options in light of extreme weather conditions, the City Council adopted Resolution No. 2021-0023, proclaiming the existence of a Local Public Emergency relating to persons experiencing homelessness in extreme winter weather conditions and amongst the pandemic.
- I. On March 2, 2021, and on February 8, 2022, the City Council continued the Motel Voucher Program with additional resources and services, utilizing local resources for non-FEMA qualified households and pursuing FEMA Reimbursement where possible.
- J. The emergency need for non-congregate shelter continues, and shelter is necessary to address due to the ongoing COVID-19 public health threat that threatens the unhoused population.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Council recognizes the urgent need to continue to offer the local unhoused population, facing imminent health and safety threats, with noncongregate shelter and authorizes the City Manager to continue to provide motel vouchers and related services for unsheltered households qualified to receive federal funding support as long as the Federal Emergency Management Agency (FEMA), at the direction of the President, continues to allow for seeking 90 percent reimbursement for the most COVID-19 at-risk members of the unsheltered population.

SECTION 2.

The City Manager or the City Manager's designee is authorized to execute 1) Supplemental Agreement No. 4 to City Agreement No. 2021-0344 with Sky Riders Motel for an amount not to-exceed \$350,000, bringing the total not-to-exceed amount to \$1,349,999; 2) Supplemental Agreement No. 11 to City Agreement No. 2020-4352 with Shree Enterprise, LLC for an amount not-to-exceed \$950,000, bringing the total not-to-exceed amount to \$4,499,150; and 3) Supplemental Agreement No. 4 to City Agreement No. 2021-1128 with Siyaram Hotels, LLC for an amount not-to-exceed \$350,000, bringing the total not-to-exceed amount to \$1,449,997 through September 30, 2022.

SECTION 3.

The City Manager or the City Manager's designee is authorized to transfer \$1,650,000 (ARPA Reinvestment Fund, Fund 1003) from the expenditure budget of the Community Response MYOP (I23000100) to the expenditure budget of the C19-Homeless Response Program (G02001700).


Adopted by the City of Sacramento City Council on September 13, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: 
Mindy Cuppy, City Clerk

09/15/2022

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

RESOLUTION NO. 2022-0304

Adopted by the Sacramento City Council

September 20, 2022

County of Sacramento Office of Economic Development American Rescue Plan Act Grant

BACKGROUND

- A. The County of Sacramento Office of Economic Development (OED) within the Economic Response Strategic Investment, established the American Rescue Plan Act (ARPA) Grant for arts non-profits.
- B. The City of Sacramento's Office of Arts and Culture (OAC) was selected by the OED to receive the Arts and Non-Profits grant in the amount not-to-exceed \$2,200,000.
- C. On February 15, 2022, City Council approved the funding framework and priorities for the arts and creative economy and matched the County of Sacramento's contribution.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The County of Sacramento OED ARPA Grant in the amount not-to-exceed \$2,200,000 is accepted.

SECTION 2.

The City Manager or the City Manager's designee is authorized to execute all documents necessary to implement and secure payment.

SECTION 3.

The OED ARPA Grant Project (G17609000) is established.

SECTION 4.

The City Manager or the City Manager's designee is authorized to establish the related revenue and expenditure budgets in the amount of \$2,200,000 (Operating Grants, Funds 2702) in the OED ARPA Grant Project (G17609000) to implement the grant award.

SECTION 5.

The City Manager or the City Manager's designee is authorized to transfer \$2,000,000 (ARPA Reinvestment Fund, Fund 1003) as matching funds from the expenditure budget of the Arts and Creative Economy Program (I17609000) to the expenditure budget of the OED ARPA Grant Project (G17609000).


Adopted by the City of Sacramento City Council on September 20, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  09/22/2022

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

RESOLUTION NO. 2022-0326

Adopted by the Sacramento City Council

October 25, 2022

ARPA Framework and Funding Priorities: Digital Equity Response Program

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The adopted Framework and Funding Priorities included an allocation of \$250,000 to narrow the digital divide to ensure digital inclusion in the City's most underserved communities.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Manager or the City Manager's designee is authorized to transfer \$250,000 from the available fund balance of the ARPA Reinvestment Fund (Fund 1003) to the expenditure budget of the Digital Equity Multi-Year Operating Project (I07001100).

SECTION 2.

The City Manager or the City Manager's designee is authorized to execute an American Rescue Plan Act Grant Agreement in an amount not to exceed \$250,000 with United Way California Capital Region for the purchase of computer hardware equipment for the Digital Equity Response Program.


Adopted by the City of Sacramento City Council on October 25, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  10/27/2022
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

RESOLUTION NO. 2022-0328

Adopted by the Sacramento City Council

October 25, 2022

Resolution Approving Allocations of Funds to Affordable Housing Projects and Programs

BACKGROUND

- A. Homelessness is an existential threat to the individuals living without quality housing and to the public health and safety of the residents and businesses in Sacramento. The right to an adequate standard of living for every resident of the City is one that must be protected and advanced by the actions and commitment of all levels of government, including the City of Sacramento. The interconnectedness of homelessness, housing, and public health must inform the current and future policy, partnerships, prioritization of work programs, and budget allocations to prevent homelessness and reduce the number of people experiencing it.
- B. On January 5, 2021, the City Council unanimously approved the preparation of a siting, operations, programmatic, and financing plan and committed to a Council-led process to engage the community, identify public and private properties for shelter and housing, identify funding sources, and provide authority to the City Manager to implement it. The resulting Comprehensive Siting Plan to Address Homelessness was approved on August 10, 2021 and a substantial workplan update was approved on April 12, 2022.
- C. According to the 2019 Point-in-Time Homeless Count released by the Sacramento Steps Forward, which is Sacramento's Continuum of Care, the County of Sacramento had a homeless population of 5,570 individuals, a majority of whom are sheltered and unsheltered on any given night in the City of Sacramento. The 2019 Point-in-Time Count also estimates that in 2019 between 10,000 and 11,000 individuals would be unsheltered at some point over the year. In 2022, the Point-in-Time Count increased to 9,278 homeless individuals in Sacramento County. A disproportionate share of these homeless individuals are people of color. There has been an increase in local homelessness as a result of the COVID-19 pandemic, population relocation, and further housing market constraints, finding that approximately 16,500 to 20,000 experience homelessness over the course of a year in Sacramento County.
- D. Since 2019, housing affordability in the state has worsened with rising rents and limited new construction of affordable and permanent supportive housing. The City Council declared a Shelter Crisis annually since January 14, 2020 under chapter 7.8 of division 1 of title 2 of the California Government Code and directed the City Manager to take action

to streamline the provision of homeless shelters (Resolution 2020-0017). While the City has made great progress in ensuring 1,100 spaces for sheltering and notable increases in the production of affordable and workforce housing, more housing is needed.

- E. Recent increases in higher-income households relocating from the Bay Area have placed further demand on the local housing market. Regionally, over the last year, median household income increased by twelve percent, far outpacing the typical three percent average. It is estimated that these increases are primarily resulting from new residents, making the housing market more competitive than ever.
- F. The City Council has also acknowledged that to reduce the number of persons experiencing homelessness for the first time and persons who return to homelessness after previously experiencing it, homeless-prevention, diversion, workforce-training and job placement resources are a priority and those resources have been allocated accordingly.
- G. Since March 2020 when the COVID-19 pandemic was declared a public health emergency in California, the City Council has allocated significant funding from one-time funding sources to provide shelter and emergency housing.
- H. In an effort to provide a systematic and comprehensive approach to address the humanitarian crisis of homelessness, staff from the City, County, SHRA, and Sacramento Steps Forward have been collaborating in the implementation of a Coordinated Access System (funded by the City Council and partners) and in the creation and adoption of a Sacramento Local Homeless Action Plan to implement a regional response to homelessness. The Local Homeless Action Plan includes prevention/diversion programs, shelter and housing options, and necessary supportive services, as directed by the City Council, the County Board of Supervisors, and the Continuum of Care Board and Committees.
- I. The recommended actions in this report are consistent with the 2021-2029 Housing Element, which encourages the provision of a variety of quality housing types to encourage neighborhood stability, including options for extremely low-income households (Resolution No. 2021-0259); the City Council's adopted Housing Trust Fund Framework from January 28, 2020; and the Council's efforts under the Comprehensive Siting Plan and the Local Homeless Action Plan to further affordable housing and reduce local instances of homelessness. On June 28, 2022, the City Council directed staff to bring back recommendations to further alignment of the Comprehensive Siting Plan and the Local Homeless Action Plan.

