

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF HAYWARD AND  
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT – CHABOT COLLEGE**

THIS AGREEMENT, dated for convenience this January 20, 2021, is by and between Chabot-Las Positas Community College District – Chabot College ("CONTRACTOR"), and the CITY OF HAYWARD, a public body of the State of California ("CITY");

**RECITALS:**

WHEREAS, Chabot-Las Positas Community College District – Chabot College is specially trained, experienced, and competent to perform the special services that will be required by this agreement; and

WHEREAS, the CONTRACTOR is willing to render such social services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, the City Council of the City of Hayward by Resolution No. **20-\_\_\_\_**, dated December 8, 2020, has indicated its intention to allocate a portion of the CITY's Community Development Block Grant COVID-19 emergency response (CDBG-CV) funds to certain agencies in accordance with the Housing and Community Development Act of 1974 (Public Law 93-383);

NOW, THEREFORE, the CONTRACTOR and the CITY agree as follows:

**AGREEMENT:**

Scope of Service. Subject to the terms and conditions set forth in this agreement, the CONTRACTOR shall provide to the CITY the services described in Exhibit A, Scope of Work. The CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A.

The CONTRACTOR shall comply with all Federal Uniform Administrative and Program Management Standards, as required by 24 CFR 503(b)(4) and 24 CFR 570.502 and 24 CFR 570.610 pursuant to Federal OMB Circular 2 CFR 200.

The CONTRACTOR shall carry out eligible activities in compliance with the requirements of 24 CFR 570 Subpart K, except, however, the CONTRACTOR does not assume the CITY's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52. No funds shall be disbursed under this contract unless the relevant environmental review has been completed and approved by the CITY's Environmental Review Certifying Officer.

Compensation. Allowable compensation for costs incurred by the CONTRACTOR to the CITY is set forth in Exhibit B, Program Budget. The CITY shall pay the CONTRACTOR in accordance with regulations and procedures established by HUD for an amount not to exceed \$75,000 for satisfactory performance of this agreement.

Effective Date and Term. The effective date of this agreement is January 20, 2021 and it shall terminate no later than June 30, 2021.

Independent Contractor Status. It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. The CONTRACTOR expressly warrants not to represent, at any time or in any manner, that the CONTRACTOR is an employee of the CITY.

Billings. The CONTRACTOR shall submit quarterly requests for reimbursement and quarterly performance reports and other reports requested by the CITY, describing the nature of services delivered and the number of persons served in accordance with Exhibit A, Work Program.

The CONTRACTOR shall, as soon as source documents are available following the end of each month covered by this agreement, present a claim to the CITY for reimbursement of actual cash expenditures. Such cash expenditures shall be in accordance with Exhibit B, Program Budget. However, in the event that the CONTRACTOR shall enter into an agreement with any other agency to provide similar services, Exhibit B hereto shall be amended by the CITY and the CONTRACTOR to reduce the CITY's share of compensation for personnel services and all attendant costs to that proportion of time actually spent by the CONTRACTOR's employees on services described in Exhibit A to Hayward residents. The claim shall be accompanied by a detailed documentation of expenditures in such form as may be required by the Director of Finance of the CITY, including, but not limited to, submittal of copies of documents such as paid invoices, payroll time sheets, and other supporting source documents. IMPORTANT: The CITY can only reimburse for expenses actually paid by the CONTRACTOR. This means that the CONTRACTOR can only submit documents for which funds have already been released by the CONTRACTOR. Violation of this procedure will cause cancellation of this agreement and result in a loss of funds. The CONTRACTOR will assume all financial and legal liabilities that shall result from the cancellation of this agreement due to a violation of this reimbursement policy and procedure.

The CONTRACTOR shall be reimbursed only for eligible expenses incurred during the period of this agreement which shall begin on December 15, 2020 and end on June 30, 2020, provided that the parties shall have the authority to extend the grant period for no more than 60 days if parties mutually agree in any case where amounts obligated pursuant to this agreement remain unexpended at the end of the agreement period established hereby.

The CONTRACTOR shall submit any outstanding claims for reimbursement under the contract within fifteen (15) days after the ending date of the contract. Any claims submitted after fifteen (15) days following the ending date of this contract will not be eligible for reimbursement by the CITY.

