

**AGREEMENT BETWEEN CITY OF LIVERMORE
AND
CHABOT LAS POSITAS COLLEGE DISTRICT
FOR FISCAL YEAR 2019-2020
SOCIAL OPPORTUNITY ENDOWMENT FUNDING**

THIS AGREEMENT, entered into this ____ day of _____, 2019, between the City of Livermore, a municipal corporation ("City"), and Chabot-Las Positas Community College District ("Subrecipient").

RECITALS

City created the Social Opportunity Endowment Fund for the purpose of providing a long-term, stable, funding source for the delivery of quality human services to low-income City residents.

The primary goal of the Social Opportunity Endowment Fund is to maximize the efficient and cost-effective delivery of human services and to facilitate collaborative efforts and a coordinated approach to improve and expand the delivery of quality human services to low-income residents in the City.

Only public agencies and community-based organizations that have a 501(c)(3) status are eligible to apply for an award from the Social Opportunity Endowment Fund. Only programs, projects, or activities that primarily benefit low-income persons and are consistent with the policies set forth in Chapter 3.45 of the Livermore Municipal Code and the plan for the Social Opportunity Endowment Fund are qualified for an award from the Fund.

Subrecipient has applied to City for funding for a project or program to provide a comprehensive range of no-cost employment and training outreach services for employers and job seekers in Livermore through the Tri-Valley One Stop Career Center ("Project").

City wishes to engage Subrecipient to assist City in utilizing a portion of Social Opportunity Endowment Program Funds to provide services to Livermore residents that meet the requirements described in Section 3.26.070 of the Livermore Municipal Code and Title 2 of the Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("2 C.F.R. Part 200").

On May 13, 2019, the Livermore City Council approved resolution number 2019-063 to award the Subrecipient the amount of \$9,300 ("Funds") from its 2019-2020 Social Opportunity Endowment Program Funds ("Program") for the Project.

City and Subrecipient understand that the Funds awarded from the Program shall be administered consistent with the procedures, standards, regulations and guidelines for Community Development Block Grant ("CDBG") entitlement programs, including the laws and orders applicable to such programs, except that in addition to satisfying the CDBG national objectives, the Subrecipient must also satisfy the Social Opportunity Endowment Program

objectives in the City's ordinances.

AGREEMENT

NOW THEREFORE, in recognition of the mutual consideration provided herein, City and Subrecipient hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Relationship of Parties (Independent Contractors)**. The relationship of the parties shall be that of independent contractors. Subrecipient and its employees are not City officers or employees. Subrecipient is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance of the Activities contemplated by this Agreement.

2. **Policy & Procedures Manual; Incorporation of Standard Contract Terms and Conditions**. The Subrecipient shall comply with the *Housing and Human Services Grant Policy and Procedures Manual* approved by City Council Resolution No. 2010-083, dated May 10, 2010 ("P&PM"). The standard contract terms and conditions contained in Appendix D.1 *All Agreements* to the P&PM are incorporated into this Agreement by this reference as though set forth in full.

3. **Scope of Service**.

A. **Activities**. Subrecipient is responsible for administering a portion of City's FY2019-2020 Social Opportunity Endowment Fund in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the Program and herein.

- i. *Eligible Activities*: The Project will include the following activities eligible under the Program: provision of a comprehensive range of no-cost employment and training outreach services for employers and job seekers in Livermore.
- ii. *Project and Program Delivery*: Subrecipient shall comply with the goals and performance standards as defined below and outlined in City's FY Housing and Human Services Grant Program Scope of Work attached as Exhibit "A".
- iii. *Service Objective*: Provide 353 Livermore clients with employment and training services through the Tri-Valley One Stop Career Center ("Activities").
- iv. *General Administration*: The Funds for the Activities are to be administered under the direction of the Subrecipient's Executive Director and shall comply with the procedures, standards, regulations and guidelines for CDBG entitlement programs, including the laws and orders applicable to such programs.

B. **Budget**. City will grant, and Subrecipient will use, the Funds awarded pursuant to resolution number 2019-63, and under the budget terms set forth in Exhibit "A-1", to perform the Activities consistent with the terms and conditions of this Agreement, the Program, and any conditions imposed upon the Program.

C. **Performance Monitoring.** City will monitor Subrecipient's performance against goals and performance standards as outlined in City's FY 2019-2020 Housing and Human Services Program Scope of Work in Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

4. **Time for Performance.** Subrecipient shall commence the Activities on July 1, 2019, and continue the Activities through June 30, 2020.

5. **Payment.** It is expressly agreed and understood that the total amount available from City to Subrecipient for the Activities under this Agreement shall not exceed the amount approved by resolution no. 2019-63, and under the budget terms set forth in Exhibit "A-1". Even though the Funds are available, Subrecipient shall only be entitled to draw that portion of the Funds commensurate with the Activities provided. City shall only make payments for those Activities that comply with (a) the terms and conditions of this Agreement, (b) 2 C.F.R. Part 200 and (c) 24 C.F.R. Part 570.