The recommendations include commitment of funds to both State Projects (BRIDGE Affordable Housing and CADA/Mutual Affordable Housing) and to projects initiated by local non-profits and developers (The Kind Project South, Donner Field Affordable

Housing, Oak Park Affordable Housing, collectively "Local Projects"). The State Projects have already been approved by the Department of General Services and are infill projects exempt from CEQA pursuant to CEQA Guidelines section 15332 (Bridge Affordable Housing, Notice of Exemption filed January 14, 2022; CADA/Mutual Affordable Housing, Notice of Exemption filed September 14, 2022). The City's establishment of a funding mechanism for the Local Projects is not a project pursuant to CEQA Guidelines section 15378(b)(4) because it does not constitute the commitment to or approval of any particular project. The City retains the sole and independent discretion as the lead agency to decide whether to approve the Local Projects. As currently described, the Local Projects will be single family units exempt from CEQA pursuant to CEQA Guidelines sections 15268 and 15303 and multi-unit projects subject to the City's Ministerial Housing Ordinance and exempt from CEQA pursuant to CEQA Guidelines section 15268. The Home Repair Program Project dedicates funds to the repair of existing private structures and is exempt from CEQA pursuant to CEQA Guidelines section 15301 as maintenance of existing City facilities. The same exemption applies to the transitional housing contract and other programming.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

All evidence presented having been duly considered, the findings, including environmental findings regarding this action, as stated above, are found to be true and accurate and are hereby approved.

SECTION 2.

In accordance with updates to the Comprehensive Siting Plan and with the Local Homeless Action Plan, the City is focusing increased resources on the implementation of homeless prevention and the production of more permanent affordable housing.

SECTION 3.

The FY2022/23 Affordable Housing Project (I02189050) is established as a new Multi-Year Operating Project.

SECTION 4.

The City Manager or the City Manager's designee is authorized to make the budgetary adjustments to available fund balances and projects as outlined and attached as Exhibit A to this Resolution.

SECTION 5.

The City Manager or the City Manager's designee is authorized, following appropriate environmental review if necessary, to negotiate, enter into, execute, and amend the necessary funding agreements, subject to legal review and approved as to form by the Office of the City Attorney, that provide loans or grants in the amounts specified for the projects outlined and attached as Exhibit B to this Resolution. Such funding agreements shall require the immediate return of funds to any projects subject to City review and not approved by the City.

SECTION 6.

The City Manager or the City Manager's designee is authorized to perform all other actions related to the Projects listed above, including conducting any legally required environmental review, executing related affordability agreements, approved as to form by the Office of the City Attorney, amending the HHAP 2 budget with the State, and producing other Project documents.

SECTION 7.

Future loan repayments from these Projects are to be returned to the Revolving Loan Fund (Fund 2029) as payments are received. Any additional interest collected by the City in the Housing Trust Fund can be used to cover the City's administrative costs of servicing the loans and for additional affordable housing development.

SECTION 8.

The City Manager or the City Manager's designee will return to Council in November for additional discussion of the Homeless Housing, Assistance and Prevention (HHAP) Round 4 funding.

TABLE OF CONTENTS:

Exhibit A – Budgetary Adjustments

Exhibit B – Affordable Housing Projects


Adopted by the City of Sacramento City Council on October 25, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  11/01/2022

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Budgetary Adjustments

Project Number/ Dept ID	Project Name	ARPA Reinvestment (1003)	Operating Grants (2702)	Fund		Measure U (2401)	Total
				2005 TAB Oak Park CIP Taxable (3816)	2005 TAB Oak Park CIP Tax-Exempt (3817)		
C15001400	Property Acquisition for Siting Locations	(470,675)					(470,675)
C15001500	Siting Plan Location Buildout	(2,208,664)					(2,208,664)
G02000960	HHAP II Program		(3,456,710)				(3,456,710)
I02000200	Homeless Housing Initiative					(4,167,500)	(4,167,500)
I02180300	Oak Park Broadway			(445,646)			(445,646)
I02180300	Oak Park Broadway				(2,185,756)		(2,185,756)
I80611000	ARPA Reinvestment Funds	(8,530,664)					(8,530,664)
60001015	Available Fund Balance			(246,354)			(246,354)
60001015	Available Fund Balance				1,185,756		1,185,756
I02189050	FY2022/23 Affordable Housing Project	11,210,003	3,456,710	692,000	1,000,000	4,167,500	20,526,213

Project Name	Project Description	Amount & Source
Paratransit The Kind Project South- 7141 Woodbine Avenue	216 low-income units to be developed in partnership with Paratransit and private equity. Utilizes partnership programs (Transition-Aged Youth, RIL, City Year, etc.) to address rent subsidies and on-site services. 10 homeless set-aside units for City referral	CSP: \$7,966,713 Measure U: \$459,500 Total: \$8,426,213 \$39,010 per unit subsidy
BRIDGE Affordable Housing- 440 Arden Way	124 units on state surplus property combined with city surplus property. Includes extremely low to low-income units, 21 homeless set-aside units	CSP: \$243,290 HHAP II: \$3,456,710 Total: \$3,700,000 \$29,839 per unit subsidy
CADA/Mutual Affordable Housing- 805 R Street	242 units on state surplus property. Includes extremely low to low-income units, 15 homeless set-aside units	CSP: \$3,000,000 \$12,397 per unit subsidy
Eden Housing Donner Field Affordable Housing- 4501 9 th Avenue	67 units on Redevelopment-Housing surplus property. Includes extremely-low to very-low income senior units in the Stockton Boulevard area. 35 homeless set-aside units. Conditioned upon timely execution of Disposition & Development Agreement with Eden.	Redevelopment: \$692,000 Measure U: \$558,000 Total: \$1,250,000 \$18,657 per unit subsidy
Oak Park Affordable Single-Family Lots- Scattered	10 affordable ownership units on Redevelopment-Housing surplus property. Includes very-low to low-income units in the Oak Park area. Additional funding to accelerate construction of lots.	Redevelopment: \$500,000 \$50,000 per unit subsidy Subject to Match of SHRA \$1,000,000 that covers project soft and hard costs.
Home Repair in Oak Park Area (Habitat Rock the Block Program)	Estimated 70-100 low-income homeowners with potential code and health & safety repairs are assisted in maintaining their housing. Expands program to year-round.	Redevelopment: \$500,000 \$7,143 per unit subsidy Subject to Match of Habitat \$500,000
Reduced Residential Development Impact Fees for Affordable Housing Units (Zero Dollar Impact Fee) Program (Authorized by Resolution 2019-0185)	Authorizes a zero-dollar rate for certain development impact fees for qualified affordable housing. Estimated to cover approximately 600 units with the zero- dollar fee rate.	\$3,000,000 for estimated current fiscal year impact fees
TOTAL	659 new construction units, 729 to 759 new construction and repair	\$29,981 per unit construction subsidy/ \$18,562 per unit combined

Resolution No. 2022-0346 City Council Covid-19 Response: American Rescue Plan Act of 2021 Framework and Funding Priorities: Budgetary Adjustments for the Northgate Boulevard Fence Repair Project (T15046100)

RESOLUTION NO. 2022-0346

Adopted by the Sacramento City Council

November 15, 2022

City Council Covid-19 Response: American Rescue Plan Act of 2021 Framework and Funding Priorities: Budgetary Adjustments for the Northgate Boulevard Fence Repair Project (T15046100)

BACKGROUND

- A. On July 26, 2022, the City Council adopted Resolution No. 2022-0238 which established the Northgate Boulevard Economic Recovery Plan and allocated \$5,000,000 of American Rescue Plan Act of 2021 (ARPA) funding from available fund balance to the ARPA Northgate Boulevard Project (I02612080). The Northgate Boulevard Economic Recovery Plan framework identified critical investments and economic priorities for the Northgate Boulevard corridor including traffic safety and physical infrastructure improvements.
- B. Improvements to the physical infrastructure identified in the Northgate Boulevard Economic Recovery Plan includes replacing the existing fences on the west side of the corridor with a decorative concrete wall from West El Camino Avenue to Bowman Avenue and from Potomac Avenue to Winterhaven Avenue.
- C. City staff has been studying the feasibility of this fence replacement as part of the Northgate Boulevard Fence Repair Project (T15046100). Options were developed and a community meeting was held on September 21, 2022, to share the concepts and select a preferred alternative for the design. The estimated cost to design and construct the wall is \$2,100,000.
- D. Authorization from the City Council is needed to transfer this funding from the ARPA Northgate Boulevard Project (I02612080) to the Northgate Boulevard Fence Repair Project (T15046100) so that the fence replacement can be implemented.
- E. Authorization from the City Council is also needed to make future budgetary adjustments. This authority will streamline implementation of the ARPA Northgate Boulevard Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Manager or the City Manager's designee is authorized to transfer \$2,000,000 (ARPA Reinvestment Fund, Fund 1003) from the expenditure budget of the ARPA Northgate Boulevard Project (102612080) to the expenditure budget of the Northgate Boulevard Fence Repair Project (T15046100).

SECTION 2.

The City Manager or the City Manager's designee is authorized to make the necessary budgetary adjustments in the appropriate Departments, funds, and projects to implement the ARPA Northgate Boulevard Economic Recovery Plan Framework.


Adopted by the City of Sacramento City Council on November 15, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Loloee, Schenirer, Valenzuela, and Vang

Noes: None

Abstain: None

Absent: Member Jennings and Mayor Steinberg

Attest:  11/18/2022
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Motion No. 2022-0363 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with Sacramento Hispanic Chamber of Commerce Foundation for the Northgate Boulevard Business Recovery Program

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Grant Agreement with Sacramento Hispanic Chamber of Commerce Foundation for the Northgate Boulevard Business Recovery Program [Published for 10-Day Review 11/17/2022]

File ID: 2022-01930

Location: District 3

Action: Passed **Motion No. 2022-0363** authorizing the City Manager or the City Manager's designee to execute an ARPA Reinvestment Fund Grant Agreement in an amount not-to-exceed \$2,000,000 with the Sacramento Hispanic Chamber of Commerce Foundation for the Northgate Boulevard Business Recovery Program.

