

File ID Number	18-0073
Introduction Date	2-28-2018
Enactment Number	18-0297
Enactment Date	2-28-2018 er
By	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

To: Board of Education

From: Kyla Johnson Trammell, Superintendent

Subject: **First Amendment to the Grant Agreement between the City of Oakland and Oakland Unified School District**

ACTION REQUESTED:

Approval and acceptance by the Board of Education of Grant Amendment between the District and the City of Oakland, for fiscal year 2017/18, amending the original Grant Agreement dated July 1, 2016, for High School Academy Internships, as specified in the agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

BACKGROUND:

The Grant Amendment for the District for fiscal year 2017-18 was submitted for funding as indicated in the chart below.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-0073	Yes	Grant Amendment	Oakland Unified School District's High School Linked Learning Office	The grant will support the funding of high school internships	July 1, 2017 through June 30, 2018	City of Oakland's Kids First - Oakland Fund for Children and Youth	\$150,000.00

DISCUSSION

This grant allows the High School Linked Learning Office to offer student stipends to cover cost (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.

FISCAL IMPACT

The total amount of the grant will be provided to the High School Linked Learning Office from the funder.

- Grant valued at: \$150,000.00

RECOMMENDATION

Approval and acceptance by the Board of Education, of Grant Agreement between Oakland Unified School District and the City of Oakland, for fiscal year 2017-18.

ATTACHMENTS:

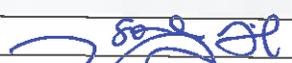
Grant Face Sheet, Grant Agreement and original Grant Agreement.

OUSD Grants Management Face Sheet 2017/18

Title of Grant: City of Oakland	Funding Cycle Dates: July 1, 2017 – June 30, 2018
Grant's Fiscal Agent: City of Oakland	Grant Amount for Full Funding Cycle: \$150,000.00
Funding Agency: City of Oakland	Grant Focus: High School Academy Internships
List all School(s) or Department(s) to be Served: Oakland high schools/High School Linked Learning Office	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant allows the HSLLO to offer student stipends to cover costs (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.
How will this grant be evaluated for impact upon student achievement?	HSLLO staff will provide OFCY with student data re: attendance at internships, grades in summer internship course (ECCO), and industry partner feedback. Additionally, a student demonstration of mastery will be held at the close of the summer internship program to which all partners will be invited.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, we must show an in kind match of funds in support of the program. We easily match with personnel dedicated to the planning and oversight of the summer internship program.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Rebecca Lacocque, Director High School Linked Learning 1000 Broadway, Suite 440 Oakland, CA 94607 510 879-4118 rebecca.lacocque@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Sr. Deputy Chief	Sondra Aguilera		2/15/17
Department Head	Preston Thomas		1/18/18

Grant Office Obtained Approval Signatures:

Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		
Superintendent	Kyla Johnson Trammell		

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: AWB 1.30.18
Amy Brandt, Attorney at Law

**FIRST AMENDMENT TO THE GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT**

This AMENDMENT No. 1 dated July 1, 2017 (the "First Amendment") is made by and between the CITY OF OAKLAND, a municipal corporation ("City"), and Oakland Unified School District, a California public entity ("Grantee"). It amends the original Grant Agreement dated July 1, 2016 with the City.

RECITALS

WHEREAS, the Parties entered into the Original Agreement for the amount of \$150,000.00, for a term of one year ending June 30, 2017 (the "Original Agreement") to fund certain children and youth-related programs as described in the Scope of Work (Attachment A) and Budget (Attachment B) to the Original Agreement, pursuant to City Council Resolution No 86226 C.M.S.; and

WHEREAS, the City Council, pursuant to City of Oakland Resolution No. 86792, has allocated an additional year of funding for the year ending June 30, 2018 to the Grantee to continue its children and youth related programs; and

WHEREAS, the Parties wish to amend the Original Agreement for the term July 1, 2017 through June 30, 2018 as provided herein.

The Parties hereby agree to amend the Original Agreement as follows:

1. Time for Performance

The time for performance of the Original Agreement is extended through June 30, 2018.

