ALAMEDA COUNTY-OAKLAND COMMUNITY ACTION PARTNERSHIP

<u>Contact Sheet 2020-2021</u>



	Fi	scal Agency:	Chabot Las Posita	s Communit	y College Distric	t
	Le	ad Agency:	Tri-Valley Career	Center		
	Pr	oject Title:	Back to Work Tri-	Valley		
Strate Execu		ning & Employn	g & Employment nent Placement or Hou Ronald Gerhard	t Email: <u>gerhard@clpccd.or</u> g		
This ind	lividual must i	<b>ACT REPRESE</b> be an employee o te contracting doo	f the contracting agency/	r <mark>ah Holtzclaw</mark> fiscal agency ai	nd have the authorit	y to negotiate scopes of work,
Title:	Prograi	m Manager			Phone: <u>925-</u>	560-9439
Email	sholtzcla	aw@clpccd.org			Fax: <u>925-</u>	560-9457
Mailin	g address:	6300	Village Parkway, Du	ıblin Ca		Zip: <u>94568</u>
	#: Code: prporate #:	71680961 3RCR6 N/A				-
	lividual must	RAM CONTAC	<b>T:</b> <u>Sarah Holtzo</u> any program specific que	estions.	Phone:	
Email		aw@clpccd.org			Fax: <u>925-</u>	
<b>ADDI</b> These in	ndividuals also	<b>ONTACTS:</b> (0	Village Parkway, Du PTIONAL) ied regarding updates and	d information.		Zip: <u>94568</u>
Name Email					Title: Phone:	
1	The reimburs . Name:	ese are the ONLY prements, they must be are the ONLY prements of the other second second second second second s	to pick up allegos	<i>up reimbursen</i> or with the nan o reimbursemer	nents. If they are un ne and title of the po its. itle: <u>Admin. Asst</u>	erson that will be coming
	Email	agallegos@c	lpccd.org		Phone:	925-560-9443
2	. Name:	Sarah Holtzc	law	٦٢	itle: <u>Program Ma</u>	nager
	Email:	sholtzclaw@	clpccd.org	F	Phone: <u>925-560</u>	-9439

*If your agency or program undergoes any staff changes, please remember to RESUBMIT the contact sheet and fill in any information that has changed.* 

# SCHEDULE A TO CITY OF OAKLAND- CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT 2020 GRANT AGREEMENT

# Scope of Work A

City of Oakland - Department of Human Services Alameda County-Oakland Community Action Partnership

Contract Term:	May 20, 2020– Decer	nber 31, 2020		
Fiscal Agent:	Chabot-Las Positas Community College District			
Lead Agency:	Tri-Valley Career Cer	nter		
<b>Catalogue of Federal Dome</b>	stic Programs #:	HHS 93.569 Federal CSBG Grant		

Program Budget (See Schedule B)☑ 2020 Alameda Budget:\$25,000□ 2020 Oakland Budget:0Program Name:Back to Work Tri-ValleyStrategic Focus Area:Job Training & Employment PlacementNumber Served:20

# Number Expected to Achieve Employment, Housing or Primary Outcome:

- 16 (80%) of those served will enter employment earning a living wage or higher.
- 4 (20%) will enter employment earning up to a living wage.

# 1. <u>Description of Services</u>:

CLPCCD/Tri-Valley Career Center's (TVCC) Back to Work Tri-Valley program will provide 20 lowincome residents with job search counseling and services, including workshops, 1-on-1 career counseling, stress counseling and supportive services (if applicable). Supportive services are items costing no more than \$500 that are required for an interview or to start new employment. They include, but are not limited to, transportation and day care for the interview and first 2 weeks, interview clothing, uniforms, union dues, and tools or books.

All 20 (100%) will receive individualized job search services to obtain a job in their field, assessing their skills and strengths. Should it be necessary to meet their goals, all 20 will have access to training options to be competitive in the market place. Sixteen (80%) will find work that earns a living wage or higher. The remaining four (20%) will find employment earning up to a living wage. Fifteen (75%) will retain that job or secured other employment at least 90 days after being hired.

Additionally, all 20 (100%) will have access to a local stress counselor in a workshop format as well as 1-on-1 sessions.