The CONTRACTOR shall maintain on a current basis complete records including books of original entry, source documents supporting accounting transactions, service records, a general ledger, cancelled checks, and related documents and records to assure proper accounting of funds and performance of this agreement. Such records and accounts shall include, but not be limited to, an accounting of all other funds, receipts, and expenditures, of the CONTRACTOR. Such records

shall be kept retained for a minimum of three years after close of this agreement, as required by 2 CFR 200.333-200.337.

Advice and Status Reporting. The CONTRACTOR shall provide the CITY with timely advice of all significant developments arising during performance of its services hereunder orally or in writing.

The CONTRACTOR shall furnish any and all information and reports which may be required by the CITY and the U.S. Department of Housing and Urban Development (HUD). The CONTRACTOR shall permit access to books, records, and accounts by the CITY or its representatives and employees and by HUD, for the purposes of investigation to ascertain compliance with all applicable rules, regulations, and orders, and for the purpose of evaluating and monitoring the CONTRACTOR's performance and compliance with the provisions of this agreement.

The CITY shall have access to the names, addresses, and phone numbers, if any, of all clients of the CONTRACTOR, which may be used exclusively by staff of the CDBG Administration Program for the sole purpose of soliciting client comments relevant to the evaluation and monitoring, provided that the CONTRACTOR shall not be required to reveal to the CITY any information in violation of any applicable law and, provided further, that the CITY shall have the authority to waive this provision in cases where bona fide interests of confidentiality will be served thereby.

Reporting Requirement for Homeless Management Information System: If eligible, the CONTRACTOR shall utilize the County of Alameda Homeless Management Information System (HMIS). The CONTRACTOR shall list the CITY as a partner with authority to review and pull reports.

Compliance Requirement for Coordinated Entry System. If eligible, the CONTRACTOR shall utilize the County of Alameda Coordinated Entry System.

Property Acquisition. All personal property acquired with funds pursuant to this agreement shall be acquired in compliance with 2 CFR 200.420-200.475. The CONTRACTOR shall obtain approval of the CITY for uses of the property in addition to those described in Exhibit A. Use in other projects shall be limited to those projects or programs that have purposes consistent with the Housing and Community Development Act of 1974 (Public Law 93-383), as amended.

The CONTRACTOR shall retain property acquired with funds under this contract as long as there is a need for such property to accomplish the purpose of the program whether or not the program continues to be supported by the CITY. For disposition of property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, the CONTRACTOR shall request approval and disposition instructions from the CITY. Use, management, and disposition of all property acquired must be in accordance with 2 CFR 200.311-200.316.

Audit Requirements. If the CONTRACTOR expends a total of \$750,000 or more in a given fiscal year in Federal awards, from all sources, or if an audit is requested by any city, state or

federal agency, the CONTRACTOR is required to have a single audit conducted for that year in accordance with 2 CFR 200.501. However, if all of the Federal awards expended are from one program, and if that program's laws, regulations, or grant agreements do not require a financial statement audit of the CONTRACTOR, the CONTRACTOR may elect to have a program-specific audit conducted in accordance with 2 CFR 200.501(c). Audits shall be submitted to the CITY no later than December 31 following such fiscal year.

Any contractor that expends less than a total of \$750,000 in a given year in Federal awards, from all sources, is exempt from Federal audit requirements for that year. However, records must be available for review or audit for the CITY, HUD, and the General Accounting Office.

Assignment of Personnel. The CONTRACTOR shall assign only competent personnel to perform services pursuant to this agreement. In the event that the CITY, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, the CONTRACTOR shall, immediately upon receiving notice from the CITY of such desire of the CITY, cause the removal of such person or persons.

Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR. Neither this agreement nor any interest therein may be assigned by the CONTRACTOR without the prior written approval of the CITY's Community Services Manager. The CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the CITY's Community Services Manager.

Insurance. On or before beginning any of the services or work called for by any term of this agreement, the CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY as set forth in Exhibit C. The CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor.

- (a) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by the CONTRACTOR shall be provided with limits not less than one million dollars. In the alternative, the CONTRACTOR may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this agreement.
- (b) Commercial General and Automobile Liability. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an

amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) The CITY, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of the CONTRACTOR, including the insured's general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.
- (iii) The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
- (iv) The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- (v) Any explosion, collapse, and underground property damage exclusion must be deleted.
- (vi) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to

contribute to a loss under the coverage.