Contact: David Gonsalves, Senior Council Representative, (916) 808-7235, dgonsalves@cityofsacramento.org; Jocelyn Navarro, Council Representative, (916) 808-5532, jonavarro@cityofsacramento.org, City Council District 3 Office

Source: Draft Minutes for the November 29, 2022 City Council Meeting.

Motion No. 2022-0370 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Northgate Boulevard Economic Recovery Plan Grant Agreements for Nonprofit Support

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Northgate Boulevard Economic Recovery Plan Grant Agreements for Nonprofit Support

File ID: 2022-01985

Location: District 3

Action: Passed **Motion No. 2022-0370** authorizing the City Manager or the City Manager's designee to: 1) execute an ARPA Reinvestment Fund Grant Agreement in an amount not-to-exceed \$450,500 with The Health Communication Research Institute; 2) execute an ARPA Reinvestment Fund Grant Agreement in an amount not-to-exceed \$28,000 with the Sacramento Valley Conservancy; 3) execute an ARPA Reinvestment Fund Grant Agreement in an amount not-to-exceed \$17,500 with the Natomas Unified School District; 4) execute an ARPA Reinvestment Fund Grant Agreement in an amount not-to-exceed \$20,000 with Stanford Settlement Neighborhood Center; and 5) execute an ARPA Reinvestment Fund Grant Agreement in an amount not-to-exceed \$24,350 with The GreenHouse.

Contact: David Gonsalves, Senior Council Representative, (916) 808-7235, dgonsalves@cityofsacramento.org; Jocelyn Navarro, Council Representative, (916) 808-5532, jonavarro@cityofsacramento.org, City Council District 3 Office

Source: Draft Minutes for the November 29, 2022 City Council Meeting.

RESOLUTION 2023-0012

Adopted by the Sacramento City Council

January 10, 2023

Establish Fee Schedule for AI Fresco Dining Program and AI Fresco Dining Grant Program

BACKGROUND

- A. On March 18, 2014, the City Council passed a Motion (Motion No. 2014- 0055) establishing a two-year pilot program for the installation of temporary sidewalk extensions, called Parklets, within the City's right-of-way and approving associated guidelines for the program (Motion No. 2014- 0055). During the initial pilot period, there was limited interest, resulting in the installation of only one Parklet.
- B. In response to COVID-related indoor dining restrictions, the City Manager, acting as the Director of Emergency Services pursuant to City Code section 2.116.060, issued emergency rules and regulations on May 21, 2020, and again on June 25, 2020, for the temporary allowance of outdoor dining, consistent with local zoning, county health, and state alcoholic beverage regulations.
- C. On June 30, 2020, the City Council adopted Resolution No. 2020-0184 confirming the outdoor dining emergency rules and regulations. Concurrently with the temporary allowance of outdoor dining in private parking lots, the City offered temporary permits for expanded sidewalk dining and street closures for dining.
- D. On June 15, 2021, City Council passed Resolution 2021-0188, extending the Temporary AI Fresco Dining Program through June 30, 2022. This was to allow time for staff to develop and formalize a new AI Fresco Dining Program.
- E. The City hired HDR, an engineering consultant, to assist in the development of the AI Fresco Design Standards and Civil Concepts (Exhibit A), marketing materials and interactive customer-facing website. The City, along with HDR, conducted extensive stakeholder engagement to create five civil design concepts, two structural concepts and one electrical concept. These concepts will be available to restaurants at no cost and will streamline the permitting process, ensure quality design, and reduce patio startup costs.
- F. Businesses will be provided a program overview (Exhibit C) which will direct the users to the City's interactive website to see design layouts, compare costs and square-footage estimates, and gather information to support their permit application. The City will work with businesses to submit required paperwork, including Initial Interest Form and permit

applications per the timeline outlined in the AI Fresco Dining Program Transition Schedule (Exhibit B). Once the application has been approved by the City, a Revocable Permit will be issued to allow for outdoor dining within the City's right-of-way.

- G. On June 21, 2022, Council established the AI Fresco Dining Program.
- H. City staff have engaged with Property and Business Improvement Districts (PBIDs) throughout the City to establish the Fee Schedule for the AI Fresco Dining Program and the AI Fresco Dining Grant Program. The AI Fresco Dining Grant Program is funded through the American Rescue Plan Act funding. Council approved \$2 million for the program in October 2021.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Council finds and determines that the background statements A through H are true.

SECTION 2.

The City of Sacramento Master Fee Schedule is hereby amended as set forth in Exhibit A to establish the fees authorized by Section 5.156.080 of the Sacramento City Code.

SECTION 3.

The AI Fresco Dining Grant Program included as Exhibit B is approved.

SECTION 4.

The City Manager or the City Manager's designee may modify the Grant Program as needed to implement the program.

TABLE OF CONTENTS:

- Exhibit A – Fee Schedule for the AI Fresco Dining Program
- Exhibit B – AI Fresco Dining Grant Program


Adopted by the City of Sacramento City Council on January 10, 2023, by the following vote:

Ayes: Members Guerra, Jennings, Kaplan, Maple, Loloee, Talamantes, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  01/13/2023

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

EXHIBIT A

Fee Schedule Al Fresco Dining Program

Fee Name: Al Fresco Dining Program Fees

Current Fee: \$0

Proposed Fees:

<u>Location of Outdoor Dining</u>	<u>Proposed Monthly Fee</u>
Patios (excluding Tables and Chairs only)	\$100
Large Patios (Over 200 Sq. Ft.)	Additional \$100
Central City On-Street Parking Spaces	\$150 per space
Tables & Chairs Only	\$25 for two tables (4 seats max per table) \$20 per additional table
Outdoor Dining Patios with Existing Sidewalk Café Permits	\$25

Justification for Fees

Recover costs associated with staff time to administer the Al Fresco Dining Program and revenue recovery for each parking space converted to outdoor dining.

Proposition 26

This charge is not a tax under Proposition 26, as it falls under Exception 3, a regulatory fee. The proposed fee will cover the department's cost to administer the program.

Exhibit B

AI Fresco Dining Grant Program Guidelines

City of Sacramento's AI Fresco Dining Program makes it easy for local restaurant owners to create safe, durable, and beautiful patios in the public right-of-way or on private property. With City Council approval on July 1, 2022, the City launched a new permitting webpage for the AI Fresco Dining Program. Now restaurant owners can browse engineered layouts and customize design based on their budget and available space before starting the permit application process.

To support the cost of building or expanding a permanent dining parklet, parkway, sidewalk café, or dining on a private surface parking lot, the City is establishing an AI Fresco Dining grant program. The grant program will offer funding in the form of a reimbursable grant for approved expenses to build the customized AI Fresco dining area.

Grantees can incur reimbursable expenses between January 11, 2023, and June 1, 2024; Projects must be completed, and expenses submitted by June 30, 2024. The City will launch the program on January 1, 2023, and will accept applications through June 30, 2023.

AI Fresco Dining Program Overview

Restaurants may provide new or expanded AI Fresco dining areas within the following locations:

- On public sidewalks or on-street parking spaces in front of the restaurant
- In private parking/surface lots adjacent to the restaurant

Note that all new or expanded outdoor dining facilities must comply with all applicable laws and governmental requirements and regulations, including Sacramento County Environmental Health, California Department of Alcoholic Beverage Control (ABC), and California Department of Public Health (CDPH) requirements and regulations.

AI Fresco Dining Grant Program Eligibility

- Must be an independently owned and operated restaurant within the City of Sacramento
- Must have a current City of Sacramento Business Operations Tax Certificate (BOTC)
- Must have a current encroachment permit issued by the City if expanding dining onto a public sidewalk or on-street parking space
- Must have letter of approval from property owner if expanding dining on private surface parking lot
- Must complete and sign the City's AI Fresco grant agreement

Funding

The grant will provide reimbursable funding for eligible expenses with grant amounts of:

- A Maximum of \$20,000 for a Parklet: a seating platform where the sidewalk meets the street creating a space for dining utilizing a minimum of two parking spaces per location,

and a Parkway: a sidewalk and landscaping area with tables and chairs on the with the option to build a structure that spans into the street.