A. Describe plans and activities for program delivery

Back to Work Tri-Valley will offer career services and job search assistance to those looking for work in our target population. The services include offering job search guidance in a variety of formats: group workshops, 1-on-1 counseling, online trainings, and individualize assistance in applications, resume writing and interview techniques, among other skills. The program also includes access to stress reduction counseling in a group and individual setting. The program also

will allow TVCC to develop workshops that are specific to this population such as, but not limited to Dressing for Success, Application Completion Tips, and Online Job Search Strategies.

# B. List the population served

TVCC serves job seekers and residents of the Tri-Valley region of Alameda County. This includes the cities of Dublin, Livermore, Pleasanton and Sunol, as well as the surrounding unincorporated areas.

The Back to Work Tri-Valley program will focus on those job seekers who are living at or below the poverty threshold at the time that they come to the Career Center or the Welfare to Work program in Livermore for services. This population typically have additional barriers to employment that may need mitigation prior to employment. TVCC will work with them to insure success in the long-run.

C. Describe client intake process and method for documenting CSBG household eligibility The intake process will include the formal WIOA application on which clients declare their recent income earnings and specific barriers to employment. The application includes declaration of any public assistance received and barriers to employment the client might have. Education, family size, income, and loss of employment are also self-declared. Specific for this program, TVCC will develop an affidavit for clients to sign if they claim household income is at or below the poverty level.

Clients' files in the Back to Work Tri-Valley program will be flagged or color-coded as to distinguish their participation in this program as well.

# D. Describe plans for program staffing

Enrollment, career counseling, job search guidance and placement are staff reliant activities. Career counseling happens primarily in person at the two locations. We will also offer online options in order to bridge a time and transportation deficits that the clients may have. Employer hiring events happen at the TVCC and SSA offices as well as within the Tri-Valley communities.

Staff who will be primarily working on this project are: Program Manager, Enrollment Specialist, Career Counselors and Employment Specialists. In addition, a subcontracted therapist will deliver stress counseling. Their contributions will be as follows:

- Program Manager: overseeing program success, developing, producing & placing outreach strategies
- Enrollment Specialist: enrolling clients in program, collecting eligibility documents, orientation, tracking training progress
- Career Counselors: presenting workshops, assessing skills, working 1-on-1 with clients, maintaining records and files, follow up with clients after placement
- Employment Specialists: working with client on job leads, applications and matching employers for open positions
- Therapist: providing guidance on stress reduction in workshops and 1-on-1

# E. Describe outreach methods and marketing strategies, including timeline

Outreach will begin immediately upon signing of the contracts. TVCC will engage in both paid and unpaid outreach methods.

Unpaid methods will include, but are not limited to:

- Welfare to Work clients at the Livermore SSA offices
- Referrals to and from community partners serving people living in poverty
- Social Media postings
- E-newsletters
- Word of mouth

Paid methods include, but are not limited to:

- Development and distribution of posters and flyers
- Paid media on social media and online opportunities

# Alameda County Service Locations

TVCC Dublin office (through October 2020) 6300 Village Parkway, Dublin CA 94568

TVCC Pleasanton office (after October 2020) 5860 Owens Drive, Pleasanton, CA 94588

Alameda County SSA Office 2481 Constitution Drive, Livermore, CA 94551

\*Partner locations to be determined such as housing developments, libraries, & shelters

# Evaluation:

TVCC tracks individual progress through the state's CalJOBS system, where activities and case management are tracked and monitored. All client activities from attending workshops or hiring events, to counseling sessions are recorded. When the client finds work, the specifics of the new job are also recorded in CalJOBS as well as in an internal data spreadsheet. Qualitative evaluation will be done through surveys of workshop attendees and online, anonymous surveys.

# **<u>Reporting</u>:**

Program progress, activities, and outcomes will be reported by submitting a semi-annual report, annual report, and making an annual presentation to the AC-OCAP Board.

# **Income & Program Eligibility:**

Grantee will provide services to low-income Alameda County (excluding the City of Berkeley) residents according to the following CSBG poverty guidelines. Grantee is required to verify client eligibility based on HHS poverty guidelines.