2. Scope of Work

Schedule A-1 ("Scope of Work") attached hereto and incorporated herein by reference shall become part of the Original Agreement, and governs the Grantees performance obligations for the term of this First Amendment. All references to "Schedule A" in the Original Agreement, are hereby amended to include "Schedule A-1" for the period of this First Amendment.

3. Compensation

Grantee's funding for performance of the Scope of Work of "Schedule A-1" shall be in an amount based upon actual costs, but that will be "Capped" so as not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) for services provided under this First Amendment (as set forth in Schedule B-1 "Budget"). All references to "Schedule B" in the Original Agreement, are hereby amended to include "Schedule B-1" for the period of this First Amendment. The total grant amount over the entire contract period (including the Original Agreement and this First Amendment combined) shall not to exceed THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00).

Upon execution of this First Amendment, Grantee may be advanced an amount not to exceed THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) (20% of total First

Amendment compensation). The advance will be offset against future invoices of the Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed.

4. Living Wage Adjustments

Effective July 1, 2017, the minimum compensation for Grantee's employees who perform services under or related to the Grant Agreement is the hourly wage rate of \$13.32 per hour if Grantee provides health benefits, or \$15.31 per hour if the Grantee does not provide health benefits to its employees.

5. Dispute Disclosure

Grantee has disclosed to the City any and all pending disputes with the City of Oakland prior to execution of this First Amendment. The City will provide a form for such disclosure upon Grantee's request. Failure to disclose pending disputes prior to execution of this First Amendment shall be a basis for termination of the Agreement.

6. Attachments

Grantee affirms that it has completed and attached all of the following documents, which are incorporated into this First Amendment by this reference, and made a part hereof.

- Exhibit A-1 – Scope of Services and Budget
- Combined Schedule C-1, K, N, N-1, P, V, Minimum Wage, and Affirmative Action.
 - C-1 – Declaration of Compliance with Americans with Disabilities Act
 - K – Pending Dispute Disclosure
 - N - Declaration Of Compliance With Living Wage Ordinance
 - N-1 – Equal Benefits – Declaration of Nondiscrimination
 - P – Nuclear Free Zone
 - V – Affidavit of Non-disciplinary or Investigatory Action
 - Acknowledgment of Oakland's Minimum Wage Law
 - Certification re Oakland's Affirmative Action policy
- Schedule E - Project Consultants Team Form
- Schedule O - Acknowledgment of City of Oakland Campaign Contributions
- Schedule Q (Revised 1/13/17) - Insurance Requirements

All other terms and conditions of the Agreement, except for those modified by this First Amendment, shall remain unchanged and in full force and effect.

City:
CITY OF OAKLAND,
a California municipal corporation
Dennis Bauer 9/2/18
City Administrator's Office (Date)

Aimee Eng 8/30/17
Department Head (Date)

Approved for form and legality:
[Signature] Aug 28, 2017
City Attorney's Office (Date)

Aimee Eng

Aimee Eng, President, Board of Education 3/1/18

[Signature]

Kyla Johnson Trammell, Secretary, Board of Education 3/1/18

Grantee:
OAKLAND UNIFIED SCHOOL
DISTRICT,
a California public entity
[Signature] 8/30/17
Signature (Date)

Preston Thomas
Print Name

E.D. College + Career Readiness
Title

Resolution No. 86792
Account No.: _____
Business License No. : _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: [Signature]
Amy Brandt, Attorney at Law
1-30-18

Oakland Unified School District - Exploring College and Career Options

If your agency or program undergoes any staff changes, please remember to update the cover page.

Strategy Area

Transitions to Adulthood

Strategy

Career Awareness and Academic Support for Older Youth

Applicant/Fiscal Sponsor

Organization/Public Agency Name

Linked Learning Office

Project Title

Exploring College and Career Options

Project Website

N/A

Project Description (600 character max.)