- A maximum of \$5,000 for a sidewalk cafe with tables and chairs
- A maximum of \$10,000 for a sidewalk cafe that includes a railing
- A maximum of \$20,000 for a private surface parking lot, including funding for design

Attachment 1

Authorized Costs

The following costs incurred to expand or add outdoor dining are eligible for reimbursement under the grant program:

1. Costs of materials and supplies such as tables, chairs, benches, umbrellas, canopies, shade structures, lighting
2. Costs of construction materials and electrical supplies such as: : Lumber steel, concrete, conduit, circuit breakers
3. Costs for design services such as Engineering, architecture, signage
4. Costs of labor such as : Construction and contractor fees

RESOLUTION 2023-0016

Adopted by the Sacramento City Council

January 24, 2023

Non-Congregate Shelter Response: Approving of New City Motel Program Contracts and Additional FEMA Reimbursement Budget Authority

BACKGROUND

- A. According to the 2022 Point in Time Homeless Count released by the Sacramento County Continuum of Care, the County of Sacramento had a homeless population of 9,278 individuals, an increase of 67% since 2019.
- B. Despite thousands of residents temporarily and permanently housed through local housing developments and programs, large congregate temporary shelters, scattered site housing, and temporary motel vouchers during the past four years, the numbers of homeless individuals and families are increasing. In particular, since 2019, housing affordability has worsened, with rising rents and high demands on housing, with measured construction and inadequate housing cost affordability.
- C. On March 13, 2020, the City Council adopted Resolution No. 2020-0075 declaring the existence of a local emergency relating to the Coronavirus Disease 2019 pandemic (COVID-19).
- D. COVID-19, with its devastating impact on public health and further exacerbated the issues surrounding homelessness in the City of Sacramento and increased the existing shelter crisis. Despite ongoing local rental assistance and homeless prevention investments and nearly \$60 million recently allocated to address homelessness and affordable housing, the numbers of homeless individuals and families are increasing, the weather has been worsening, and therefore the response by the City must also continue.
- E. In mid-December 2020, the City utilized \$250,000 of existing resources from the federal Coronavirus Relief Fund (CRF) to establish a non-congregate sheltering program in light of the local public emergency and need for assistance, as well as limited capacity in other local programs and the need to expand non-congregate services.
- F. On January 12, 2021, the City Council approved the continuation of a local declaration of a shelter crisis and extended the duration of the present shelter crisis through January 12, 2022.

- G. The Coronavirus Aid, Relief, and Economic Security (CARES) Act allocated a second round of Emergency Solutions Grant Coronavirus funding (ESG-CV2) to the City of Sacramento based upon a new formula in the amount of \$10,205,871. Resources were provided to this program from this allocation in March 2021.
- H. On January 27, 2021, with ever-pressing COVID-19 threats and the need for expanded non-congregate sheltering options in light of extreme weather conditions, the City Council adopted Resolution No. 2021-0023, proclaiming the existence of a Local Public Emergency relating to persons experiencing homelessness in extreme winter weather conditions and amongst the pandemic.
- I. On March 2, 2021, and on February 8, 2022, the City Council continued the Motel Voucher Program with additional resources and services, utilizing local resources for non-FEMA qualified households and pursuing FEMA Reimbursement where possible.
- J. On September 13, 2022, the City adopted Resolution No. 2022-0296 to continue the Motel Voucher Program as long as the Federal Emergency Management Agency (FEMA) continues to allow for seeking 90 percent reimbursement for the most COVID-19 at-risk members of the unsheltered population, and to authorize the use of \$1,650,000 ARPA funding.
- K. The emergency need for non-congregate shelter continues, and shelter is necessary to address due to the ongoing COVID-19 public health threat that threatens the unhoused population.
- L. The City completed a Request for Qualifications process and as a result of that process identified the continuing and new partners being recommended for contracts, consistent with the program parameters.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Council recognizes the urgent need to continue to offer the local unhoused population, facing imminent health and safety threats, with non-congregate shelter and authorizes the City Manager to continue to provide motel vouchers and related services for unsheltered households qualified to receive federal funding support as long as the Federal Emergency Management Agency (FEMA), at the direction of the President, continues to allow for seeking 90 percent reimbursement for the most COVID-19 at-risk members of the unsheltered population.

SECTION 2.

The City Manager or the City Manager's designee is authorized to execute 1) City Agreement with Paul & Sons, Inc for motel voucher services for a not to exceed amount of \$725,000; 2) City Agreement with Shree Enterprises for motel voucher services for a not to exceed amount of \$1,200,000; 3) City Agreement with Sky Riders for motel voucher services for a not to exceed amount of \$500,000; 4) City Agreement with Siyaram Hotels, LLC dba Gold Star Inn for motel voucher services for a not to exceed amount of \$600,000; 5) City Agreement with for Arden Acres motel voucher services for a not to exceed amount of \$975,000 through June 30, 2023.

SECTION 3.

The City Manager or the City Manager's designee is authorized to increase the revenue and expenditure budgets in the Homeless Response Program (G02001700) by \$2,750,000 (Disaster Relief Act Fund, Fund 2701).

SECTION 4.

The City Manager or the City Manager's designee is authorized to transfer \$1,250,000 (ARPA Reinvestment Fund, Fund 1003) from the expenditure budget of the Community Response MYOP (I23000100) to the expenditure budget of the C19-Homeless Response Program (G02001700).


Adopted by the City of Sacramento City Council on January 24, 2023, by the following vote:

Ayes: Members Guerra, Jennings, Kaplan, Maple, Loloee, Talamantes, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  01/26/2023
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Motion No. 2023-0069 Amendment to American Rescue Plan Act (ARPA) Grant Agreement with United Way California Capital Region (UWCCR) for expansion of the Direct Investment Program in Sacramento (DIPS) Guaranteed Income (GI) Program

First Amendment to American Rescue Plan Act (ARPA) Grant Agreement with United Way California Capital Region (UWCCR) for expansion of the Direct Investment Program in Sacramento (DIPS) Guaranteed Income (GI) Program (City Contract #2022-0678)

File ID: 2022-01786

Location: Citywide

Action: Passed **Motion No. 2023-0069** authorizing the City Manager or the City Manager's designee to execute a first amendment to the American Rescue Plan Act Grant Agreement with the United Way California Capital Region for the Direct Investment Program in Sacramento Guaranteed Income (GI) Program (City Contract #2022-0678) to reflect a revised Program implementation timeframe.

Contact: Amy Williamson, Financial Empowerment Manager, 916-808-1046, awilliamson@cityofsacramento.org; Leslie Fritzsche, Community Investment Manager, (916) 808-5450, lfritzsche@cityofsacramento.org, City Manager's Office of Innovation & Economic Development

Source: Draft Minutes for the March 7, 2023 City Council Meeting.

RESOLUTION 2023-0078

Adopted by Sacramento City Council

March 28, 2023

Approving Budget Adjustments to Multi-Year Operating Projects|

BACKGROUND

- A. As part of the Office of Arts & Culture's ongoing management of its Multi-Year Operating Projects (MYOP), a periodic review is conducted, and financial resources are reallocated to provide administrative efficiency and to ensure that funding is reserved for the project to move forward.
- B. The Cultural Arts Award (CAA) is a 3-year grant cycle that assists with general operating expenses to cultural organizations, art service organizations, and community organizations with arts programming. For FY2022/23, \$500,000 is needed to make the project whole.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Manager or the City Manager's designee is authorized to transfer \$250,000 (ARPA Reinvestment Fund, Fund 1003) from the Arts and Creative Economy MYOP (I17609000) to the Cultural Arts Awards MYOP (I17000700).

SECTION 2.

The City Manager or the City Manager's designee is authorized to transfer \$250,000 (General Fund, Fund 1001) from the Cultural and Economic Vitality MYOP (I17001000) to the Cultural Arts Awards MYOP (I17000700).


Adopted by the City of Sacramento City Council on March 28, 2023, by the following vote:

Ayes: Members Guerra, Jennings, Kaplan, Maple, Loloee, Talamantes, and Mayor Steinberg

Noes: None

Abstain: Members Valenzuela and Vang

Absent: None

Attest:  04/03/2023

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

RESOLUTION 2023-0079

Adopted by the Sacramento City Council

March 28, 2023

Transfer Funding from Homeless and Community Outreach Multi-Year Operating Project (MYOP) (I23004000) and Public Works Homeless Mitigation MYOP (I15200200) to Community Response MYOP (I23000100)

BACKGROUND

- A. In July 2021, DCR entered into its first Agreement with Forensiclean LLC to assist the City in mitigating the effect unsheltered homelessness has had on the City of Sacramento.
- B. In January 2022, DCR entered into an Agreement with Forensiclean LLC to expand their scope of work in an effort to be more responsive to address the impacts of unsheltered homelessness.
- C. In August 2022, the City adopted an ordinance amending Chapter 12.25 of the Sacramento City Code relating to Sidewalk obstructions.
- D. As a result of the ordinance amendment, DCR sought Council approval to suspend competitive bidding in favor of issuing Requests for Proposals (RFP) to further expand a Citywide Cleanup initiative.
- E. An RFP review team determined that due to Forensiclean's expertise and cost effectiveness, they were the best choice to continue our ongoing partnership and continue to mitigate the impacts of unsheltered homelessness.
- F. Funding will provide 12 months of service to all 8 Council Districts between the hours of 7am-5pm, 7 days/ week.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Manager or the City Manager's designee is authorized to transfer \$655,003 (ARPA Reinvestment Fund, Fund 1003) from the Homeless Mitigation MYOP (I15200200) to the Community Response MYOP (I23000100).

SECTION 2.

The City Manager or the City Manager's designee is authorized to transfer \$188,219 (Measure U Fund, Fund 2401) from the Homeless Mitigation MYOP (I15200200) to the Community Response MYOP (I23000100).

SECTION 3.

