

*City of*  
**SACRAMENTO**

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Coronavirus, Aid, Relief, and Economic  
Security (CARES) Act Relief Funding

**Notice of Funding Availability (NOFA) and  
Request for Applications**

Program Name: | COVID-19 Digital Equity Program |

Grant Identification Number: | G21071011002 |

NOFA Posted on: | July 29, 2020 |

Grant Applications Due by: | August 10, 2020 at 9:00 a.m. (PST) |

## **DESCRIPTION OF FUNDING OPPORTUNITY**

Signed into law on March 27, 2020, the Corona virus Aid, Relief, and Economic Security Act (the “CARES Act”) created several emergency aid programs to combat the global coronavirus (COVID-19) pandemic. Section 5001 of the CARES Act established the Coronavirus Relief Fund (the “CRF”) and appropriated \$150 billion to the CRF program by adding section 601 to the Social Security Act. Administered by the Treasury Department, the CRF program offered eligible jurisdictions one-time allocations to offset COVID-19 costs. In April 2020, the federal government awarded the City of Sacramento \$89,623,427. 20 from the CRF program.

The Catalog of Federal Domestic Assistance (CFDA) number assigned to the CRF program is 21.019.

The Sacramento City Council approved using CRF funds to help support the individuals and organizations that have suffered harm due to the crisis caused by the COVID-19 pandemic.

The City of Sacramento (“City” or “Sacramento”), Information Technology Department, is seeking applications for programs that will extend and enhance access to the internet, computer equipment, and digital skills and knowledge to underserved community members and households affected by the Coronavirus Disease (COVID-19) pandemic.

Digital access in the wake of the COVID-19 pandemic is a prerequisite for not only full and meaningful participation in our economy and society but has become a necessity for access to basic health care, food, and social services. To address the immediate need of insufficient or lack of digital access created in the wake of the pandemic the Mayor and Council have initiated a project to help individuals and households in immediate need of access to the internet, computer equipment, and necessary knowledge to participate digitally.

Many households and individuals in Sacramento face unprecedented challenges due to the economic conditions arising from efforts to reduce the number and severity of COVID-19 infections. Some individuals and households have been isolated from resources, services, and social emotional support by the executive emergency orders due to lack of access to digital resources. The Sacramento COVID-19 Digital Equity Response program will specifically target individuals who lack adequate access and resources due to COVID-19 and whose needs are unmet by existing resources and who historically face barriers to digital resources and knowledge. Applicants must demonstrate they will devote adequate number of experienced personnel and demonstrate success delivering programs to underserved communities in Sacramento.

The City may choose to award multiple grants as the City deems necessary to meet the City’s needs. The grants will be based on initial proposals received in response to this Notice of

Funding Availability (NOFA) and must meet all the terms and conditions described herein. Applicants that do not submit a complete application by the closing date and time will not be considered for any award. |

All questions regarding this NOFA are to be directed in writing (Attn: Maria MacGunigal) through the City of Sacramento bid center at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

All questions must be submitted no later than **August 3, 2020 at 9:00 AM (PST)**. All questions must reference the NOFA number and include the potential applicant's name, company, address, and contact information. Questions via phone will not receive a response.

An addendum addressing all questions submitted by the deadline will be posted on the City's online bid portal (PlanetBids) by the close of business on August 5, 2020.

Applicants may rely only upon written information and/or instructions from the City. The City shall not be responsible for any oral information and/or instructions given with regard to this NOFA from third parties outside the City's online bid portal.

To maintain a fair and equal process for all Applicants, upon receipt of this NOFA, Applicants (or their designated agents) SHALL NOT directly or indirectly contact any Council member or other City staff, other than the person identified in this NOFA, for meetings, conferences or technical discussions that are related to the NOFA. Unauthorized contact of any Council member or other City staff may be cause for immediate disqualification from the grant process.

Applicants may apply for multiple grant opportunities; however, eligible expenses must not be duplicated across grant categories or grant programs.

### **FUNDING RESTRICTIONS**

The CARES Act and subsequent guidelines issued by the U.S. Department of the Treasury specify the types of expenditures and programs which may be funded using CRF funds. The City's use of CRF funds is limited to expenditures that:

- 1) Are necessary expenditures incurred due to the COVID-19 public health emergency;
- 2) Were not accounted for in the City's Fiscal Year (FY) 2020 budget; and
- 3) Are paid before December 30, 2020. All funds must be spent by the City and its grantees no later than December 30<sup>th</sup>.