CSBG 100% Poverty Guidelines (January 1, 2020 to December 31, 2020)							
Size of Family Unit or	Monthly Income	Annual Income					
Number in Household		(100% of poverty)					
1	\$1,063	\$12,760					
2	\$1,437	\$17,240					
3	\$1,810	\$21,720					
4	\$2,183	\$26,200					
5	\$2,557	\$30,680					
6	\$2,930	\$35,160					
7	\$3,303	\$39,640					

CSBG 100% Poverty Guidelines (January 1, 2020 to December 31, 2020)

	8	\$3,677	\$44,120			
For Family units with more than 8 members, add \$4,480/year for each additional member						

Source: 2020 U.S. Dept. of Health & Human Services Poverty Guidelines: https://aspe.hhs.gov/poverty-guidelines

# 2. Program Outcomes:

# Alameda County 2020 Outcomes

20 Unduplicated Alameda County residents will be served (excluding Berkeley and Oakland):

Outcomes to be achieved	Reporting Period (Mid- Year or Annual)	I.) Number of Participants Served In program(s) (#)	II.) Target (#)	III.) Actual Results (#)	IV.) Percentage Achieving Outcome [III/I = IV] (% auto calculated)	V.) Performance Target Accuracy [III/II = V] (% auto calculated)
Example: Unemployed and obtained a job	Mid- Year Jan-June	14	12	8	57%	67%
	<b>Annual</b> Jan-Dec	28	20	21	75%	105%
<b>1. (FNPI 7a)</b> <i>Enrollment:</i> Number of low-income participants	Mid- Year Jan-June	7	5			
enrolled in employment training and programming	<b>Annual</b> Jan-Dec	26	20			
2. (FNPI 1b; SRV 1m) Employment:	Mid- Year Jan-June	6	4	These columns to be completed for Mid-Year (due July 8, 2020) and Annual (due January 8, 2021) Reports		
Number of low-income participants who completed training and secured employment earning a living wage or higher	<b>Annual</b> Jan-Dec	20	16			
<b>3. (FNPI 1e; SRV 1m)</b> <i>Employment:</i> Number of low-income participants who completed training and secured	Mid- Year Jan-June	2	1			
employment earning up to a living wage	<b>Annual</b> Jan-Dec	6	4			

If the percentage achieving outcome in Reporting Period (Column 4 or Column 5) is <u>less than</u> 80% or <u>greater than</u> 100% for any NPI, please provide a written explanation below.

#### Schedule B - Program Budget Instructions 2018 CalEITC Free Tax Preparation Assistance Grant

**Non-allowable costs** - Funds <u>may not be used</u> to pay for volunteers, food purchases, alcoholic beverages, bad debts, charitable contributions or donations, contingency reserves, fines and penalties resulting from violations of federal, state, and/or local laws and regulations, fund-raising, goods and services for personal use of employees, idle facilities unless necessary due to fluctuations in workload, insurance of lives of trustees, officers or employees when grantee is a beneficiary, lobbying costs, food, or entertainment or promotional items, such as "swag" gifts. (Swag gifts include but are not limited to: toys, pens, and clips...).

#### 1. Salaries, Wages & Fringe Benefits

Note: Funds may not be used to pay volunteers or staff whose primary role is tax preparation. Funds may be used to pay for staff who support free tax preparation operations, such as site coordinators and/or quality controllers. If you have questions about whether a staff position may be covered by this grant, please contact AC-OCAP.

• Staff Position(s): Enter each staff position that will work on the funded program.

Base Salary: Enter each staff position total salary.

• Program % Time: Enter the percent of time each staff person will spend working on the funded program.

For example: Site Coordinator has a base salary of \$50,000, and works 50% on the funded program, so \$50,000 x 50% = \$25,000.

• Total Program Budget Column: This column will automatically calculate the Base Salary x Program %.

· Funds Requested Columns: Enter the funds requested for each staff position listed.

• Leveraged Match Column: This information will automatically populate.

• Salary Subtotal: This information will automatically populate.

• Fringe Benefits: Enter the percent and dollar amount under the Total Program Budget. This line item includes all non-Salary personnel costs such as benefits, taxes, and insurance, if applicable.

- Funds Requested Column: Enter the funds requested amount for fringe benefits.
- Leveraged Match Column: This information will automatically populate.
- Salaries, Wages, & Fringe Benefits Subtotal: This information will automatically populate.

2. Travel

• Budget Item: Enter a description for each line item cost.

•Total Program Budget Column: Enter the program total for each line item.

• Funds Requested Column: Enter the funds requested amount for each line item.

· Leveraged Match Column: This information will automatically populate.

• Travel Subtotal: This information will automatically populate.

