# THE CITY OF ALAMEDA USE OF CERTAIN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEARS 2025-2026

WHEREAS, the City of Alameda ("City") is a recipient of Community Development Block Grant (CDBG) Entitlement funds as authorized under Title I of the Housing and Community Development Act of 1974, as amended;

WHEREAS, the City Council, after public comment and review, has programmed funds for the City of Alameda Public Works Department ("APW"), in an amount not to exceed two-hundred thousand dollars (\$200,000), to provide improvements as described in this document, including the Exhibits ("the Project").

WHEREAS, the Project is an eligible use of CDBG funds under Section 570.202 of the CDBG regulations;

#### A. OVERVIEW

The Project is subject to the conditions, compliance obligations, and procedures detailed in this document including all attachments and any other conditions applying specifically to the Project.

#### B. NATIONAL OBJECTIVE

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: remove material and architectural barriers to the mobility or accessibility of elderly persons, as defined in 24 CFR 570.208. APW will provide any documentation necessary for HHS to be able to document the national objective criteria for the Project.

#### C. RECORDS AND REPORTING

APW shall participate in meetings with Housing and Human Services (HHS) staff as necessary to review the status of the Project.

APW shall maintain all records related to the Project, APW shall retain all records related to the Project carried out under this document for a minimum period of seven years, beginning from the closeout of each individual project. Any public requests for records related to the Project shall be handled in compliance with City policy.

# D. <u>COMPLIANCE OBLIGATIONS AND MONITORING</u>

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

of this agreement, HHS shall audit the Project as part of its standard monitoring protocol. APW will cooperate with HHS in this process and make available all necessary personnel and documents for this purpose.

#### E. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

- a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not limited to, the following:
  - 1. Employment upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
  - 2. Selection for training, including interns and apprentices.
    - a. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law
    - c. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
    - d. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
    - e. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.
  - b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine

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

- c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.
- d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.
- e. Provider's attention is directed to laws, including but not limited to:

#### 1. CIVIL RIGHTS/EQUAL OPPORTUNITY

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

#### 2. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

#### F. NONDISCRIMINATION – HUD REQUIREMENTS:

- a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:
  - 1. Employment upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
  - 2. Selection for training, including interns and apprentices.
    - a. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color,

- religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
- c. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- d. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- e. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.
- b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of Agreement.
- c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.
- d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.
- e. Provider's attention is directed to laws, including but not limited to:
  - 1. CIVIL RIGHTS/EQUAL OPPORTUNITY

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

# 2. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

- a. Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for

or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

#### 3. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

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

#### B. OTHER HUD REQUIREMENTS:

- Compliance with Davis-Bacon Act. APW shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Any construction contracts entered into by APW shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. APW shall include these federal labor standards provisions (HUD-4010 form) and a copy of the current prevailing Davis Bacon wage determination issued by the Department of Labor in each solicitation, and the award of the contract shall be conditioned upon the acceptance of the wage determination and these terms. APW shall ensure that a copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH1321) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. APW shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be uploaded
- b. Copeland "Anti-Kickback" Act. APW shall comply with the Copeland "AntiKickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by APW over \$100,000 shall include a provision for compliance with these regulations. APW shall maintain documentation and records which demonstrate compliance with these regulations.
- c. Contract Work Hours and Safety Standards Act. APW agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by APW over \$100,000 shall include a provision for compliance with these regulations. APW shall maintain documentation and records which demonstrate compliance with these regulations.
- d. Build America, Buy America Act (BABA): The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

#### C. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

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

#### D. FEDERAL CONDITIONS:

- 1. Subrecipient Monitoring and Management Requirements: In Exhibit C, City provides subrecipient with disclosures required under 2 CFR Section 200.330.
- 2. Federal Conditions Exhibit Certification Public Service, Economic Development, and Micro Enterprise Monitoring and Management Requirements. In Exhibit D, City provides subrecipient with a list of relevant exhibits.

#### E. ENVIRONMENTAL ASSESSMENTS

Environmental assessments may be necessary on some aspects of the Project. The specific Exhibit will describe the required determination and responsibilities. HHS staff will assist in this determination.

#### F. PROCUREMENT PROCEDURES

As necessary to implement the Project, APW shall identify materials and vendors in accordance with appropriate procurement guidelines, per the Exhibits and with local purchasing policies as outlined in relevant City ordinances and administrative instructions. APW shall determine appropriate procurement procedures prior to procurement of any items and shall retain documentation of procurement activities in its files.