The City will use the answers to the questions in the grant application form to determine if the proposed program or expenditures are eligible for CARES funding. It is the responsibility of the applicant to provide evidence of eligibility. Please review the following documents before responding to questions in the application.

- 1) CARES Act Guidelines and FAQs, available at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.
- 2) The City's CARES Act Grants Management Policy will be finalized soon and will be made available as soon as possible.

Since CRF funding is a one-time funding source, the City can neither extend nor renew any grant award beyond December 30, 2020.

## **GRANT OVERVIEW**

To be eligible for a CRF grant, applicants should submit grant applications outlining how the applicant will utilize CRF funding to provide services to extend and enhance internet access, equipment, and digital skills to underserved community members and households affected by the COVID-19 pandemic.

The City anticipates that there may be a variety of responses to the NOFA, bringing forth a range of program ideas. These ideas will be evaluated on how they address COVID-19 impacts to households and individuals in Sacramento and CRF funding requirements. Since the Digital Equity program will be funded by CRF, work must be completed by December 30, 2020.

The services may be provided as part of the range of services provided by the applicant or offered by the City through other contracts. The scope of work below outlines a potential framework, but responders may have different program concepts for the City to consider.

## **SCOPE OF WORK**

Applications can address one or all of the following:

### **Assessment & Technical Assistance**

- a. Assess the eligibility of individuals and households. Eligible individuals and households must establish that they: (1) have been impacted by COVID-19 (i.e., lost jobs or income, are required to work from home or have students engaged in distance learning); and (2) meet the income criteria (i.e., can demonstrate that they are enrolled in other federal, state, or local assistance programs for low-income individuals).
- b. Partner with community-based organizations or other entities that can provide assistance and resources to the community. Match individuals and households with low income services and provider assistance programs.
- c. Consult with individuals and households to establish what assistance is needed. Technical assistance could include, but is not limited to the following: Establishing and subsidizing new Internet Service Provider(ISP) services, subsidizing existing ISP service, expanding phone services for hot-spot access, obtaining computer equipment, training, technical support, etc.
- d. Assist individuals and households in navigating service providers, training, curriculum, and/or tech support services.

- e. Administrative coordination and documentation of needs and evaluation.
- f. Identify measurable goals.

#### Access to Internet Services

- a. Provide up to 10,000 qualifying Sacramento City households internet connectivity through December 30, 2020.

#### Free or Low-Cost Computer Equipment

- a. Provide up to 1,000 individuals and families with computers or hot spots at no cost to the individual or family.

#### Training

- a. Provide digital literacy training and outreach for seniors, individuals with limited English skills, and children in eligible households.

#### Outreach and Marketing

- a. Provide outreach to and assist eligible individuals and households impacted by COVID-19, including those linguistically and culturally diverse.
- b. Implement collaborations, partnership or coordinated services with Community Based Organizations, businesses, non-profits, school districts, and private service providers that can magnify the delivery of services.

#### Other Administrative Requirements

- a. All applicants must be able to report and track that the digital access assistance that is linked to impacts the individuals and households have experienced due to the COVID-19 public health crisis. The collection of data from the households and individuals is essential for demonstrating compliance with federal requirements. Monthly reports will be required showing number served, number of and type of services administered, geographic and demographic information for those served.
- b. In addition, a final report will be required containing a summary of the process, findings, outcomes, lessons learned and best practices, how the assistance provided aided the individuals and households in addressing COVID-19 impacts and recommendations for future assistance efforts.
- c. Since the range of needs is broad, one or more grants may be awarded under this NOFA. Work under these grant agreements must be completed by December 30, 2020 to comply with federal CARES Act funding requirements.

#### Grant Amount

A total of \$750,000 of the CRF funding has been allocated by Sacramento City Council for extending and enhancing internet access, equipment, and digital skills to underserved community members and households affected by the COVID-19 pandemic. The amount of any grant award(s) will be based on a number of factors, including but not limited to: the total number of applicants; completeness of applications; expense eligibility under federal regulations; and an organization's total

operating budget. No cash match is required.