- (vii) The policy must contain a cross liability or severability of interests clause.
  - (viii) Any failure of the CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to the CITY and its officers, employees, agents, and volunteers.
  - (ix) Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.
  - (x) Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B:XI.
  - (xi) Notice of cancellation or non-renewal must be received by the CITY at least thirty days prior to such change.
- (c) Professional Liability. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one million dollars covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible shall not exceed \$100,000 per claim.
  - (ii) Notice of cancellation or non-renewal must be received by the CITY at least thirty days prior to such change.
  - (iii) If the professional liability coverages are written on an occurrence form, the policy must contain a cross liability or severability of interest clause.
  - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    1. The retroactive date of the policy must be shown and must be before the date of the agreement.
    2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
    3. If coverage is canceled or not renewed and it is not replaced with other claims made policy form with a retroactive date that precedes the date of this agreement, the CONTRACTOR must provide extended reporting coverage for a minimum of five years after

completion of the agreement or the work.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this agreement.

- (d) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of the CITY's City Attorney, the CONTRACTOR may increase such deductibles or self-insured retentions with respect to the CITY, its officers, employees, agents, and volunteers. The CITY may condition approval of an increase in deductible or self-insured retention levels upon a requirement that the CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner, the CONTRACTOR shall provide written notice to the CITY at the CONTRACTOR's earliest possible opportunity and in no case later than five days after the CONTRACTOR is notified of the change in coverage.
- (f) In addition to any other remedies the CITY may have if the CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
  - (ii) Order the CONTRACTOR to stop work under this agreement or withhold any payment which becomes due to the CONTRACTOR hereunder, or both stop work and withhold any payment, until the CONTRACTOR demonstrates compliance with the requirements hereof;
  - (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the CITY may have and is not the exclusive remedy for the CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Indemnification – Contractor's Responsibility. It is understood and agreed that the CONTRACTOR has the professional skills and experience necessary to perform the work agreed to be performed under this agreement that the CITY relies upon the professional skills of the CONTRACTOR to do and perform the CONTRACTOR's work in a skillful manner, and the CONTRACTOR thus agrees to so perform the work.

Acceptance by the CITY of the work performed under this agreement does not operate as a release of the CONTRACTOR from responsibility for the work performed. It is further understood and agreed that the CONTRACTOR is apprised of the scope of the work to be performed under this agreement and the CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

The CONTRACTOR shall indemnify, defend, and hold the CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of the CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of the CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve the CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of the CONTRACTOR, its employees, agents, or subcontractors by federal or state law, the CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Nondiscrimination in Employment and Service Participation. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the agreement are incorporated by this reference.

The CONTRACTOR shall not, solely on the basis of disability, deny a qualified disabled person the opportunity to participate in or benefit from the aid, benefit, or service provided under this agreement. The aid, benefit, or service must be equivalent to, and as effective as, that provided to others, and may be different or separate from that provided to others, only if such action is necessary to provide equivalent and effective aid, benefit, or service to qualified disabled persons. The CONTRACTOR may not deny a qualified disabled person the opportunity to participate in programs or activities that are not separate or different despite the existence of separate or different programs or activities designed specifically for the disabled. Also the CONTRACTOR shall ensure that communications with their applicants, employees, and beneficiaries are available to persons with impaired vision and hearing and that access to the CONTRACTOR's services is in compliance with the requirements of the Americans with Disabilities Act of 1990.



- (a) If reasonable accommodation of disabled employees or beneficiaries poses an undue hardship on the operation of the CONTRACTOR or the funded program, the CONTRACTOR may apply in writing to the Community Services Division Director for a waiver.
- (b) Nothing in the above paragraph prohibits the CONTRACTOR from applying for and receiving any exception or waiver available by law.
- (c) The CONTRACTOR shall make available to employees, participants, beneficiaries, and other interested persons, such information regarding the CONTRACTOR's nondiscrimination policies, procedures, and responsibilities, as the CONTRACTOR or the CITY finds necessary to apprise such persons of the protections against discrimination assured them under this agreement. The CONTRACTOR shall also notify such persons of their right to seek redress of alleged violations, under this agreement, of 31 C.F.R. 51.55 (d) (2) implementing Section 504 of the Rehabilitation Act of 1973 or violations of 24 C.F.R. Part 41 by filing a written complaint with the Community Services Division Director within 90 days of the date the complainant becomes aware of the alleged discrimination.