Payments of eligible expenses shall be made against the Funds and in accordance with the terms and conditions of this Agreement, the Program, and the applicable statutory regulations, including but not limited to, 2 C.F.R. Part 200 and 24 C.F.R. Part 570. Subject to the terms and conditions of this Agreement, City shall make payments to Subrecipient as provided in Section II.C.3 in Appendix D.1 to the PP&M. City shall not process any request for payment from the Funds until Subrecipient's financial management system is certified in accordance with the standards specified in OMB Circular A-110 and its attachments.

6. **Hold Harmless and Indemnity.** Subrecipient shall defend, indemnify and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to, reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

7. **Insurance.** Subrecipient shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Activities. Upon reasonable written notice, Subrecipient shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

8. **Copyright and Right of Use.** All items created by Subrecipient under this Agreement are works made for hire, and Subrecipient shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Activities. Subrecipient agrees that all aspects of the Activities and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Subrecipient to City and Subrecipient obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty-free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Activities.

9. **Notices.** Any notice required or permitted under the terms of this Agreement shall be

effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Human Services Program Manager
1052 Livermore Avenue
Livermore, California 94550

Subrecipient: Chabot-Las Positas Community College
Attn: Vice Chancellor, *Business Services*
7600 Dublin Blvd., *Third Floor*
Dublin, CA 94568

10. Environmental Conditions.

A. Air and Water. Subrecipient shall comply with the following regulations insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S.C. § 7401 *et seq.*;
- ii. Federal Water Pollution Prevention and Control Act (33 U.S.C. § 1251, *et seq.*, as amended), and specifically 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, as well as other reporting requirements, and all implementing regulations and guidelines;
- iii. Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 50, as amended);
- iv. National Environmental Policy Act of 1969 (55 U.S.C. § 4321, *et seq.*, as amended); and,
- v. HUD Environmental Review Procedures (24 C.F.R. Part 58, as amended).

B. Flood Disaster Protection. Subrecipient shall comply with the requirements of the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973 (P.L. 2234) (42 U.S.C. § 4001- 4129, as amended) in regard to the sale, lease, or other transfer of land acquired, cleared, or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

11. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

12. Waiver. City's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

13. Construction of Language. The terms and conditions in this Agreement have been

arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto or document incorporated by reference, the language in the body of the Agreement controls.

14. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Activities. Any modification to this Agreement must be in writing and signed by both parties. No amendment may invalidate this Agreement, or relieve or release City or Subrecipient from its obligations under this Agreement. City may, in its discretion, amend this Agreement in writing to conform with Federal, State, or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Subrecipient. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City may be used in place of the original for all purposes with the same effect as if it was the original.

Signatures and Attachment List on the Next Page

IN WITNESS THEREOF, the Subrecipient and City have executed this Agreement as of the date first written above.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT **DATED:**

"Subrecipient"

BY: _____
Douglas Roberts
Interim Vice Chancellor, Business Center

Federal I.D. or Social Security No.

94-1670563

Data Universal Numbering System (DUNS) No.

071680961

Central Contractors Registration No.

3RCR6

CITY OF LIVERMORE
a Municipal Corporation
"City"

DATED: _____

BY: _____
Marc Roberts
City Manager

APPROVED AS TO FORM:

ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A FY 2019-2020 Housing and Human Services Program Scope of Work

Exhibit A-1 Budget

Exhibit B Insurance Requirements

Scope of Work

FY2019-20

Agency Name: Chabot Las Positas Community College

Program Name: Tri-Valley Career Center

Amount of Grant: \$9,300 (SOE)

Goal: 353 job seekers will receive comprehensive career services and recruitment services to local employers.

The program will work with partners such as the City, the library, SSA, partner nonprofits and the adult school to create opportunities for job skill trainings and workshops that will help residents transition, stabilize and move forward in their jobs in the Dublin/Pleasanton office and throughout Livermore.

The program will use our current TVCC staff, partners and volunteers to carry out the ideas of Livermore Career & Business Services initiative. Staff and volunteer roles include our Program Manager, Case Managers, Workshop Leaders, Resume Reviewers, Mock Interviewers, and our Job Developer.

The program will provide service to **353 individuals**:

- Assess the client's needs
- Track their participating in workshops and counseling sessions
- Apply new knowledge to the job search
- Evaluating the situation through eventual employment

For the Livermore Career & Business Services initiative, the program will track:

- number of new workshops/trainings developed
- number of Livermore residents attending workshops at the TVCC offices and within the community
- number of services offered to Livermore residents
- number of unduplicated Livermore residents touched
- number of WIOA enrolled Livermore residents who find work
- average hourly wage for Livermore residents who find work

EXHIBIT A-1

Budget

FY2019-20

Agency Name: Chabot Las Positas Community College

Program Name: Tri-Valley Career Center

Amount of Grant: \$9,300 (SOE)

| Funding Uses/Expenses | City Allocation |
|------------------------------------|------------------------|
| Salaries | \$3,512.00 |
| Benefits | \$1,580.00 |
| Printing/Coping | \$194.00 |
| Outside Services/Marketing Dev. | \$1,329.00 |
| Ads Placements | \$2,573.00 |
| Travel | \$112.00 |
| Total | \$9,300.00 |