## **PROPOSED TIMELINE**

Release of NOFA: July 29, 2020

Applications due by: August 10, 2020 at 9:00 AM

Application Review: August 11, 2020

Anticipated Execution of Grant Agreements: August 18, 2020

Grant Ends: No later than December 30, 2020

Close-out Report Due: Within 30 days of final grant payment

Grant applications shall be provided electronically in PDF format. Submittals must be submitted at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300> to the attention of Maria MacGunigal.

The City reserves the right to modify the dates listed above at its discretion. Schedule changes will be issued via addendum through the City's online bid portal.

## **PART II: APPLICATION PROCESS**

### **ELIGIBLE APPLICANTS**

Applicants must meet the minimum requirements outlined below:

- 1) Eligible applicants must be an individual or organization that will provide services to extend and enhance internet access, equipment, and digital skills to underserved community members and households affected by the COVID-19 pandemic.
- 2) If an applicant is a non-profit corporation, the organization must provide evidence of tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code.
- 3) If an applicant is an organization, the organization must have been in existence for at least one full year prior to March 1, 2020 and be able to provide budget and program information beginning March 1, 2019, if requested.
- 4) Applicants cannot discriminate in violation of any state or federal law, including laws that prohibit discrimination based on race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation, or gender identity.

- 5) Applicants must meet the City's requirements for general liability insurance (\$1 million per occurrence). Proof of insurance must be provided prior to executing a grant agreement.
- 6) Applicants must be registered as a supplier with the City of Sacramento (please register as a supplier at: <https://www.cityofsacramento.org/Finance/Procurement>
- 7) If applicable, an applicant must have a Business Occupancy Tax Certificate (available at <https://www.cityofsacramento.org/Finance/Revenue/Business-Operation-Tax/Apply-for-a-Business-Operation-Tax-Account>).
- 8) Applicants must disclose other Coronavirus Relief Funds received from the City (e.g., a loan through the City's Small Business Loan Program), or other funds received from other government agencies (e.g., PPP or EIDL).
- 9) Other eligibility requirements.

Grant recipients are required to work with the City staff throughout the grant process, and all grants funds must be expended by December 30, 2020.

### **APPLICATION INSTRUCTIONS**

Completed grant applications must be submitted no later than **August 10, 2020** at **9:00 AM (PST)**.

Grant applications shall be provided via electronically in PDF format. Submittals must be submitted at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300> to the attention of Maria MacGunigal.

The following information and materials must be submitted:

- 1) Complete grant application form(s). The grant application form is attached hereto as Attachment 3.
- 2) Cover letter that includes:
  - ✓ Summarizes the applicant's understanding of the City's goals and objectives and how the applicant's proposal would achieve those objectives. This summary should reflect the responder's project understanding and summarize critical issues, challenges, milestone tasks, and appropriate resourcing.
  - ✓ A description of the applicant's experience working with the City's

disadvantaged and low-income communities to provide the services identified in the Scope of Work above. If the applicant is an organization, not an individual, the applicant shall also identify the year the organization was established, the total number of employees, and the total number of employees that will be working on the proposed program. The applicant must provide a financial reference or annual report, and a gross/net revenue report for the last two fiscal years.

- ✓ An explanation of the applicant's capacity to expend any grant award by December 30, 2020. Describe how any ongoing projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline, or effect your ability to dedicate resources to this program.
  - ✓ Legal address for applicant, including City district in which located (you can find your district at: <http://www.cityofsacramento.org/Mayor-Council/Find-Your-District>).
  - ✓ Tax Identification Number and DUNS Number (if available).
- 3) Detailed budget narrative and itemized funding request, as described in Attachment 2.
  - 4) A minimum of three references from entities for which the applicant completed a project of a similar size and complexity. At least one reference from a local government entity is preferred. The applicant must provide the following information for each reference: entity name; primary contact's address, phone number, and email address; reference's size and industry; description of the services provided, dates of service, contract term, and total dollar value of the contract or grant.
  - 5) If applicant is a non-profit corporation, evidence of tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code.
  - 6) If applicant is a business or non-profit entity, a copy of current Business Occupancy Tax Certificate (BOTC) or copy of submitted request for BOTC.
  - 7) Statement disclosing any amount of other Coronavirus Relief Funds received from the City (e.g., a loan through the City's Small Business Loan Program), or funds received from other government agencies in response to COVID-19 (e.g., PPP or EIDL).
  - 8) Completed Conflict of Interest Form (Attachment 1).