The City Manager or the City Manager's designee is authorized to transfer \$666,217 (General Fund, Fund 1001) from the Homeless and Community Outreach MYOP (I23004000) to the Community Response MYOP (I23000100).

SECTION 4.

The City Manager or the City Manager's designee is authorized to transfer \$833,783 (Measure U Fund, Fund 2401) from the Homeless and Community Outreach MYOP (I23004000) to the Community Response MYOP (I23000100).

SECTION 5.

The City Manager or the City Manager's designee is authorized to execute an agreement with Forensiclean LLC. for an amount not to exceed \$4,001,701.


Adopted by the City of Sacramento City Council on March 28, 2023, by the following vote:

Ayes: Members Guerra, Jennings, Maple, Loloee, Talamantes, and Mayor Steinberg

Noes: Members Kaplan

Abstain: Members Valenzuela and Vang

Absent: None

Attest:  03/30/2023
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Resolution No. 2023-0094 ARPA Framework and Funding Priorities: Amended ARPA Childcare Framework & Spending Plan and First Amendment to ARPA Reinvestment Fund Grant Agreement with Child Action, Inc.

RESOLUTION 2023-0094

Adopted by the Sacramento City Council

April 18, 2023

ARPA Framework and Funding Priorities: Amended ARPA Childcare Framework & Spending Plan and First Amendment to ARPA Reinvestment Fund Grant Agreement with Child Action, Inc.

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The adopted Framework and Funding Priorities included an allocation of \$1.5 million to expand childcare capacity.
- G. The childcare industry had been negatively impacted by the COVID-19 pandemic resulting in job loss, site closures, and loss of childcare for families. The childcare industry continues to struggle to recover from these losses with the workforce 10% smaller than

before the pandemic and families continuing to struggle to find quality childcare. On August 16, 2022, the City Council adopted Resolution 2022-0268, which among other things, approved the ARPA Childcare Framework and Spending Plan, which is a guide for program implementation and expending of the \$1.5 million allocated for childcare services. The ARPA Childcare Framework identifies goals to increase the number of childcare slots, grow the childcare workforce, support childcare providers and improve program quality. The Childcare Spending Plan is a three-pronged approach to distributing funds through a FCCH start-up stipend, an ECE Apprenticeship program and a Provider Stipend. The proposed amendment to the ARPA Childcare Framework and Spending Plan removes the restriction in the spending plan that 67 FCCH and 67 childcare centers can receive a childcare provider stipend.

- H. Resolution No. 2022-0268 also authorized the City Manager or City Manager's designee to execute an ARPA Reinvestment Fund Grant with Child Action, Inc. in an amount not to exceed \$881,000 to implement the Childcare Provider Stipend Program (City Contract #2022-0833). The stipend can be used toward hiring staff, providing sign-on and retention bonuses, and covering operational expenses and supplies. The childcare stipend totaling \$881,000 is being allocated in the following amounts: \$5,000 for family childcare homes, and \$7,500 for center-based programs.
- I. Child Action, Inc. launched the Child Care Provider Stipend Program in November 2022 under a model that has so far provided 44 FCCHs and 6 childcare centers within the designated high priority zip codes. Based on the eligibility criteria, Child Action Inc., has reviewed all applications, and determined they have exhausted all eligible providers in the Phase 1 and Phase 2 high priority zip codes. Therefore staff proposes expanding the program to all zip codes within city limits and removing the restriction in the ARPA Childcare Spending Plan that the program serve 67 FCCH and 67 childcare centers because the overwhelming number of applications came from FCCH applicants.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

Section 1 of Resolution 2022-0268 is hereby rescinded.

SECTION 2.

The ARPA Childcare Framework & Spending Plan attached as Exhibit A is a part of this resolution and is adopted.

SECTION 3.

The City Manager or the City Manager's designee is authorized to execute the first amendment to the ARPA Reinvestment Fund Grant Agreement with Child Action, Inc. (City Contract #2022-0833) to adjust the number of Family Childcare Home (FCCH) providers and Childcare Centers that are eligible to participate and expand the eligible zip codes. Exhibit B is part of this resolution.

TABLE OF CONTENTS:

Exhibit A – ARPA Childcare Framework & Spending Plan

Exhibit B – First Amendment to ARPA-RF Grant Agreement with Child Action, Inc.

Adopted by the City of Sacramento City Council on April 18, 2023, by the following vote:

Ayes: Members Guerra, Jennings, Kaplan, Maple, Loloee, Talamantes, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  04/23/2023

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Exhibit A

ARPA Childcare Framework & Spending Plan

ARPA Childcare Framework

Goal #1	Increase Number of Childcare Slots- Provide stipend to help reduce barriers to becoming a licensed family childcare home provider. Potentially increase number of childcare slots for infant and toddlers.
Goal #2	Grow Childcare Workforce- Develop pipeline for early learning and childcare jobs through ECE Apprenticeship Program.
Goal #3	Support Childcare Providers- Help prevent further childcare programs from shuttering. Stipend distributed to providers to support with sign-on bonuses, bonuses for current staff, and/or support with daily operating cost.
Goal #4	Improve Program Quality- Training for providers through Child Action, Inc., and California Capital Women’s Business Center, Apprentices enroll in Early Childhood Education courses while receiving on the job training and mentoring.

ARPA Childcare Spending Plan

ECE Apprenticeship Program \$293,956	60 Apprentices	Partnering with Los Rios Community College District- subsidize cost of courses, cover cost of materials, and wrap around services (tutoring, counseling). Job placement in childcare centers, on the job training and mentoring. Open slots at childcare sites and help build capacity by opening waitlists for families to enroll. Targeting young adults 18 and up. Working with CalWORKs, Welfare to Work, Community Based Organizations, ECE students and current providers.
Childcare Provider Stipend \$881,000	\$5,000 for Family Childcare Homes \$7,500 for Childcare Centers	Child Action, Inc. will act as fiscal distributor. One- time stipend to support providers and help prevent further closures. The funds can be used for sign-on bonuses, bonuses for staff, support operating cost., etc. including payroll, food, supplies and equipment, insurance, mortgage, utilities. Priority given to underserved and underinvested communities areas with below median income and high priority zip codes.

<p>Family Childcare Home Start-up Stipend \$325,044</p>	<p>40 new providers 320 additional slots</p>	<p>Build capacity by incentivizing opening reopening family childcare home working with Child Action, Inc. & California Capital (WBC) programs to enhance their programs. This will help increase the number of childcare slots and providers.</p> <p>Providers receive one on one training & technical support throughout the licensing process. A stipend is used to cover start- up costs (fingerprinting, background checks, learning materials, application fee, health & safety supplies and equipment, technology, etc.). Target underserved and underinvested areas with below median income, high priority zip codes and BIPOC communities.</p>
<p>Total</p>		<p>\$1,500,000</p>

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): 2022-0833 Supplement/Addendum #: 1
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 04/18/2023 Contract Expiration Date (if applicable): 06/30/2024
 \$ Amount (Not to Exceed): \$ 881,000.00 Adjusted \$ Amount (+/-): \$ 0.00
 Other Party: Child Action, Inc.
 Project Title: Child Action ARPA Provider Stipend
 Project #: I02612025 Bid/RFQ/RFP #: _____
 City Council Approval: YES if YES, Council File ID#: 2023-00354

Contract Processing Contacts

Department: Economic Development Project Manager: Janine Cooper
 Contract Coordinator: Tiana Jordan Email: tjordan@cityofsacramento.org

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

**First Amendment to ARPA Reinvestment Fund Grant Agreement
(City Contract #2022-0833-1)**

This FIRST AMENDMENT TO ARPA REINVESTMENT FUND GRANT AGREEMENT, dated April 18, 2023, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "City"), and the CHILD ACTION INC., a California non-profit public benefit corporation (the "Grantee").

Background

The City and Grantee are parties to an ARPA reinvestment fund grant agreement identified as City Contract #2022-0833 (the "Grant Agreement").

The parties desire to amend the Grant Agreement to (i) increase the number of FCCHs that can participate in the Program, and (ii) allow FCCHs and childcare centers that are located in zip codes within the city limits other than those currently included in the Grant Agreement to participate in the Program.

With these background facts in mind, the City and the Grantee agree as follows

1. Attachment 1 - Authorized activities. Section 1.(c) of attachment 1 is hereby amended to read as follows:

"(c) *Application Phases.* The Grantee shall implement a three-phase application process as follows:

(1) Phase One.

A. During phase one, only applicants whose businesses are located in the following zip codes are eligible to apply:

- 1) 95821;
- 2) 95823;
- 3) 95826;
- 4) 95838;
- 5) 95825; and
- 6) 95822.

B. The Grantee shall only accept applications for a 30-day period during this phase.

(2) Phase Two.

A. If sufficient funding remains after all phase one stipend award determinations have been made, the Grantee shall open phase two of the application process.

B. During this phase, applicants whose businesses are located in the zip codes in section 1.(c)(1)A. and the following zip codes may apply:

- 1) 95815;
- 2) 95824;
- 3) 95820;
- 4) 95817;
- 5) 95828;
- 6) 95832;
- 7) 95811; and
- 8) 95814.

C. The Grantee shall accept applications during this phase until all funding available for stipends has been awarded or [January 30, 2023], whichever occurs first.