3. Equipment - up to \$500 per unit; requires AC-OCAP approval

<u>Note</u> - Limited funds may be utilized to purchase equipment to support the filing of taxes for eligible filers. However, every effort should be made to access in-kind equipment from the IRS - Stakeholder Partnerships, Education and Communication manager, or leveraged through other partnerships before using grant funds for this purpose.

•Budget Item: Enter a description for each line item cost.

•Total Program Budget Column: Enter the program total for each line item.

• Funds Requested Column: Enter the funds requested amount for each line item.

· Leveraged Match Column: This information will automatically populate.

• Equipment Subtotal: This information will automatically populate.

4. Supplies

•Budget Item: Enter a description for each line item cost.

•Total Program Budget Column: Enter the program total for each line item.

• Funds Requested Column: Enter the funds requested amount for each line item.

· Leveraged Match Column: This information will automatically populate.

• Supplies Subtotal: This information will automatically populate.

#### 5. Subcontractors

•Budget Item: Enter a description for each line item cost.

•Total Program Budget Column: Enter the program total for each line item.

• Funds Requested Column: Enter the funds requested amount for each line item.

• Leveraged Match Column: This information will automatically populate.

• Subcontractors Subtotal: This information will automatically populate.

(Continued on next page)

#### 6. Other Costs - 10% Administrative Cap

<u>Note</u> - Grantees should make every effort possible to limit overhead/administrative costs. If administrative costs will be allocated, costs must be fully supported and included in each proposed free tax preparation assistance activity category and AC-OCAP will review for approval.

- Budget Item: Enter a description for each Other Cost(s).
- Total Program Budget Column: Enter the program total for each Other Cost(s).
- Funds Requested Column: Enter the funds requested amount for each Other Cost(s).
- Leveraged Match Column: This information will automatically populate.
- Other Costs Subtotal: This information will automatically populate.

#### 7. PROGRAM TOTAL

• This information will automatically populate.

# **Combined Grants Schedules**



Business Name		Phone		Email	
Address	City		State	Zip	Federal ID #
City of Oakland Business License Number	Completed by:			P	hone if different

# <u>Schedule C-1</u> – (Declaration of Compliance with the Americans with Disabilities Act)

□ I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

# **<u>Schedule K</u>** – (Pending Dispute Disclosure)

- 1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please check one)  $\Box$  Yes  $\Box$  No
- 2. If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number:

	Date:	Official(s), Staff person(s) involved:
Administering Department/Division:		Issues:

3. (check) Additional Disputes listed on Attachment

# Schedule N - (Living Wage – Declaration of Compliance) Grants accumulating over \$100K, Grants under \$100K mark N/A

Employment Questionnaire: Please respond to the following questions:	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to item "a" above)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

### Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) Grants accumulating over \$25K, Grants under \$25K mark N/A

#### **Section A. Grantee Information**

- (1) Are you an EBO certified firm (**Please check one**)  $\Box$  **Yes**  $\Box$  **No** (if yes, please attached certificate and skip Schedule N-1)
- (2) Approximate Number of Employees in the U.S.\_\_\_\_\_(3) Are any of your employees covered by a collective bargaining agreement or union

trust fund? (Please check one)  $\Box$  Yes  $\Box$  No (4) Union name(s)

#### Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one)  $\Box$  Yes  $\Box$  No
- (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please check one)  $\Box$  Yes  $\Box$  No

#### Offered to Employees **Benefits** Offered to Offered to Not Offered Documentation Employees only Employees and their and their Domestic at all attached Partners spouses Health Dental Vision $\square$ $\square$ Retirement (Pension, 401K, etc) $\square$ Bereavement $\square$ Family Leave $\square$ Parental Leave $\square$ $\square$ **Employee Assistance Program** $\square$ Relocation & Travel $\square$ Company Discount, Facilities & Events Credit Union $\square$ $\square$ Child Care $\square$ $\square$ Other $\square$

#### Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined a s a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

 $\square$ 

## Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because:

#### **<u>Schedule V</u>** – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:**\_\_\_\_

<u>Oakland's Minimum Wage Law</u> – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial:

<u>Affirmative Action</u> - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:** 

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual:	Title:
Signature: Sarah Holtzclaw	Date:

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <u>https://www.oaklandca.gov/documents/contracting-policies-and-legislation</u> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules



# CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distril	oution to Contractor			
City Representative	Phone		Project Spec No	
Department Con	tract/Proposal Name			
This is an Original Revised form name and any changed data.	n (check one). If Original	, complete all that	applies. If Revised, co	omplete Contractor
Contractor Name			Phone	<del>_</del>
Street Address		City	, State	Zip
Type of Submission(check one) Bid _	Proposal	Qualification	Amendment	
Majority Owner (if any). A majority owner is a	person or entity who own	s more than 50% o	of the contracting firm of	or entity.
Individual or Business Name			Phone	
Street Address		City	, State	Zip
subject to civil and criminal penalties I have read Oakland Municipal Code Campaign Reform Act and certify the specified in the Act.	Chapter 3.12, including			
I understand that the contribution rea Oakland Municipal Code Chapter 3. If there are any changes to the inform amended form with the City of Oakla	12.080. mation on this form during			
Sarah Holtzclaw Signature		/ Date	/	
Print Name of Signer		Position		
To be Completed by City of Oakland after completion of Date Received by City:// Date Entered on Contractor Database:/	Ву			

# Schedule Q

## **INSURANCE REQUIREMENTS**

(Revised 01/13/17)

#### a. <u>General Liability, Automobile, Workers' Compensation and Professional Liability</u>

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. Worker's Compensation insurance as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD,** appropriate to the contractor's profession with limits not less than \$\_\_\_\_\_ each claim and \$\_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
  - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
  - v. Contractor's Pollution Liability Insurance: If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
  - vi. Sexual/Abuse insurance. If Contractor will have contact with persons under the age of 18 years, or Contractor is the provider of services to persons with Alzheimer's or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

# b. <u>Terms Conditions and Endorsements</u>

The aforementioned insurance shall be endorsed and have all the following conditions:

Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions

used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

# c. <u>Replacement of Coverage</u>

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

#### d. <u>Insurance Interpretation</u>

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

#### e. <u>Proof of Insurance</u>

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

## f. <u>Subcontractors</u>

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

# g. <u>Deductibles and Self-Insured Retentions</u>

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

# h. <u>Waiver of Subrogation</u>

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

# i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

# j. <u>Higher Limits of Insurance</u>

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

FILED DEFICE OF THE CIT & CLERK OAXLAND OFFICE OF THE CIT & CLERK

Approved as to Form and Legality

City Attomey's Office

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# OAMMAND CITY COUNCIL

# **RESOLUTION NO.** <u>87964</u> **C.M.S.**

# A RESOLUTION:

- 1. ACCEPTING AND APPROPRIATING:
  - a. A RENEWED ANTI-POVERTY COMMUNITY SERVICES BLOCK GRANT (CSBG) IN THE AMOUNT OF \$1,354,323 FOR 2020 FROM THE CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD);
  - b. ADDITIONAL FUNDS FROM CSD WITHIN THE 2020 TERM, WITHOUT RETURNING TO COUNCIL; AND
- 2. AUTHORIZING A CONTRIBUTION FROM THE CITY'S GENERAL PURPOSE FUND IN AN AMOUNT EQUIVALENT TO THE HUMAN SERVICES DEPARTMENT'S (HSD) CENTRAL SERVICES OVERHEAD CHARGES ESTIMATED AT \$122,877

WHEREAS, the City of Oakland has received Anti-Poverty Community Services Block Grant (CSBG) funding since 1971; and

WHEREAS, the State of California Department of Community Services and Development (CSD) has made available CSBG funds for calendar year 2020; and

**WHEREAS**, the Alameda County-Oakland Community Action Partnership (AC-OCAP) is scheduled to receive \$1,354,323 for the CSBG program from the CSD for 2020 antipoverty programming; and

WHEREAS, the City of Oakland, on behalf of AC-OCAP, wishes to accept the aforementioned grant in the amount of \$1,354,323 for the program year January 1, 2020 through December 31, 2020, under the provisions of the CSBG program; and

WHEREAS, the City's Fiscal Year (FY) 2019-2020 budget appropriates said funds of \$1,335,882 to the Department of Health and Human Services Fund (2128), CSBG - Programs (78362) CAP/CSBG 2020 Program Project (1004443); and

WHEREAS, due to the State-imposed 12% administrative cap, the Human Services Department (HSD) is requesting a contribution from the General Purpose Fund in an amount equivalent to HSD's Central Services Overhead charges, which is currently estimated at \$\$122,877; and WHEREAS, these grant funds will be used to provide program administrative support and direct services to Oakland's and Alameda County's (excluding Berkeley) low-income citizens to help them become self-sufficient as outlined in the State-approved 2020-2021 AC-OCAP Plan; and