#### G. PAYMENT PROCEDURES

APW shall review funding requests to meet pay requests as submitted by contractors. These requests shall be prepared by APW, with supporting documentation. Supplier invoices shall be signed, dated, and reviewed by APW.

APW shall submit to HHS substantiated requests for reimbursement of actual operating costs. The Request for Reimbursement (RFR) form will be provided by the HHS. RFRs shall be submitted to the HHS by the 15th day of October, January and April, and July following, the Program Year. HHS may, at its discretion, advance funds. Within ten days of the close of the Program Year, APW shall submit its final Request for Reimbursement. Failure to do so may result in the forfeit of any remaining Grant funds.

APW shall approve payment requests up to the total amount of CDBG funding available and as specified in the line item budget and set forth in the appropriate Exhibit.

#### H. REPORTING, RECORDKEEPING AND MONITORING

#### 1. <u>Performance Reports</u>

The APW shall prepare Quarterly Performance Reports describing the accomplishments in carrying out the Project. Such reports shall be submitted to HHS by the 15th day of October, January, and April, and July following the Program Year funded, utilizing the format identified in the Budget and Statement of Work Report, included as Exhibit A. HHS may, at its discretion, approve a less frequent reporting schedule. A reporting period and cumulative-to-date summary shall include, but not be limited to:

- a. A narrative describing program operations, including any problems encountered or anticipated and corrective actions, program changes made or under consideration, and progress towards fundraising goals, as represented by Non-Grant Funds on the Budget, and
- b. Satisfactory completion of all items contained in the Budget and Scope of Work Report, included as Exhibit A and B.

# 2. <u>Project Completion Report</u>

APW shall submit to HHS a Project Completion Report, no later than July 15 following the Program Year, including:

- a. A Performance Summary of the numbers and results of direct client services and demographics, and a narrative describing the accomplishments during the Program Year (the final Performance Report and this portion of the Annual Report may be combined); and
- b. A Financial Summary of revenues and expenditures, reflecting funds from all sources represented in the Budget, in a format to be approved by the HHS. HHS shall review the Financial Summary for the eligibility, allowability, reasonableness, and allocability of Grant costs, and may adjust the amount of the final Request for Reimbursement, or request reimbursement of previously disbursed Grant funds, as appropriate.

## I. PROJECT DESIGNEES

Responsibility for implementation of the Project rests with the designees of HHS and APW identified below:

- Alameda Public Works Department Erin Smith
- Housing & Human Services Division—C'Mone Falls and Andre Fairley
   Any additional participants will be listed on the appropriate Exhibit.

#### J. PUBLICITY

All public information materials, e.g. jobsite signs, press releases, grand opening announcements, shall include the following statement: "This public improvement funded by City of Alameda Community Development Block Grant funds," as appropriate.

#### K. CHANGES

If HHS should propose any changes in scope of work, Project schedule or Project budget, it must notify APW in writing of the proposed changes.

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT

-Signed by:

Erin Smith —325158B32737491...

Erin Smith Alameda Public Works Director CITY OF ALAMEDA a municipal corporation

-Signed by:

Junifer Ott —645BD87E45D243E...

Jennifer Ott City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

lmy Wooldridge CF377C6EC7664C4...

Amy Wooldridge Assistant City Manager

APPROVED AS TO FORM: City Attorney

-DocuSigned by:

Len Aslanian —765D25E39B18464..

Len Aslanian Assistant City Attorney

# Exhibits:

- A. Statement of Work
- B. Budget
- C. Disclosures per 2 CFR Section 200.330
- D. Federal Conditions Exhibit Certification-Public Facility and Improvements

# EXHIBIT A STATEMENT OF WORK

FY: 2025-2026

Agency Name: Alameda Public Works Department (APW)

Program Name: ADA CURB RAMP IMPROVEMENTS P.W. No. 06-24-17

Amount of Grant: \$200,000

The City of Alameda's ADA Transition Plan evaluated the accessibility of Alameda's sidewalks and curb ramps. The ADA Curb Ramp Improvements P.W. No. 06-24-17 project will install new curb ramps where the ADA Transition Plan identified them to be needed and will replace curb ramps the ADA Transition Plan determined to have a low accessibility score.