(3) Phase Three.

A. If sufficient funding remains after all phase two stipend award determinations have been made, the Grantee shall open phase three of the application process.

B. During this phase, applicants whose businesses are located in the zip codes in section 1.(c)(1)A., section 1.(c)(2)B., and the following zip codes may apply:

- 1) 95816
- 2) 95864
- 3) 95835
- 4) 95834
- 5) 95833
- 6) 95831
- 7) 95829
- 8) 95819; and
- 9) 95818.

C. The Grantee shall accept applications during this phase until all funding available for stipends has been awarded or June 1, 2023, whichever occurs first."

2. Attachment 2 – Budget narrative. The budget narrative in attachment 2 is hereby amended as follows:

(a) The following sentences are hereby deleted from the budget narrative:

- (1) "Stipends issued to Family Childcare Providers at \$5,000 (67 providers total)."
- (2) "Stipends issued to Childcare Center Providers at \$7,500 (67 providers total)."

(b) The following sentences are hereby added to the budget narrative in the same place as the sentences that were deleted under Section 2(a), above:

- (1) "Stipends issued to Family Childcare Providers at \$5,000."

(2) "Stipends issued to Childcare Center Providers at \$7,500."

- 3. **All Other Terms Remain in Force.** Except as modified by this agreement, the terms of the Grant Agreement remain unchanged. If there is any inconsistency between the Grant Agreement and this agreement, the terms of this agreement control.
- 4. **Effective date.** This agreement is effective on the date that all parties have signed it, as indicated by the dates in the signature blocks below.
- 5. **Counterparts.** The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
- 6. **Integration and modification.** This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

CITY OF SACRAMENTO,
a California municipal corporation

GRANTEE

By: _____
Michael Jasso, Assistant City Manager

By: Tracy Strack
Tracy Strack (Apr 10, 2023 09:22 PDT)

Dated: _____, 2023

Dated: Apr 10, 2023, 2023

Attest
Sacramento City Clerk

By: _____
Deputy City Clerk

Approved as to Form
Sacramento City Attorney

[Signature]
By: _____
Deputy City Attorney

RESOLUTION 2023-0103

Adopted by Sacramento City Council

May 2, 2023

Professional Services Agreement: Southern California Center for Nonprofit Management, Youth-Serving Organizational Resiliency Fund Grant Program

BACKGROUND

- A. In February 2022, the City Council approved the FY2021/22 Midyear Budget Report along with the mayor's framework allocating an additional \$5.5 million for Youth Workforce Development (Resolution No. 2022-0062). The Youth- and Family-Serving Community-Based Organizations Stabilization Fund, later renamed the "Resiliency Fund", was established (102180913) with an ongoing commitment and initial allocation of \$300,000.
- B. In June 2022, the City Council adopted the Workforce Development Framework and Spending Plan (Resolution No. 2022-0169) which earmarked an additional \$300,000 to the Resiliency Fund for youth workforce providers.
- C. On November 14, 2022, the Office of Youth Development (OYD) released the Youth Serving Organizational Resiliency Fund Request for Applications (RFA). The purpose of the RFA was to solicit proposals from community-based organizations who provide direct services to children or youth living or going to school in priority neighborhoods within Sacramento city limits, are interested in strengthening their organizational capacity, as well as the broader youth-serving ecosystem by participating in the Resiliency Fund grant program and whose organizational mission and vision aligns with the Citywide Youth Development Plan.
- D. During the design of the Resiliency Fund grant program a need for additional resources was identified - beyond the initial \$600,000. allocation - to build and deploy a grant program that aligns with best practices in capacity building and organizational development and is truly responsive to the organizational needs of local youth-serving community partners and ultimately the young people they serve.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND AND STAFF REPORT, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Manager or the City Manager's designee is authorized to execute a Professional Services Agreement with Southern California Center for Nonprofit Management (CNM) in the amount of \$550,445 to support the City with administration and oversight of the Resiliency Fund grant program and to provide Resiliency Fund grantees with capacity building and technical assistance services.

SECTION 2.

The City Manager or the City Manager's designee is authorized to transfer \$480,000 from the available fund balance of the American Rescue Plan Act (ARPA) Reinvestment Fund (Fund 1003) to the expenditure budget of the ARPA Youth Workforce Training Project (I02612020).

SECTION 3.

The City Manager or the City Manager's designee is authorized to transfer \$185,299 (Measure U Fund, Fund 2401) from the Children and Youth Services Program (I02001830) to the ARPA Youth Workforce Training Project (I02612020).

SECTION 4.

The City Manager or the City Manager's designee is authorized to transfer \$600,000 (Measure U Fund, Fund 2401) from the FY2021/22 Mayor/Council Economic Development Priorities (I02180910) to the ARPA Youth Workforce Training Project (I02612020).

TABLE OF CONTENTS:

Exhibit A – Professional Services Agreement (Southern California Center for Nonprofit Management)


Adopted by the City of Sacramento City Council on May 2, 2023, by the following vote:

Ayes: Members Guerra, Jennings, Kaplan, Maple, Loloee, Valenzuela, and Vang

Noes: None

Abstain: None

Absent: Member Talamantes and Mayor Steinberg

Attest:  05/09/2023
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Resolution No. 2023-0104 City Council COVID-19 Response: American Rescue Plan Act (ARPA) Framework and Funding Priorities: City Manager Authority to Amend ARPA and ARPA Reinvestment Fund Grant Agreements and Funding Allocations

RESOLUTION 2023-0104

Adopted by the Sacramento City Council

May 2, 2023

City Council COVID-19 Response: American Rescue Plan Act (ARPA) Framework and Funding Priorities: City Manager Authority to Amend ARPA and ARPA Reinvestment Fund Grant Agreements and Funding Allocations

BACKGROUND

- A. The American Rescue Plan Act (ARPA) was established in March 2021 to help in responding to the ongoing COVID-19 pandemic and public health emergency.
- B. On September 14, 2021, City Council provided guidance and direction by adopting the City's ARPA Framework and Funding Priorities.
- C. On October 19, 2021, City Council adopted Resolution No. 2021-0313, which: authorized the City Manager or City Manager's designee to accept \$112.2 million of ARPA funding; established the ARPA Reinvestment Fund (Fund 1003); and allocated \$112.2 of ARPA funds to provide government services and budget the resulting available resources in the ARPA Reinvestment Fund.
- D. As of April 2023, the City has executed approximately 100 ARPA and ARPA Reinvestment Fund grant agreements totaling more than \$20 million with organizations to implement ARPA Framework projects.
- E. Under existing policy, the City Manager does not have the authority to amend grant agreements approved by the City Council, including those amendments that do not increase the total grant amount or do not change the general scope of the original agreement.
- F. In some instances, ARPA grant agreements need to be amended to make minor changes to programming, eligibility, and budgets. Granting the City Manager authority to amend ARPA grant agreements consistent with the authority granted under City Code section 3.56.290 and related policies will result in administrative efficiencies in administering the ARPA grant agreements.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Manager or the City Manager's designee is authorized to execute amendments to ARPA and ARPA Reinvestment Fund grant agreements consistent with the authority granted to the City Manager in section 3.56.290 of the City Code and related policies.

SECTION 2.

The City Manager or the City Manager's designee is authorized to reallocate unexpended funding (including accrued interest) between ARPA projects in the ARPA Reinvestment Fund (Fund 1003) in alignment with the ARPA Framework and Funding Priorities approved by the City Council.


Adopted by the City of Sacramento City Council on May 2, 2023, by the following vote:

Ayes: Members Guerra, Jennings, Kaplan, Maple, Loloee, Valenzuela, and Vang

Noes: None

Abstain: None

Absent: Member Talamantes and Mayor Steinberg

Attest:  05/09/2023
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Motion No. 2023-0164 City Council COVID-19 Response: American Rescue Plan Act (ARPA) Framework and Funding Priorities: Supplemental Agreement No. 2 with Crowe LLP for American Rescue Plan Act Grant Liaison Consulting Services

Contract: City Council COVID-19 Response: American Rescue Plan Act (ARPA) Framework and Funding Priorities: Supplemental Agreement No. 2 with Crowe LLP for American Rescue Plan Act Grant Liaison Consulting Services [Published for 10- Day Review 06/08/2023]

File ID: 2023-00665

Location: Citywide

Action: Passed **Motion No. 2023-0164** authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 2 to City Agreement PRC001810 with Crowe LLP to provide American Rescue Plan Act Grant Liaison Consulting Services for an amount not-to-exceed \$507,205 bringing the agreement's total not-to-exceed amount to \$1,037,695.

Contact: Leyne Milstein, Assistant City Manager, (916) 808-8491, lmilstein@cityofsacramento.org; Ash Roughani, Special Projects Manager, (916) 808-7751, aroughani@cityofsacramento.org, Office of the City Manager; Ginger Weagraff, Development Project Manager, (916) 808-1222, gweagraff@cityofsacramento.org, Office of Innovation & Economic Development, Office of the City Manager

Source: Draft Minutes for the June 20, 2023 City Council Meeting.