## **GRANTS REVIEW PROCESS**

The City will review all grant applications for completeness and eligibility.

It is the City's intent to avoid having otherwise worthy proposals disqualified due to minor and easily correctable errors or omissions. Therefore, the City will conduct an initial review to determine whether a proposal is in compliance with all technical requirements. Should the City identify deficiencies, applicants will have a limited opportunity to correct mistakes by making non-substantive changes that bring the proposal into technical compliance.

Complete and eligible applications will be reviewed by a review panel. The panel will meet to discuss and score the applications.

Based on the panel scores, staff will recommend grant award amounts. ***Due to the limited funding available, applicants are not guaranteed to receive grant funding.***

The City will notify all applicants of their application status within approximately 2 weeks of completing the panel review process.

All grant recipients must execute a CARES Act grant agreement with the City. The template grant agreement is attached as Attachment 4. The applicant is responsible for reading and understanding the grant agreement's terms and conditions prior to submitting an application. Any exceptions to the grant agreement must be noted in the applicant's cover letter and may be a basis for the non-award.

## **REVIEW CRITERIA**

All applicants must satisfy the minimum requirements set forth above ("Eligible Applicants") and the following funding requirements to be eligible to receive funding:

- ✓ Expenditures are necessary due to the public health emergency caused by COVID-19;
- ✓ Expenditures were not accounted for in the City's budget prior to March 27, 2020;
- ✓ All grant dollars will be expended by December 30, 2020.

After determining that an applicant meets the minimum requirements above, the panel shall score applications and supporting materials using the following criteria:

- ✓ What are the proposed activities and are they in alignment with the requested scope of work?
- ✓ Has the applicant proposed a reasonable amount to administer the grant (not to

exceed 10% of the direct cost)?

- ✓ Does the proposal meet all criteria outlined in the CARES Act Guidance and FAQs available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>?
- ✓ Does the entity have the necessary administrative internal controls to track grant funds?
- ✓ What is the applicant's prior experience and capacity to provide the services?
- ✓ Will the grantee verify that subaward recipients or program participants were impacted by COVID-19?
- ✓ What is the potential direct/indirect public benefit to City residents?
- ✓ What is the potential impact on the population served and geography served?
- ✓ What are the proposed performance targets? Are they measurable and achievable?
- ✓ Is the proposal budget complete and are all proposed expenditures allowable and cost-effective?
- ✓ Does the applicant have the financial ability to carry out and successfully complete the proposed services?
- ✓ Has the applicant leveraged resources available from other community based organizations or companies to maximize the services available? |

## **MISCELLANEOUS**

### **Amendments**

The City reserves the right to revise or amend any part of this NOFA and Request for Applications by issuing an addendum up to the due date/time for submittal. If necessary due to the revisions or amendments, the due date for applications may be postponed.

### **Public Records**

All applications and application materials are public records. All information received from an applicant, whether received in connection with a grant application or in connection with any grant funded activities performed, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act. The City reserves the right to use application materials as demonstration examples in future workshops.

Submission of an application gives the City permission to use it for training purposes with confidential information removed.

### Records Retention

All grant recipients shall maintain records of all matters related to the grant agreement including:

- General ledger and subsidiary ledgers used to account for the receipt of CRF funds and the disbursements from CRF funds to meet eligible expenses related to the public health emergency due to COVID-19;
- Budget records for 2019 and 2020;
- Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- Receipts of purchases made related to addressing the public health emergency due to COVID-19;
- Contracts and subcontracts entered into using CRF funds and all documents related to such contracts;
- Grant subaward agreements entered into using CRF funds and all documents related to such awards;
- All documentation of reports, audits, and other monitoring of contractors, subcontractors, the grantee, and subrecipients;
- All documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement;
- All internal and external email/electronic communications related to use of CRF funds;
- All investigative files and inquiry reports involving CRF payments; and
- All other pertinent records sufficient to reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in performance of the grant agreement, and all other matters covered by the grant agreement.