The CONTRACTOR agrees that no person shall, on the grounds of race, color, national origin, religion, gender, sexual orientation, age, marital status, familial status, disability, or human immunodeficiency virus (HIV) status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available to the CONTRACTOR pursuant to this agreement. The CONTRACTOR shall not, on the grounds of race, color, national origin, religion, gender, sexual orientation, age, marital status, familial status, disability, human immunodeficiency virus (HIV) status, or any other protected status:

- (a) Deny any service or other benefit provided under the program or activity;
- (b) Provide any service or other benefit which is different, or is provided in a different form, from that provided to others under the program or activity;
- (c) Subject to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
- (d) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
- (e) Treat an individual differently from others in determining whether he/she satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or
- (f) Deny an opportunity to participate in a program or activity as an employee; provided, however, that nothing in this paragraph shall prevent the CONTRACTOR

from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons, where the purpose of such action is to overcome prior discriminatory practice or usage, and provided, further, that nothing in this paragraph shall be construed to prohibit the CONTRACTOR from maintaining or constructing separate living facilities or restroom facilities for the different genders.

Probation or Suspension. The CITY may place the CONTRACTOR on probation or suspend this agreement with 2 CFR 200.338. Should the CITY choose to suspend or terminate this agreement or place the CONTRACTOR on probation, the CITY shall provide the CONTRACTOR with a written description of the ways in which the CONTRACTOR materially failed to comply with the terms of this agreement. In the case of suspension or probation, depending upon the severity of the compliance problem, the CITY shall give the CONTRACTOR, not less than two (2) and not more than ten (10) business days to submit a Corrective Action Plan. Acceptance of the Corrective Action Plan is at the sole discretion of the CITY. Should the CONTRACTOR not implement the Corrective Action Plan according to the CITY-approved schedule that will be grounds for termination.

Termination. In accordance with 2 CFR 200.339-200.345, if, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this agreement, the CITY shall thereupon have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. Without prejudice to the foregoing, the CONTRACTOR agrees that if, prior to the termination or expiration of this agreement upon any final or interim audit by the CITY, or otherwise, it shall be disclosed to, or determined by the CITY, that the CONTRACTOR shall have failed in any way to comply with any requirements of this agreement, the CONTRACTOR shall forthwith bring itself into compliance and shall pay to the CITY forthwith whatever sums are so disclosed to be due to the CITY (or shall, at the CITY's election, permit the CITY to deduct such sums from whatever amounts remain undisbursed by the CITY to the CONTRACTOR pursuant to this agreement); if this agreement shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, then the CONTRACTOR shall pay to the CITY forthwith whatever sums are so disclosed to, or determined by the CITY, to be due to the CITY. Anything in this agreement to the contrary notwithstanding, the CITY shall have the right to terminate this agreement with or without cause at any time upon giving the CONTRACTOR at least 30 days written notice prior to the effective date of such termination.

Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To the CONTRACTOR:      Jonah Nicholas  
   Vice Chancellor, Business Services  
   7600 Dublin Blvd., 3<sup>rd</sup> Floor  
   Dublin, CA 94568

To the CITY:              City Manager

777 B Street, 4th Floor  
Hayward, CA 94541-5007

AND

Community Services Manager  
777 B Street, 4th Floor  
Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by the CONTRACTOR pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.

Amendments. This agreement may be modified or amended only by a written document executed by both the CONTRACTOR and the CITY's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

Abandonment by the Contractor. In the event the CONTRACTOR ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, the CONTRACTOR shall, without delay, deliver to the CITY all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which the CITY incurs as a result of such cessation or abandonment.

Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

No Third-Party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this

agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Compliance with Laws. In the performance of this agreement, the CONTRACTOR shall abide by and conform to any and all applicable laws of the United States, the State of California, and the CITY Charter and Ordinances of the CITY.

The CONTRACTOR warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

Conflict of Interest. The CONTRACTOR warrants and covenants that the provider(s) of services presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. If any provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code ' 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with the CITY's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, provider of services shall promptly notify the CITY of the existence of such conflict of interest so that the CITY may determine whether to terminate this agreement.