Resolution No. 2023-0292 ARPA Framework and Funding Priorities: Approve Amended ARPA North Sacramento Economic Recovery Plan Framework

RESOLUTION 2023-0292

Adopted by the Sacramento City Council

September 12, 2023

ARPA Framework and Funding Priorities: Approve Amended ARPA North Sacramento Economic Recovery Plan Framework

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the Sacramento City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The Framework included an allocation of \$5 million to support the recovery of the North Sacramento commercial corridor.
- G. On August 9, 2022, City Council adopted Resolution No. 2022-0256 which formally established the ARPA North Sacramento Economic Recovery Plan Framework.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The Amended ARPA North Sacramento Economic Recovery Plan Framework attached as Exhibit A is approved.

SECTION 2.

Exhibit A – ARPA North Sacramento Economic Recovery Plan Framework of Resolution No. 2022-0256 is hereby rescinded and replaced by Exhibit A – Amended ARPA North Sacramento Economic Recovery Plan Framework.

SECTION 3.

The City Manager or the City Manager's designee is authorized to negotiate and execute ARPA Reinvestment grant agreements with Capital College & Career Academy for an amount not-to-exceed \$150,000, Roberts Family Development Center for an amount not-to-exceed \$150,000; People Working Together for an amount not-to-exceed \$150,000, Humanity Center for an amount not-to-exceed \$150,000, Green Tech for an amount not-to-exceed \$50,000, The Pop-Up Shop for an amount not-to-exceed \$50,000, and Sacramento Horseman's Association for an amount not-to-exceed \$50,000. This authorization is conditioned upon the recipients' compliance with the City's grant award requirements related to the demonstration of fiscal and administrative responsibility.

SECTION 4.

The City Manager or the City Manager's designee is authorized to execute an ARPA Reinvestment loan agreement with the current owner of Sammy's Restaurant for an amount not-to-exceed \$200,000, conditioned upon compliance with the City's grant award requirements related to the demonstration of fiscal and administrative responsibility.

TABLE OF CONTENTS:

Exhibit A – Amended ARPA North Sacramento Economic Recovery Plan Framework


Adopted by the City of Sacramento City Council on September 12, 2023, by the following vote:

Ayes: Members Guerra, Jennings, Kaplan, Loloee, Maple, Talamantes, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  09/16/2023

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Exhibit A

ARPA North Sacramento Economic Recovery Plan Framework		
Project Title	Description	Planned Budget Allocation
North Sacramento Small Business Assistance Program	The program aims to spur recovery for North Sacramento businesses by providing aid to both small business owners and commercial property owners. For small business owners, the program will pair technical assistance with implementation capital to help owners scale their businesses. This includes a direct allocation of \$50,000 to The Pop-Up Shop, a low-interest loan to Sammy's Restaurant, and \$30,000 for a Small Business Conference Series	\$280,000
North Sacramento Façade Improvement Program	The program aims to spur economic recovery in North Sacramento by providing one-time grants to small business owners and/or commercial property owners for exterior façade improvements. Example improvements include: <ul style="list-style-type: none"> • Paint • Signage • Exterior lighting • Awnings/canopies • Window and/or door replacement • Landscaping • Restoration of original façade features on older buildings • Architectural review • General outdoor cleaning activities The City also proposes to set aside a portion of the allocation to hire a consultant to launch, oversee, and manage the program including developing list of licensed and qualified vendors to complete facade improvements.	\$1,000,000
North Sacramento Marketing and Branding	The program aims to spur economic recovery in North Sacramento by hiring a consultant(s) to develop and execute a marketing program and brand strategy that will create better exposure, visibility, and publicity for the District 2 businesses	\$250,000

	– especially those impacted by COVID-19 and the unhoused community impacts (as a result of COVID-19) that will resonate with existing and prospective businesses, potential visitors, and industry leaders.	
North Sacramento Community Impact Fund	This program will support D2 serving, community based organization’s transformational projects and programs that are responding to the COVID-19 pandemic recovery and addressing their missions. This includes the following direct allocations: \$150,000 to Capital College & Carrer Academy; \$150,000 to Roberts Family Development Center; \$150,000 to People Working Together; \$150,000 to Humanity Center; \$50,000 to Green Tech; and \$50,000 to the Sacramento Horsemen’s Association.	\$700,000
North Sacramento Clean and Safe Program	The program aims to spur economic recovery and improve public health as well as public safety by funding safety, security, and clean up stabilization investments in North Sacramento.	\$50,000
Transformative Reinvestment Grants	The program will provide aid to nonprofit and small business initiatives within this district to promote recovery and growth. The Transformative Growth Grants Program is open to businesses and nonprofit organizations located in Council District 2 that have a vision for their future and are seeking financial support to make it happen. The program will prioritize funding projects and programs that: 1) Create New Jobs, 2) Retain Existing Jobs, 3) Expand Existing Business, and 4) Expand Existing Programs and Services.	\$2,720,000

Motion No. 2023-0282 City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Service Agreement with Los Rios Community College District for Early Childhood Education (ECE) Apprenticeship

City Council COVID-19 Response: ARPA Framework and Funding Priorities: Professional Service Agreement with Los Rios Community College District for Early Childhood Education (ECE) Apprenticeship

File ID: 2023-01184

Location: Citywide

Action: Passed **Motion No. 2023-0282** authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement with Los Rios Community College District in an amount not to exceed \$271,001 to implement an Early Childhood Education (ECE) Apprenticeship Program.

Contact: Janine Cooper, Child Care Project Manager, 916-808-5449, jcooper1@cityofsacramento.org; Denise Malvetti, Deputy Director, 916-808-7064, dmalvetti@cityofsacramento.org, City Manager's Office of Innovation and Economic Development

Source: Draft Minutes for the October 10, 2023 City Council Meeting.

Resolution No. 2023-0336 ARPA Framework and Funding Priorities: Approve Revised Approach to ARPA Arts and the Creative Economy Program Framework for Funding Creative Businesses

RESOLUTION 2023-0336

Adopted by the Sacramento City Council

October 24, 2023

ARPA Framework and Funding Priorities: Approve Revised Approach to ARPA Arts and the Creative Economy Program Framework for Funding Creative Businesses

BACKGROUND

- A. On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the coronavirus disease (COVID-19) in the State of California.
- B. On March 5, 2020, the County of Sacramento proclaimed a public health emergency as a result of the threat of COVID-19 (pandemic) in the county.
- C. On March 13, 2020, the Sacramento City Council adopted a resolution declaring a local emergency relating to the pandemic.
- D. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- E. On August 24, 2021, the City Council held a workshop to discuss the Mayor's proposed ARPA Framework and Funding Priorities. During the workshop, the City Council and stakeholders expressed overall interest in funding programs and projects in the following areas: Small Business and Commercial Corridor Revitalization; Homeless and Housing; Youth, Workforce Training and Gang Prevention; Arts and the Creative Economy; and Valuing City Employees and Addressing Organizational Needs.
- F. On September 14, 2021, City Council adopted the Mayor's proposed ARPA Framework and Funding Priorities and directed the City Manager, City Attorney, City Auditor, City Treasurer, and City Clerk to implement City Council direction consistent with the adopted ARPA Framework. The Framework included an allocation of \$10 million to support recovery of the arts and creative economy sectors in Sacramento.

- G. On October 19, 2021, City Council adopted Resolution No. 2021-0313 authorizing the City Manager or designee to accept \$112.2 million of ARPA funding from the United States Treasury and establish the ARPA Reinvestment Fund (Fund 1003) in order to assist with the recovery and reopening of the local economy resulting from the impacts of COVID-19.

- H. On March 1, 2022, City council adopted Resolution No. 2022-0064, that authorized: 1) establishing the Arts and Creative Economy Program as a new Multi-Year Operating Project; 2) authorizing the City Manager or the City Manager's designee to transfer \$10,000,000 from the available fund balance of the American Rescue Plan Act (ARPA) Reinvestment Fund to the expenditure budget of the Arts and Creative Economy Program; and 3) approving the amended Arts and Creative Economy Framework.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The revised approach for funding creative businesses through the Arts and Creative Economy Program as outlined in Exhibit A is hereby approved.

SECTION 2.

The previous approach for funding creative businesses through the Arts and Creative Economy Program as referenced in Resolution No. 2022-0064 is hereby rescinded and replaced by Exhibit A- Revised Approach for Funding Creative Businesses through ARPA Arts and Creative Economy Program.

TABLE OF CONTENTS:

Exhibit A – Revised Approach for Funding Creative Businesses through the Arts and Creative Economy Program


Adopted by the City of Sacramento City Council on October 24, 2023, by the following vote:

Ayes: Members Jennings, Kaplan, Maple, Loloee, Talamantes, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: Member Guerra

Attest:  11/06/2023

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

Exhibit A

Revised Approach for Funding Creative Businesses through the Arts and Creative Economy Program

Creative Businesses – \$1.75 Million

Experience Economy Focus Area (\$1 million)

This allocation focuses on the implementation of regulatory changes and recommendations arising out of the Sacramento Music Census and Arts and Entertainment Regulatory Review. It also focuses on industry support and development. On the regulatory side, funds would be allocated to activities such as:

- Regulatory reform, including any necessary third-party support for ordinance, policy and process design, and permit application design/development.
- Online permitting for entertainment-related permits.
- Permitting education and industry training videos as well as a corresponding communications campaign.
- Microsite for information and education relating to entertainment-related permitting and venue management/event best practices.