## EXHIBIT B BUDGET

Fiscal Year: 2025-2026

Agency Name: Alameda Public Works Department

Program Name: ADA CURB RAMP IMPROVEMENTS P.W. No. 06-24-17

Amount of Grant: \$200,000

ITEM	FY2025-26 GRANT FUNDS REQUESTED	FY2025-26 LEVERAGED FUNDS*	FY2025-26 TOTAL PROGRAM BUDGET
A. Capital Costs			
Permits and Fees			
Design			
Engineering		\$10,000	\$10,000
Other Soft Costs			
Construction	\$190,000		\$190,000
Contingency	\$10,000		\$10,000
A. SUBTOTAL CAPITAL COSTS	\$200,000	\$10,000	\$210,000
B.PERSONNEL COSTS, including Payroll Taxes/Fringe Benefit. Note % FTE on this project***	\$-	\$40,000	\$40,000
B. SUBTOTAL PERSONNEL EXPENSES	\$-	\$40,000	\$40,000
TOTAL PROGRAM BUDGET (a+b)	\$200,000	\$50,000	\$250,000

<sup>\*</sup> Per HUD, leverage is the non-match cash or non-match in-kind resources committed to making a project fully operational. This includes all resources in excess of the required 25 percent match as well as other resources that are used on costs that are ineligible in the Program. Leveraged funds may be used for any program related costs, even if the costs are not budgeted or not eligible in the CoC Program. Leverage may be used to support any activity within the project provided by the recipient or subrecipient. Please identify the source and commitment status (e.g. funds received, committed, or otherwise guaranteed, with proof) of other non-City funding and in-kind contributions that directly benefit the activity for which CDBG funding is requested. Please explain your basis for valuing any in-kind contributions.

<sup>\*\*\*</sup> Agency FTE (full time equivalent) = \_\_\_\_hours per week. Include Position titles and percentage of FTE or number of hours assigned to the program. Attach job descriptions and staff person's name for each position for which CDBG funding is sought

# **EXHIBIT C** SUBRECIPIENT DISCLOSURES PER 2 CFR SECTION 200.330

Fiscal Year: 2025-2026

Agency Name: Alameda Public Works Department Program Name: ADA CURB RAMP IMPROVEMENTS P.W. No. 06-24-17

CFDA Number	14.218	
CFDA Title	Community Development Block Grants/Entitlement Grants	
Name of Federal Agency	U.S. Department of Housing and Urban Development (HUD), Housing and Community Development	
Subrecipient Unique Entity Identifier System (UEI) Number	MGXCH5V9U5C5	
Subrecipient Name	Alameda Public Works Department	
Federal Award Date (Date of award to City by HUD)	July 1, 2024	
	B-20-MC-06-0007	
	B-21-MC-06-0007	
Federal Award Identification Number	B-23-MC-06-0007	
Subaward Period of Performance Start and End Date	July 1, 2025 – June 30, 2026	
Federal Funds Obligated by this Agreement	\$200,000	

#### **EXHIBIT D**

# FEDERAL CONIDTIONS EXHIBIT CERTIFICATION-PUBLIC FACILITY AND IMPROVEMENTS

Fiscal Year: 2025 – 2026

Agency Name: Alameda Public Works Department

Project Name: ADA CURB RAMP IMPROVEMENTS P.W. No. 06-24-17

Amount of Grant: \$200,000

With this certification, Alameda Public Works Department (APW) acknowledges that we have read the Federal Conditions (Section 33 of the Service Provider Agreement) and the corresponding exhibits, which are available online and can also be found in the online City Data Services system. We understand that these Exhibits are a condition of the Memorandum of Understanding. We understand these Exhibits that are relevant to this grant are as follows:

#### List of Exhibits Reviewed:

Exhibit 1: 2 CFR 200 - Audit Requirements

Exhibit 2: 2 CFR 215 – Uniform Administrative Requirements (24 CFR Part 84)

Exhibit 3: 24 CFR 570.601 Fair Housing Non-Discrimination

24 CFR 570.602 Section 109 Non-Discrimination 24 CFR 570.607 EEO and Non-Discrimination 24 CFR 570.912 Nondiscrimination Compliance

Exhibit 4: 24 CFR 570.604 Environmental Study (24 CFR Part 58)

Exhibit 5: 24 CFR 570.605 National Flood Insurance

Exhibit 6: 24 CFR 570.611 Conflict of Interest

24 CFR 92.356 Conflict of Interest

Exhibit 7: 24 CFR 87 Restrictions on Lobbying

Exhibit 8: 49 CFR 24 Part 24 Real Property Acquisition

24 CFR 570.606 Relocation and Displacement

Exhibit 9: 24 CFR 570.207 Ineligible Activities and Restrictions on Political Activities

Exhibit 10: 24 CFR 570.200 U) Restrictions On Religious Activities

Exhibit 11: 24 CFR 3.400 Education Non-Discrimination

Exhibit 12: HUD Notice Final Guidance Implementing Policies Required by Executive

Order 13166