The CONTRACTOR agrees to abide by the provisions of 24 CFR 85.36, 24 CFR 84.42, 24 CFR 570.611, and 2 CFR 200.318, which include (but are not limited to the following):

- (a) The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award or administration of the contracts supported by federal funds
- (b) No employee, officer or agent of the CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the CONTRACTOR, or any designated public agency.

Anti-Lobbying Certification. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form -LLL, "Anti-Lobbying Certification", or Exhibit D, in accordance with its instructions.

Faith-based activities. The CONTRACTOR agrees not use CDBG funds for inherently religious activities in accordance with 24 CFR 570.200(j).

The City Nuclear Free Hayward. The CONTRACTOR agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit E and made a part hereof.

Living Wage Ordinance. If the amount set forth in this Agreement is \$25,000 or greater, the CONTRACTOR shall comply with the City of Hayward Living Wage Ordinance, Article 14 of Chapter 2 of the Hayward Municipal Code, a copy of which is attached hereto, and incorporated herein by reference as Exhibit F.

Copyright. Upon the CITY's request, the CONTRACTOR shall execute appropriate documents to assign to the CITY the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to the CONTRACTOR or any other person shall not affect the CITY's rights to the materials and records prepared or obtained in the performance of this agreement. The CITY reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and the CITY shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by the CITY shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

Time is of the Essence. The CONTRACTOR agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

Whole Agreement. This agreement has fourteen pages excluding the attached exhibits. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the CITY's City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, the CONTRACTOR has executed this agreement, and the CITY, by the CITY's City Manager, who is authorized to do so, has executed this agreement.

CONTRACTOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jonah Nicholas, Vice Chancellor

CITY OF HAYWARD

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly McAdoo, City Manager

Attest: \_\_\_\_\_  
Miriam Lens, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael S. Lawson, City Attorney

Attachments:

- Exhibit A Scope of Work, consisting of 4 pages
- Exhibit B Program Budget, consisting of 1 page
- Exhibit C Insurance, consisting of 5 pages
- Exhibit D Anti-Lobbying Certification, consisting of 1 page
- Exhibit E Non-Involvement in the Development of Nuclear Weapons, consisting of 1 page
- Exhibit F Living Wage Ordinance, consisting of 9 pages

SCOPE OF WORK  
Chabot-Las Positas Community College District - Chabot College  
FY 2020-2021 COVID-19 Response

**STATEMENT OF PURPOSE**

Each week, the Hayward No-Contact Drive-Thru Food Distribution serves hundreds of families in the community. Fresh produce and canned and dry goods are distributed to anybody who needs it. Key activities to provide this free, no-contact, once weekly service include:

- Recruiting, screening, training, and coordinating volunteers to staff the food distribution site
- Coordinating with partners, particularly Alameda County Community Food Bank (ACCFB) and other food distributors/agencies for food donations
- Work with the COH Public Information Officer (PIO) on communicating with and marketing to community members on any changes in operations, updates, etc.
- Coordinating with Chabot College Campus Safety to manage traffic on distribution day
- Staffing, coordinating and supervising volunteers, college staff and Student Assistants on distribution day
- Conducting COVID-19 health and safety screenings for volunteers, staff and Student Assistants on distribution day, and providing PPE for the months of February – June
- Coordinating, assisting and providing interpretation services, as needed, to participants to complete the requisite questionnaire ACCFB requires
- Setting-up the distribution venue, preparing food boxes, sorting and boxing food products, distributing food into vehicles, guiding vehicles through distribution lanes, preparing vehicles/drivers for distribution, cleaning-up and moving equipment and supplies on distribution day
- Completing and submitting requisite reports, public service announcements, and managing the budget
- Ensuring timely payroll for paid college Student Assistant staff
- Sharing information about pantry services with the community and addressing questions

In partnership with the **City of Hayward**, the City agrees to continue providing:

- Recycling and waste bins and service from Waste Management
- Use of the City's tables, chairs, cones, traffic barriers, and associated signage
- Marketing and communication services to current Food Distribution clients and city staff

**3 MONTH OPERATION WITH 3 MONTH ADDITIONAL OPTION**

The food distribution will commence the first week of January and run through the last week of March 2021. For the food distribution by Chabot College to occur from April – June 2021, the City of Hayward must issue a notice to proceed no later than March 12, 2021.