On the industry support and development side, grants would be made available to for-profit independent venues (e.g. music venues, art galleries and bookstores) who regularly support, present, and/or cultivate Sacramento-based talent or those businesses (e.g. restaurants/cafes) who would like to begin presenting live music under more streamlined regulatory programs. Funds would also support the creation of an online industry information hub as well as industry-specific training and education programs.

Creative Business Accelerator/Supports (\$750,000)

The Office of Arts and Culture recognizes that there is considerable potential for growth at the intersection of creative expression, design, technology and engineering and diverse creative entrepreneurs in Sacramento are driving that growth with incredibly limited resources. This allocation would build off the previous investments of the Office of Arts and Culture in pre-accelerator programs for creative businesses with a focus on creative entrepreneurs from marginalized communities. It would support additional pre-accelerator and accelerator programs focused on specific industries identified as part of recent creative economy-focused research. It would also provide financial support and mentorship to program graduates.

Resolution No. 2023-0367 Approval of the Sacramento Iceland Skating Rink Forgivable Loan and Facade Loan Agreements and Amended ARPA North Sacramento Economic Recovery Framework

RESOLUTION 2023-0367

Adopted by the Sacramento City Council

November 14, 2023

Approval of the Sacramento Iceland Skating Rink Forgivable Loan and Facade Loan Agreements and Amended ARPA North Sacramento Economic Recovery Framework

BACKGROUND

- A. The Iceland Skating Rink has been a landmark in the city and a beacon of activity on Del Paso Boulevard for more than 80 years. Prior to an arson fire in 2010, Iceland served approximately 50,000 skaters annually. Through fundraising and the efforts of over 400 volunteers, Iceland was able to restore the rink, though the roof structure could not be salvaged.
- B. Sacramento Iceland, a 501(c)(3) tax exempt non-profit public benefit corporation that operates under the name Skate Sacramento, operates the ice rink under a 20-year lease agreement with the property owner, American Iceland, L.L.C. (American Iceland). For ten years, Sacramento Iceland rink operated without a roof and only during the winter season, serving more than 20,000 skaters annually. The rink closed in February 2020 due to the COVID-19 pandemic and has been unable to reopen since, causing the building to fall into further disrepair.
- C. With a new roof structure and facade improvements, Skate Sacramento could reopen Iceland Skating rink on a year-around basis and return to serving 50,000 visitors annually. Current plans to refurbish Iceland so that it can operate year-around include installing a detached, prefabricated metal roof structure over the existing outdoor ice-skating rink, upgrading on- and offsite utilities, and purchasing new fixtures and equipment such as new skates and flooring, for a total cost of approximately \$2,110,000. The budget for necessary façade repairs, including restoring all neon signage and lighting, replacing the glass block windows, replacing front façade tile, installing a new entryway and door, and repainting the exterior of the building totals approximately \$150,000.

- D. As part of the FY2019/20 Approved Budget (Resolution No. 2019-0248), the Iceland Restoration Multi-Year Operating Project (I02181600) was established for \$1.3 million (Measure U Project, Fund 2401) to refurbish Iceland so that it can be used year-round. American Iceland drew down \$66,000 from the budget allocation for predevelopment costs before higher-than-expected cost estimates caused it to pause the project and reevaluate the project scope. The Iceland Restoration Multi-Year Operating Project (I02181600) has an unobligated balance of \$1,233,990.
- E. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making available \$350 billion through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the reopening and recovery from the adverse health and economic impacts caused by COVID-19. The City of Sacramento became eligible for \$112.2 million.
- F. On October 19, 2021, the City Council adopted Resolution No 2021-0313, which authorized the City Manager or the City Manager's designee to accept \$112.2 million of American Rescue Plan Act (ARPA) funding, establish the ARPA Reinvestment Fund (Fund 1003), allocate \$112.2 million of ARPA funds to provide government services, and budget the resulting available resources in the ARPA Reinvestment Fund to assist with recovery and reopening efforts to offset the economic impact of the COVID-19 pandemic.
- G. On August 9, 2022, the City Council adopted Resolution No 2022-0256, which formally established the ARPA North Sacramento Project (I02612090) and the ARPA North Sacramento Economic Recovery Plan Framework. The ARPA North Sacramento Economic Recovery Plan Framework included a Small Business Assistance Program aimed at providing assistance with real estate development capital to help property owners bring their assets into productive use.
- H. On September 12, 2020, the City Council adopted Resolution 2023-0292 which allocated \$200,000 from the ARPA North Sacramento Project (I02612090) Small Business Assistance Program to the owner of Sammy's Restaurant on Del Paso Boulevard as a repayable loan to support post-COVID-19 reopening efforts. The funding for Sammy's is no longer contemplated due to a change in business circumstances.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The ARPA North Sacramento Economic Recovery Framework is hereby amended to reallocate the \$200,000 previously allocated to Sammy Restaurant by allocating \$125,000 for Iceland Restoration Projects and \$75,000 for Transformative Reinvestment Grants; the amended ARPA North Sacramento Economic Recovery Framework is attached as exhibit A.

SECTION 2.

The City Manager or City Manager's designee is authorized to execute the \$1,233,990 forgivable loan agreement with Sacramento Iceland to purchase and install a prefabricated metal roof structure so that Iceland can operate year-around; the forgivable loan agreement is attached as exhibit B.

SECTION 3.

The City Manager or City Manager's designee is authorized to execute a \$125,000 facade loan agreement with Sacramento Iceland to complete façade improvements supporting Iceland's reopening and the Del Paso Boulevard commercial corridor's post-COVID-19 recovery; the façade loan agreement is attached as exhibit C.

SECTION 5.

The City Manager or City Manager's designee is authorized to execute any amendment to the forgivable loan agreement and facade loan agreement, subject to approval as to form by the City Attorney or the City Attorney's designee, if the amendment does not change the total loan amount, loan repayment terms, interest rate, conditions for loan forgiveness, or extend the term of the loan.

SECTION 6.

The City Manager or the City Manager's designee is authorized to transfer \$1,233,990 from the Iceland Restoration Project (I02181600, Fund 2401) to the Forgivable Loan Program (I02180400).

SECTION 7.

The City Manager or the City Manager's designee is authorized to transfer \$125,000 from the ARPA North Sacramento Project (I02612090, Fund 1003) to the Forgivable Loan Program (I02180400).

ARPA North Sacramento Economic Recovery Plan Framework

Project Title	Description	Planned Budget Allocation
North Sacramento Small Business Assistance Program	The program aims to spur recovery for North Sacramento businesses by providing aid to both small business owners and commercial property owners. For small business owners, the program will pair technical assistance with implementation capital to help owners scale their businesses. This includes a direct allocation of \$50,000 to The Pop-Up Shop, a low-interest loan to Sacramento Iceland, and \$30,000 for a Small Business Conference Series	\$205,000
North Sacramento Façade Improvement Program	<p>The program aims to spur economic recovery in North Sacramento by providing one-time grants to small business owners and/or commercial property owners for exterior façade improvements. Example improvements include:</p> <ul style="list-style-type: none"> • Paint • Signage • Exterior lighting • Awnings/canopies • Window and/or door replacement • Landscaping • Restoration of original façade features on older buildings • Architectural review • General outdoor cleaning activities <p>This includes an allocation \$125,000 for the Iceland Restoration Project. The City also proposes to set aside a portion of the allocation to hire a consultant to launch, oversee, and manage the program including developing list of licensed and qualified vendors to complete facade improvements.</p>	\$1,000,000
North Sacramento Marketing and Branding	The program aims to spur economic recovery in North Sacramento by hiring a consultant(s) to develop and execute a marketing program and brand strategy that will create better exposure, visibility, and publicity for the District 2 businesses – especially those impacted by COVID-19 and the unhoused community impacts (as a result of	\$250,000

	COVID-19) that will resonate with existing and prospective businesses, potential visitors, and industry leaders.	
North Sacramento Community Impact Fund	This program will support D2 serving, community based organization's transformational projects and programs that are responding to the COVID-19 pandemic recovery and addressing their missions. This includes the following direct allocations: \$150,000 to Capital College & Carrer Academy; \$150,000 to Roberts Family Development Center; \$150,000 to People Working Together; \$150,000 to Humanity Center; \$50,000 to Green Tech; and \$50,000 to the Sacramento Horsemen's Association.	\$700,000
North Sacramento Clean and Safe Program	The program aims to spur economic recovery and improve public health as well as public safety by funding safety, security, and clean up stabilization investments in North Sacramento.	\$50,000
Transformative Reinvestment Grants	The program will provide aid to nonprofit and small business initiatives within this district to promote recovery and growth. The Transformative Growth Grants Program is open to businesses and nonprofit organizations located in Council District 2 that have a vision for their future and are seeking financial support to make it happen. The program will prioritize funding projects and programs that: 1) Create New Jobs, 2) Retain Existing Jobs, 3) Expand Existing Business, and 4) Expand Existing Programs and Services.	\$2,795,000