### Close-out Report

All grant recipients shall provide a final closeout report from the grantee within thirty (30) days of the program completion. The closeout report shall demonstrate quantitative and qualitative evidence of successful efforts benefitting the community, outline all completed grant activities as proposed in the original scope and/or executed modifications, and shall include any materials provided to the public, advertisements, and photographs, where applicable.

The closeout report will also include all the following: (i) an itemized list of all expenditures of CRF funds; (ii) the name of each subrecipient of CRF funds; (iii) the amount of each subaward of CRF funds; (iv) a copy of each grant subaward agreement between the grantee and a subrecipient for a subaward of CRF funds; (v) a statement explaining how the CRF funds were used, including information about programming type distribution, geographical distribution of programming, and the number of people served; and (vi) any other information that the City may request to demonstrate that the CRF funds were used solely for activities in accordance with the CARES Act. Grantee shall include a statement in the closeout report that identifies all items listed that do not apply. If any of the items listed above are inapplicable, the closeout report shall state that they are “not applicable” and

provide a detailed explanation.

With the closeout report, the grantee must also provide a certification that the grantee used the CRF funds solely for activities authorized under the CARES Act.

*Right to Audit*

The City and the United States Department of the Treasury's Office of the Inspector General ("OIG") retain the right to review all records and request an independent audit of the grantee's financial records at all times during and up to five years after the final payment is made and the grant is complete. If an audit is conducted, the grantee must provide access to personnel, personnel documents, facilities, financial documents, and any other pertinent documents as part of the audit process.

If it is determined that a grant recipient expended funds in a manner inconsistent with this policy or the terms of the grant award, the grantee shall return the funds to the City within 60 days of a demand from the City.

*Allowable Costs and Indirect Costs*

All costs of any program must be reasonable. No applicant shall claim any indirect cost recovery in excess of 10% of the direct program costs (unless the grantee has negotiated a higher indirect cost rate with the federal government).

All grantees shall be track grant money as a standalone project, activity code, or assigned project to prevent the commingling of other expenses not related to the grant.

**ATTACHMENT 1 – CONFLICT OF INTEREST FORM**

Conflicts of interest may occur, whether directly or indirectly, when an employee, officer, board member, or volunteer of the Applicant is related to, married to, involved in an intimate relationship with, or are living with an employee or elected official of the City of Sacramento or if any of these individuals have an ownership or financial interest in the organization applying for funding. While a conflict of interest may not disqualify the applicant from receiving funds under the CRF grant program, any potential conflict of interest must be disclosed to the City Manager, or authorized designee, when the application is submitted and before grant funds will be awarded to a qualified Applicant.

Applicant acknowledges the following:

1. A conflict of interest may arise if an employee, officer, board member, or volunteer of the Applicant, is also an elected official or is employed by the City of Sacramento or is the spouse, partner, dependent child, member of the household, or has an intimate relationship, with an elected official or employee of the City of Sacramento.
2. A conflict of interest may arise if an employee, officer, board member, or volunteer of the Applicant has a financial or ownership interest in the Applicant’s organization, and that person is also an elected official or is employed by the City of Sacramento or is the spouse, partner, dependent child, member of the household, or has an intimate relationship, with an elected official or employee of the City of Sacramento.
3. Applicant shall disclose the names of any employees, officers, board members, or volunteers, who may give rise to a conflict of interest, to the City Manager when submitting the application.
4. Failure to disclose a conflict of interest, or potential conflict of interest, will be deemed a material misrepresentation by the Applicant.

AUTHORIZED SIGNATORY NAME		TITLE	
EMAIL		PHONE	
STREET ADDRESS		CITY	STATE      ZIP CODE
SIGNATURE		DATE	

## **ATTACHMENT 2: BUDGET NARRATIVE REQUIREMENTS AND ITEMIZED COST LIST**

### Purpose:

The purpose of the Budget Narrative is to provide support and an explanation for the amounts requested in the Itemized Cost list.

The applicant must provide cost information for each applicable category listed below and explain how the requested funds will allow the applicant 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.