**LOCATION AND HOURS OF OPERATION**

The Hayward No-Contact Drive-Thru Food Distribution is held once weekly on Thursdays, 11:00 AM – 1:00 PM (or when supplies run out) at Chabot College, Parking Lot J, 25555 Hesperian Boulevard in Hayward, CA.

## **QUANTITATIVE GOALS**

500 families will be served each week.

Information shared must be verifiable.

## **EXHIBIT A**

### **REPORTING REQUIREMENTS**

On a quarterly basis (for the periods March 30 and June 30), the information outlined below shall be submitted online via City Data Services. Reports shall be due no later than 30 days following the end of the period. The report format will be provided by the City of Hayward and will include a narrative accounting of the progress achieved toward each of the Work Program objectives, and the following client information:

1. Types of services to be rendered
2. Client Characteristics
  - a. Client number (unduplicated)
  - b. Residency
  - c. Racial/Ethnic data per Performance Report format
  - d. Gender
  - e. Age
  - f. Number of Disabled Clients
3. Household Characteristics
  - a. Income:      low (50%-80% of Median Income)  
                  very low (30%-50% of Median Income)  
                  extremely low (less than 30% of Median Income)
  - b. Number of single females with minor children;
  - c. Number of families with children under 18 years.
4. Client Demographic Log

### **MONITORING AND EVALUATION**

The Community Services Division staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide clients' names, addresses, and telephone numbers to designated City liaison(s) in accordance with applicable laws and regulations.



EXHIBIT A

FY 2020-2021 INCOME LIMITS

		Household Size							
FY 2020-2021 Income Limit Area	FY 2021 - 2021 Income Limit Category	1	2	3	4	5	6	7	8
Alameda County	Extremely Low (30% LMI)	\$27,450	\$31,350	\$35,250	\$39,150	\$42,300	\$45,450	\$48,550	\$51,700
	Very Low (50% LMI)	\$45,700	\$52,200	\$58,750	\$65,250	\$70,500	\$75,700	\$80,950	\$86,150
	Low (80%)	\$73,100	\$83,550	\$94,000	\$104,400	\$112,800	\$121,800	\$129,500	\$137,850

CDBG-CV PROGRAM BUDGET  
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT – CHABOT COLLEGE

<b>Hayward Drive-Thru Pantry Budget, January 1, 2021 – June 30, 2021 (6 months)</b>		
<b>Line Item</b>	<b>Description</b>	<b>Cost</b>
<b>Personnel</b>		
Director of Student Equity and Success	10% FTE @ 4 hrs/wk x 6 months – Provides overall program oversight, manages budget, supervises personnel, and serves as the liaison with the City	\$5,351
Professional Expert	(\$30 per hour x .5 FTE/20 hours per week x 24 weeks) Runs the day-to-day operations of the food distribution, ensures volunteer recruitment, training, hiring processes and paperwork is completed, works with the Director to ensure all services are provided, provides health and safety training and oversight, coordinates with college Campus Safety and M&O	\$14,400
Student Assistants	15 Student Assistants (\$14/hour x 6 hours/week x 24 weeks) assist in outreach and communication with volunteers and food distribution clients, provide logistic support, and distribute food.	\$30,240
<b>Fringe and Benefits</b>		
Director	Benefits @ 35%	\$1,873
Professional Expert	Benefits @ 15%	\$2160
Student Assistants	Benefits @ 3%	\$764
<b>Supplies</b>		
	Lunch and beverages for staff and volunteers (\$10/person x 35 volunteers and staff x 24 distributions)	\$8,400
	Program Operating Supplies: Boxes, Rolls of packing tape for food boxes	\$3,500
<b>Other Contractual</b>		
Fingerprinting	50 volunteers x \$30/fingerprinting service = \$1,500	\$1,500
<b>Subtotal Direct Costs</b>		
Subtotal Direct Costs		\$68,188
<b>Indirect</b>		
Indirect Cost	4% of total direct costs: costs of campus safety, M&O and other overhead	\$2,728
<b>Grand Total</b>		<b>\$70,916</b>