WHEREAS, services provided will be in accordance with Federal and State subcontractor provisions, regulations, and guidelines for eligible activities under the CSBG program; now, therefore, be it

**RESOLVED:** That the City hereby accepts and appropriates renewed CSBG funds in the amount of \$1,354,323 from CSD as set forth below; and be it

**FURTHER RESOLVED:** That the FY 2019-2020 adopted appropriation for the 2020 CSBG be amended to \$1,354,323 in the Department of Health and Human Services Fund (2128), CSBG - Programs (78362), CAP/CSBG 2020 Program Project (1004443); and be it

**FURTHER RESOLVED:** That should additional funds be received from the grantor (CSD) within the existing grant term, the City hereby accepts and appropriates the grant funds for the same purpose within the duration of the CSBG term (January 1, 2020-December 31, 2020), without returning to Council; and be it

**FURTHER RESOLVED:** That the City Administrator, or her designee, is hereby authorized to conduct all negotiations, execute and submit all CSD contracts, agreements, memoranda of understanding, amendments, and other documents, including all exhibits and assurances contained therein, and any amendments thereto, and to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to AC-OCAP programs which may be necessary to accept and appropriate the CSBG funds; and be it

**FURTHER RESOLVED:** That all HSD Central Services Overhead charges associated with this grant in an estimated amount of \$122,877 will be offset through a contribution of the General Purpose Fund, as approved in the City's FY 2019-2020 Adopted Policy Budget.

DEC 1 0 2019

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN

NOES – Ø ABSENT – Ø ABSTENTION – Ø

ATTEST

LATONDA SIMMONS City Clerk and Ciefk of the Council of the City of Oakland, California

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Approved as to Form and Legality

City Attomoy's Office 3/5/20

# OAKLAND CITY COUNCIL

RESOLUTION NO. 88089 C.M.S.

#### A RESOLUTION:

- 1. AWARDING GRANTS TO ANTI-POVERTY SERVICE PROVIDERS FOR THE ALAMEDA COUNTY – OAKLAND COMMUNITY ACTION PARTNERSHIP (AC-OCAP) 2020 COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM YEAR;
- 2. WAIVING THE COMPETITIVE REQUEST FOR PROPOSALS/QUALIFICATIONS PROCESS AND AUTHORIZING PROCUREMENT OF ADVERTISING SERVICES FOR THE AC-OCAP ANTI-POVERTY PROGRAM;

3. AUTHORIZING AMENDMENTS TO THE GRANTS AND PROCUREMENT FROM THE SERVICE PROVIDERS:

- A. FOR EXTENSIONS THROUGH THE 2021 AND 2022 CSBG PROGRAM YEARS; AND
- B. TO INCREASE THE AMOUNTS IF ADDITIONAL CSBG FUNDING BECOMES AVAILABLE DURING THE 2020-2022 THREE-YEAR CSBG FUNDING CYCLE

WHEREAS, the federal Community Services Block Grant (CSBG) provides core funding to the Alameda County – Oakland Community Action Partnership (AC-OCAP) to reduce poverty, revitalize low-income communities and empower low-income families to become self-sufficient; and

WHEREAS, the City of Oakland has received Anti-Poverty CSBG funding since 1971; and

WHEREAS, on December 10, 2019, the Oakland City Council approved Resolution Number 87964 C.M.S. accepting and appropriating an anticipated amount of \$1,354,323 in anti-poverty CSBG funds for AC-OCAP's 2020 year (*i.e.*, January 1 through December 31, 2020) programming from the State of California Department of Community Services and Development (CSD); and

WHEREAS, the City's Fiscal Year (FY) 2019-2020 budget appropriates said funds of \$1,354,323 to the Department of Health and Human Services Fund (2128), CSBG – Administration (78361), Programs (78362); CAP/CSBG 2020 Program Project (1004442,1004443); and

WHEREAS, these funds will be used to provide program administrative support and direct services to low-income citizens in Oakland and the surrounding Alameda County (excluding Berkeley), as outlined in the State-approved AC-OCAP Plan; and

WHEREAS, on August 2, 2019, AC-OCAP released its 2020-2022 Request for Partnership (RFP) CSBG funding application and received a total of 27 applications requesting \$1,697,243 in funding; and