### Cost Categories:

- **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.
- **Indirect Costs:** Itemize indirect costs. Please note that the indirect costs cannot total more than 10% of the direct costs, unless the applicants have an established Negotiated Indirect Cost Rate with a federal agency. If so, the applicant must submit the indirect cost rate agreement as an attachment to justify its indirect costs.
- **Equipment/Fixed Assets:** Itemize any equipment or fixed assets to be purchased with grant funds.
- **Program Evaluation:** Itemize any costs associated with evaluating the applicant's progress toward the grant goals.
- **Other:** Itemize any costs that are not listed in the categories above.

## CARES Act Funding Application

Section 1 – Contact Information	
<b>Name:</b>	<b>Date:</b>
<b>Organization/City Department:</b>	<b>Email:</b>
<b>Title:</b>	<b>Phone:</b>
<b>Program Name:</b>	<b>Funding Request:</b>

Section 2 – Program Eligibility					
<p>The CARES Act and subsequent guidelines issued by the U.S. Department of the Treasury specify the type of expenditures and programs which may be funded using CARES funds. The City's use of CARES funds are limited to expenditures that:</p> <ul style="list-style-type: none"> <li>Are necessary expenditures incurred due to the COVID-19 public health emergency;</li> <li>Were not accounted for in the FY2020 budget;</li> <li>Can be expended and services delivered by December 30, 2020.</li> </ul> <p>The City will use the answers to the questions in the following section to determine if the proposed program or expenditures are eligible for CARES funding. It is the responsibility of the applicant to provide evidence of eligibility. Please review the following documents before responding to questions in this section.</p> <ul style="list-style-type: none"> <li><a href="#">CARES Act Guidelines</a></li> <li><a href="#">CARES Act FAQ</a></li> <li><a href="#">City of Sacramento CARES Program Review Flow Chart</a></li> <li><a href="#">City Attorney and Auditor's Guidance</a></li> </ul>					
<b>Is funding for this project already allocated in the City Operating Budget?</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes:</td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">No:</td> <td style="width: 15%;"></td> </tr> </table>	Yes:		No:	
Yes:		No:			
<b>Can All Program Expenses be Incurred and Services Delivered by 12/30/2020?</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes:</td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">No:</td> <td style="width: 15%;"></td> </tr> </table>	Yes:		No:	
Yes:		No:			

**Program Description [1500 Character Maximum]**

# CARES Act Funding Program Submission Form

**What section of the U.S. Treasury’s Guidance for CARES funding does this program address? (check all that apply)**

- Medical expenses;
- Public health expenses;
- Payroll for public safety/similar employees substantially dedicated to COVID-19 response;
- Compliance with public health orders;
- Support those suffering economic harm;
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria;
- Other (please specify):

**What impact caused by the COVID-19 public health emergency does this program address? You must specifically state the impact(s) caused by the COVID-19 public health emergency that the program addresses.**

*Only programs which address an impact caused specifically by COVID-19 are eligible for CARES funding. Some examples of impacts caused by COVID-19 include: medical expenses incurred as a result of COVID-19 treatment; expenses incurred in order to comply with public health orders (e.g., costs for PPE or equipment necessary to transition existing programs to distance learning platforms; or direct assistance to businesses or individuals suffering economic harm as a direct result of COVID-19). Please note that simply stating a community is “disproportionality impacted” by COVID-19 does not identify the impact the program seeks to address. You must specifically state the impact(s) caused by the COVID-19 public health emergency that the program addresses.*

*Programs which address conditions not directly caused by the COVID-19 public health emergency are ineligible for CARES funding. Only programs or expenditures which would not have been necessary but for the need to address the COVID-19 public health emergency are considered eligible. For example, programs addressing educational, occupational skills, or economic deficiencies which existed prior to the COVID-19 public health emergency are not eligible for CARES funding, even though these deficiencies may be exacerbated by COVID-19.*

[250 character limit]

**Would the problem to be addressed by the program have occurred regardless of COVID-19?**

Yes:

No:

# CARES Act Funding Program Submission Form

How does this program address the impact(s) you have identified that were caused by COVID-19?