Exploring College and Career Options in Oakland (ECCO) provides a linked college and career curriculum facilitated by a certificated Career Technical Education teacher throughout the 10th and 11th grade in OUSD career academies and pathways. Students apply their learning in a 5 week paid summer internship, hosted by a local industry professionals and supervised by and OUSD credentialed teacher. The internship experience culminates in a mastery of demonstration of skills for success in college and career, guided by a rubric, and graded by industry experts.

Designation

- Small and Emerging Organization (current organizational budget of 350K or less)
- Single Agency Applicant
- Collaborative

Executive Director

The Executive Director must serve as the Signatory that will sign the grant agreement and approve the quarterly progress reports. If there is a fiscal sponsor, the Executive Director of the fiscal sponsor should be listed.

First Name

Preston

Last Name

Thomas

Phone

5105792022

Email

preston.thomas@ousd.org

Contract Representative

This individual must be an employee of the contracting agency/fiscal agency and have the authority to negotiate scopes of work, budgets, and complete contracting documents. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

First Name

Greg

Last Name

Cluster

Title

Coordinator, WBL

Email

gregory.cluster@ousd.org

Phone

5108792247

Address

1000 Broadway, suite 440

City

Oakland

State

CA

Zip

94607

Program Representative

This individual is responsible for program implementation and able to answer any program specific questions. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

First Name Greg **Last Name** Cluster **Title** Coordinator, WBL
Email gregory.cluster@ousd.org **Phone** 5108792247
Address 1000 Broadway, suite 440
City Oakland **State** CA **Zip** 94607
Service Sites

You may list up to five primary service sites and their associated contact information.

Service Site 1

Site Name Oakland Unified School District
Address 1000 Broadway, suite 440
City Oakland **State** CA **Zip** 94607

Is Contact Person the same as Program Representative?
 Yes No

Person Authorization to pick-up Reimbursement Payments

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

First Name Greg **Last Name** Cluster **Title** Coordinator, WBL
Phone 5108792247 **Email** gregory.cluster@ousd.org

Person Authorization to pick-up Reimbursement Payments

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

First Name David **Last Name** Lewis **Title** Financial Services Dept. Associate
Phone 879-8856 **Email** david.lewis@ousd.org

DEMOGRAPHICS

Oakland Unified School District - Exploring College and Career Options

Estimate the total clients your program projects to serve during the period July 1, 2016 through June 30, 2017, if funded by OFCY. For each client to be served in your OFCY-funded program, your program is required to have a signed Release of Information Form stating that the client gives permission for the Grantee to input their information into a database for purposes of evaluating program and fund.

performance. Your program will be required to enter client demographic data including name, date of birth, gender, race/ ethnicity, and zip code for each participant served through OFCY funding.

Total Unduplicated Youth Participants (ages 0-20)		
Youth Participants' Race / Ethnicity	# to be Served	% to be Served
Black or African American	94	37.60%
Hispanic or Latino	80	32.00%
White	16	6.40%
Asian (specific ethnicity unknown). If known, enter below.	48	19.20%
Asian Indian	0	0.00%
Chinese	0	0.00%
Filipino	0	0.00%
Japanese	0	0.00%
Korean	0	0.00%
Vietnamese	0	0.00%
Middle East/North Africa	0	0.00%
American Indian and Alaska Native	0	0.00%
Native Hawaiian and Other Pacific Islander	0	0.00%
Some Other Race	12	4.80%
Two or More Races	0	0.00%
Total	250	
Youth Participants' Ages to be Served	# to be Served	% to be Served
0 - 5 years	0	0.00%
6 - 10 years	0	0.00%
11 - 15 years	0	0.00%
16-20 years	250	100.00%
Total	250	
Youth Participants' Residence	# to be Served	% to be Served
Find District		
District 1	25	10.00%
District 2	32	12.80%
District 3	6	2.40%
District 4	22	8.80%
District 5	71	28.40%
District 6	34	13.60%
District 7	60	24.00%
Total	250	
Youth Participants' Gender	# to be Served	% to be Served
Female	125	50.00%
Male	125	50.00%
Transgender	0	0.00%
Total	250	
Specific Populations	# to be Served	% to be Served
Children with Disabilities	12	4.80%
Foster Youth	5	2.00%
Homeless Youth	3	1.20%
LGBTQ Youth	2	0.80%
Unaccompanied Minors	0	0.00%
Youth Exposed to Violence	21	8.40%