WHEREAS, on November 14, 2019, the AC-OCAP Administering Board approved its 2020-2022 CSBG three-year funding cycle recommendations and internal programming; and

WHEREAS, Oakland Municipal Code (OMC) Section 2.04.040.B requires the City Administrator to conduct an informal advertising and bidding process for purchase orders or a Request for Proposals/Qualifications (RFP/Q) process for professional services contracts, and OMC Section 2.04.051.B permits the Council to waiver the RFP/Q process upon a finding that it is in the best interests of the City to do so; and

WHEREAS, each of the vendors (*i.e.*, Clear Channel; CBS Outdoors; BART and AC Transit) identified in the below table are to provide advertising services as there are no other providers of advertising for transit shelters, billboards, BART station ads, and interior bus advertising; and

WHEREAS, staff recommends that it is in the best interests of the City to waive the RFP/Q process for said advertising services because they are critical to the program's outreach to the populations served and this would be in alignment with the City's Administrative Instruction (AI) 1021 (Direct Payments) which identifies advertising as an exception to the City's purchasing system and allows the service to be paid as a direct payment; and

WHEREAS, the City Administrator has determined that these advertising services are of a professional and temporary nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive civil service; and

WHEREAS, all services provided will be in accordance with Federal and State subcontractor provisions, regulations, and guidelines for eligible activities under the CSBG program; and

WHEREAS, the table in this resolution includes a not-to-exceed amount for funding to allow flexibility of reprogramming funds in the event funding for another program is discontinued or additional CSBG funds are received and will not exceed the current available appropriation; now therefore, be it

**RESOLVED:** That pursuant to OMC Section 2.04.051.B and based on the findings set forth above and in the City Administrator's report accompanying this item, the City Council finds and determines that it is in the best interests of the City to waive the competitive RFP/Q process for the procurement of advertising services from Clear Channel; CBS Outdoors; BART and AC Transit; and be it

**FURTHER RESOLVED:** That based on information provided by the City Administrator, the City Council finds that these advertising services are of a professional and temporary nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive civil service; and be it

**FURTHER RESOLVED:** That the City awards the following grants and subsequent amendments, and also authorizes procurements and related amendments for advertising/marketing services, for the term of January 1, 2020 through December 31, 2020 as follows, so long as the cumulative amount of program funding in the table below does not exceed the total CSBG funding accepted and appropriated by the City for the AC-OCAP year in guestion:

2020-2022 Programs and S	ervices (AC = Ala	imeda County, excludi	ng Oakland)
2020-2022 AC-OCAP Service	Program Title	Grant Agreement /	Annual Allocation
Providers (Legal Name)		Procurement	(not to exceed)
	rship/Job Traini	ng & Employment Plac	
New Door Ventures:	New Door Youth	Grant Agreement	\$50,000
Employment services for low-	Employment		
income young adults 16-24.	Program		
Civicorps: Education and	Academic and	Grant Agreement	\$50,000
employment services for low-	Professional		
income young adults 18-24	Pathway		
Oakland Private Industry	RISE -	Grant Agreement	\$50,000
Council, Inc.: Employment	Recognize,		
services for re-entry,	Inspire, Support,		
unemployed and homeless	Engage		
low income adults 18-64			
Renaissance	Creating	Grant Agreement	\$50,000
Entrepreneurship Center:	Economic		
Entrepreneurial training for	Mobility Through		
low-income adults ages 25-64	Entrepreneurship		
LAO Family Community	Pathway to	Grant Agreement	\$50,000
Development, Inc.:	Employment &		
Employment training for low-	Education		
income adults ages 25-54	(P2E2)		
SAVE Center for Community	Community	Grant Agreement	\$50,000
Change and Empowerment:	Ambassador		
Employment opportunities for	Program		
unemployed homeless adults	$(1,1,2,\dots,2^{n-1}) \in \mathbb{R}^{n-1}$		
ages 18-64	10.0		AFD 000
Downtown Streets, Inc.:	AC: Downtown	Grant Agreement.	\$50,000
Employment opportunities for	Streets Team		
unemployed, homeless,			
veterans, and previously			
incarcerated ages 18+ Center for Media Change,	AC: Thriving	Grant Agreement	\$50,000
DBA Hack the Hood:	Youth Careers in	Grant Agreement	400,000
Employment training in	Oakland and	· · ·	
technology for low-income	Alameda		
youth and young adults 14-24	County's Tech		
Joan and Joang autio 17-24	Sector		
Rubicon Programs	AC: Eden Area	Grant Agreement	\$50,000
Incorporated: Employment	American Job		+
opportunities for low-income	Career Center		
adults ages 18-64	(AJCC)		