[250 character limit]

## Section 3 – Program Information

Describe specifically how the CARES funding will be used *(please attach a budget document if available)*:

[1500 character limit]

Did you provide a copy of the program budget?    Yes:                      No:

What is the earliest date the program can start? [250 character limit]

What is the timeframe for this program? *Keep in mind CARES funds must be expended by December 30, 2020*

[250 character limit]

# CARES Act Funding Program Submission Form

**Lead City Department** *(if unknown, leave blank):*

[250 character limit]

**Specify roles and responsibilities of participating organization(s) and/or City department(s):**

[1500 character limit]

**Describe the capacity of the organization to undertake the project/program:**

[1500 character limit]

# CARES Act Funding Program Submission Form

**Who are the target recipients of this program?** (e.g., businesses, residents, age, , income level, geographic area, etc.). Keep in mind, program recipients must have been directly impacted by the COVID-19 public health emergency.

[1500 character limit]

**Describe the scale of impact the program/project will have:** (for example, the number of people or businesses the program can serve)

[1500 character limit]

# CARES Act Funding Program Submission Form

**Describe anticipated successful program outcomes:**

[1500 character limit]

**Are any City, State, or Federal policy or regulation changes necessary to implement this program? If yes, please describe. [1500 character limit]**

# CARES Act Funding Program Submission Form

**Is this project able to leverage additional funding? If so, please describe the funding amount(s) and source(s).**

[1500 character limit]

**List any additional partners which are needed to successfully execute this program:**

[1500 character limit]

## CARES Act Grant Agreement

This CARES ACT GRANT AGREEMENT, dated \_\_\_\_\_, 2020, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the “City”), and [Name of Grantee], 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.

Since March 12, 2020, Governor Newsom, through state and local public health officials, imposed social distancing measures in order to control the spread of the virus. 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 May 4, 2020, Governor Newsom issued Executive Order N-60-20, which signaled that, although COVID-19 continued to menace the public health, Californians would soon be able to gradually resume various activities while continuing to preserve public health. The State Public Health Officer articulated a four-stage framework which proposes a gradual, phased-in approach to reopening businesses and spaces in the state.

[Explain the COVID-19 impact and how this grant will mitigate the impact]

On March 27, 2020, the United States enacted the Coronavirus Aid, Relief, and Economic Security Act (the “**CARES Act**”). Section 5001 of the CARES Act established the Coronavirus Relief Fund (the “**CRF**”) and appropriated \$150 billion to the CFR by adding section 601 to the Social Security Act. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the CRF is 21.019. The federal government awarded the City \$89,623,427.20 from the CRF. The CARES Act provides that payments from the CFR may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The City is using funds from the CRF to provide a subaward to the Grantee under this agreement. The City has determined that providing a subaward of CRF funds

to the Grantee to mitigate the effects of the COVID-19 public health emergency as provided in this agreement is a necessary expenditure.

***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 March 31, 2021, subject to early termination under section 7.
2. **Disbursement of Funds.** The City shall disburse to the Grantee a sum not to exceed \$[amount] within 21 days after the effective date of this agreement. The funds disbursed by the City under this agreement are referred to as “**CRF funds.**”
3. **Separate Accounts.** The Grantee shall keep the CRF funds separate from all other funds under its control.
4. **Authorized Uses.** The following terms apply to the Grantee’s activities and expenditures related to this agreement:
  - (a) The Grantee may expend CRF funds solely 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 CRF funds only during the period between the effective date of this agreement and December 30, 2020. No later than January 11, 2021, the Grantee shall return all unexpended CRF 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’s use of the CRF funds are subject to the restrictions set forth in the CARES Act and the United States Department of Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, dated June 30, 2020, (the “**Guidance**”), as the Guidance may be amended from time to time. The parties shall rely on the United States Department of the Treasury’s Coronavirus Relief Fund Frequently Asked Questions document in interpreting the requirements of the CARES Act and the Guidance. The Guidance and Frequently Asked Questions document can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>
  - (d) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within sixty days unless the City approves in writing an alternative repayment plan.
  - (e) The Grantee shall not use the CRF 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 CRF funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.

(f) If the Grantee has received other CRF funds from the City or any other entity, or has received other federal funds (e.g., payroll protection act loan, etc.), Grantee shall not use the CRF funds awarded pursuant to this agreement to pay for direct or indirect costs already covered by the other federal fund or CRF fund payments.