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Chabot-Las Positas	AC: Back-to-	Grant Agreement	\$50,000
Community College District,	Work Tri-Valley	Grant Agreement	φου,υυυ
DBA Tri-Valley Career	work m-valley		
Center: Employment			
opportunities for unemployed			•
adults ages 18-64 in the Tri-			
Valley area	· · · · · · · · · · · · · · · · · · ·		<u> </u>
		ne Housing	· · · · · · · · · · · · · · · · · · ·
Covenant House California:	Emergency	Grant Agreement	\$50,000
Housing for homeless young	Sheiter &		
adults ages 18-24	Supportive		
	Services for		· · · ·
	Young Adults	•	
	Experiencing		
	Homelessness		
Operation Dignity, Inc.:	Housing for	Grant Agreement	\$50,000
Housing for homeless and/or	Oakland's	Chanty igreement	400,000
disabled veterans ages 25+	Homeless	•	
disabled veteralis ages 20,	Veterans		· · ·
St. Mary's Center: Housing	Senior Homeless	Grant Agreement	\$50,000
for homeless and disabled	Services	Grant Agreement	400,000
	Jervices		
adults/seniors ages 55+	AQ. Frantis	0	<b>AFA 000</b>
Fremont Family Resource	AC: Family	Grant Agreement	\$50,000
Center Corporation: Housing	Support Services		
for unemployed and homeless	for the Homeless		
families and individuals ages	•		
18-54			
Southern Alameda County	AC: FESCO's	Grant Agreement	\$50,000
Comite for Raza Mental	Les Marquis		
Health, DBA La Familia:	Emergency		•
Housing assistance for	Shelter and	•	
homeless, unemployed,	Banyan House		
previously incarcerated, and	Transitional		
disabled families	Housing		
Civic Eng	agement, Advoca	icy, and Capacity Build	ling
Housing & Economic Rights	Bank On	Grant Agreement	\$30,000
Advocates (HERA): Promote	Oakland (BOO)		
financial empowerment for	Financial		
low-income individuals through	Empowerment		·· ·· ··
second chance bank accounts			
Eden I &R, Inc.: Provide	AC-OCAP 2-1-1	Grant Agreement	\$20,000
information and referral	Phone Services		
services to support EITC and	for EITC and		
Bank On Oakland Initiatives	BOO	•	
Alameda County Community	Food Security	Grant Agreement	\$20,000
Food Bank: Increase hunger	Initiative	<b>.</b>	
and increase food security for	· · · ·		
Alameda County's low-income		· ·	•
families			
Clear Channel/CBS	Financial	Procurement	\$25,000 (total is
Outdoors/BART/AC Transit:	Empowerment	Jour on one	inclusive for all
Education and outreach	Marketing		vendors)
advertising campaigns	and forma		venduraj
auverusing campaigns	L	L.,	L <u></u>

# ; and be it

FURTHER RESOLVED: That the City is authorized to amend the abovereferenced grant awards, agreements, and procurements to extend those for the term of January 1, 2021 through December 31, 2021 and from January 1, 2022 through December 31, 2022 in the annual not-to-exceed amounts listed above, contingent upon the availability of CSBG renewal grant funding for the 2021 and 2022 grant terms; and be it

**FURTHER RESOLVED:** That if additional CSBG funds become available during the CSBG funding cycle (*i.e.*, January 1, 2020 through December 31, 2022), the City hereby accepts and appropriates said additional funds, and authorizes the amendment of the above-referenced grant awards, agreements and procurements specified in the foregoing table to increase the amounts during the 2020-2022 CSBG funding cycle, not to exceed the total CSBG funding available; and be it

**FURTHER RESOLVED:** That the Council hereby appoints the City Administrator to conduct all negotiations; to execute, submit and process all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and invoices; and to take all related actions necessary for the aforementioned awards, grants and procurements; and be it

**FURTHER RESOLVED:** That said agreements, contracts, and amendments shall be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, APR 0 7 2020

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN

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NOES - Ø ABSENT - Ø

ABSTENTION -

MMONS AND TTEST

LATONDA SIMMONS City Clerk and Clerk of the Council of the City of Oakland, California