**5. Books and Records.** During the term of this agreement and for five years after the City makes the last disbursement of CRF funds to the Grantee, the Grantee shall keep appropriate books, records, and accounts in connection with the CRF 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 CRF funds and the disbursements from CRF funds to meet eligible expenses related to the public health emergency due to COVID-19; (ii) budget records for 2019 and 2020; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19; (iv) receipts of purchases made related to addressing the public health emergency due to COVID-19; (v) contracts and subcontracts entered into using CRF funds and all documents related to such contracts; (vi) grant subaward agreements entered into using CRF 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 CRF funds; and (x) all investigative files and inquiry reports involving CRF payments.

(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, and the United States Department of the Treasury Office of Inspector General ("**OIG**") 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 CRF funds.

(c) Upon demand by the City, given in accordance with section 9, the Grantee shall reimburse the City for all CRF 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 CARES Act and the 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 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 CRF funds solely for Authorized Activities in accordance with the CARES Act and the 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.** The Grantee acknowledges that it is a pass-through entity and subrecipient as defined in title 2 of the Code of Federal Regulations, 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 Guidance that apply to a pass-through entity and subrecipient of a subaward of a CRF payment, including the CARES Act and title 2 of the Code of Federal Regulations, sections 200.303 (regarding internal controls) and 200.331 (pass-through entities);
  - (b) The Grantee shall comply with the audit requirements in title 2 of the Code of Federal Regulations, Part 200, Subpart F;
  - (c) The Grantee shall comply with the provisions of Part 24 of Title 24 of the Code of Federal Regulations, 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;
  - (d) The Grantee shall enter into a written grant subaward agreement for each subaward of CRF funds that the Grantee makes to a subrecipient;
  - (e) The Grantee shall enter into a written contract when it purchases goods or services using CRF funds; and

- (f) The Grantee shall ensure that each written grant subaward agreement for a subaward of CFR funds imposes on the subrecipient all the obligations that this agreement imposes on the Grantee.
- (g) On a monthly basis, the Grantee will 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 Grantees progress toward all goals set forth in the Authorized Activities; (ii) an itemized list of all expenditures of CRF funds to date, including the amount of any subaward and the name of each subaward recipient and the names of any contractors paid with CRF funds and the amount paid; and (iii) any other information the City may request to demonstrate that the CRF funds are being used solely for Authorized Activities.
- (h) No later than March 30, 2021, the Grantee shall provide the City with a closeout report that includes all the following: (i) an itemized list of all expenditures of CRF funds; (ii) the name of each subrecipient of CRF funds; (iii) the name of each contractor who is paid with CFR funds; (iv) the amount of each subaward of CRF funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with CRF funds; (vi) a copy of each grant subaward agreement between the Grantee and a subrecipient for a subaward of CRF funds; (vii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with CRF 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 CRF funds were used solely for Authorized Activities in accordance with the CARES Act and the Guidance. The Grantee shall include with the report a certification that it used the CRF funds solely for Authorized Activities in accordance with the CARES Act and the Guidance.

**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:*

**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 4668 ECM- #35050  
New York, NY 10168-4668  
Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:  
[certificates-sacramento@riskworks.com](mailto: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.
- (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 CRF 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 CRF 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

By: \_\_\_\_\_  
\_\_\_\_\_, Assistant City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

Attest  
Sacramento City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Approved as to Form  
Sacramento City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

## **Attachment 1 Authorized Activities**

The Grantee shall use the CRF funds solely do the following:

[Sample components of a Scope of Work (referred to herein as “Authorized Activities” provided below)]

1. The Grantee shall implement a program to [*insert brief description*] in the City (the “**Program**”), including:
  - (a) Providing oversight, fiscal monitoring, and management of training and technical assistance for the Program;
  - (b) Attempting to achieve the following outcomes:
    - (1) Individual outcomes:
      - A.
    - (2) Community Outcomes:
      - A.
    - (3) Systems Outcomes:
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) Number of Program funded projects, programs, and initiatives that contribute toward the outcomes outlined above;
  - (b) Number of full-time equivalent employees supported with funding under this agreement;
  - (c) Number of partnerships facilitated or established to enhance COVID-19 collaborative efforts;
  - (d) Amount of funding, staffing, and other resources leveraged through partnerships;
  - (e) Number of individuals participating in Program-funded project and programmatic strategies, practices, and interventions; and

- (f) Number of Program-funded strategies, practices, and interventions addressing individual-, community-, and system-level outcomes.

**Attachment 2**  
**Budget**