Total

43

BUDGET

Oakland Unified School District - Exploring College and Career Options

PERSONNEL

Lead Agency Positions	First Name	Last Name	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
Coordinator, Work Based Learning	Greg	Cluster	104250	0.40000000 00000000	41,700.00	0.00	41,700.00

Narrative for the row above

The Coordinator for Work Based Learning will coordinate the teacher PD, student internship placement process, and ECCO classroom program, but no OFCY funds are necessary to fund the .4 portion of salary.

	Per Hour Rate	# Hours	Total Vol in-kind	
Volunteer Hours (In-kind)	12.25	122940	1,506,015.00	7,500.00

Please note, only up to 5% of the total OFCY funds requested will be counted toward the projected match for Volunteer Hours.

Narrative for the row above

250 Individual mentors who supervise an ECCO intern donate 150 hours of student mentoring. An additional 120 volunteers provide 5 hours of their time by conducting mock interviews, resume reviews, and financial literacy and dress for success workshops.

FRINGE	Fringe Rate 40.1%		33440.00	0.00	33440.00
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Narrative for the row above

Calculation of benefits for the .4 Manager and .4 Coordinators salaries at 40%

PERSONNEL TOTAL			\$75,140.00	\$75,140.00	\$75,140.00
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OTHER DIRECT COSTS	Total Project Budget	OFCY Funds Requested	Projected Match
Duplicating/Copying	4000.00	0.00	4,000.00
Narrative for the row above			
Student Research and Reflection Logs and workbook for internship. \$21/student for printing, paid by Perkins funds.			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
No additional equipment to be leased to support student internship			
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
No additional equipment required to support student internship			
Facility Rental	15000.00	0.00	15,000.00
Narrative for the row above			
Facility rental expense for student final Demonstration of Mastery paid from Perkins funds			
General Office Supplies/Software	1800.00	0.00	1,800.00
Narrative for the row above			
General office supplies to support ECCO summer workshops (including teacher supplies) are paid for through the OUSD summer Programs Office			

Postage	200.00	0.00	200.00
Narrative for the row above			
Postage is required to mail students, final internship paperwork and site assignments, report cards, final timesheets, and parent notifications, paid from OUSD Summer Programs budget.			
Program Materials and Supplies	14500.00	0.00	14,500.00
Narrative for the row above			
Materials and supplies for ECCO program, is paid for with Perkins funds and Linked Learning Office budget.			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above			
There are no communications expenses			
Travel/Transportation	2500.00	0.00	2,500.00
Narrative for the row above			
Travel reimbursement for 8 supervising teachers and 4 staff to make host site visits, parent orientations, and industry outreach and orientation paid for with Perkins Funds			
Professional Development	63840.00	0.00	63,840.00
Narrative for the row above			
Forty hours of PD for ECCO teachers is provided at a rate of \$28 per hour. There are 19 ECCO teams of three teachers per team who receive annual ECCO PD. This amount also includes payments for substitutes on the days teachers are attending PD. These funds are provided by a combination of Perkins, Linked Learning Office budget, Summer Programs Office budget			
OTHER DIRECT COSTS TOTAL	\$101,840.00	\$0.00	\$101,840.00
YOUTH WAGES, STIPENDS, and INCENTIVES			
YOUTH WAGES			

Youth Wages	# of clients	Hourly Wage	Total Project Budget	OFCY Funds Requested	Projected Match
NA	0	0.00	0.00	0.00	.00
Narrative for the row above					
There is no youth wage required					
Fringe	Rate a/a		0.00	0.00	0
Narrative for the row above					
There is no Youth wage fringe rate					

Youth Stipends	# of clients	Stipend Amount	Total Project Budget	OFCY Funds Requested	Projected Match
Interns	187	800.00	150000.00	150000.00	.00
Narrative for the row above					
OUSD ECCO interns will receive an \$800 stipend for a full time internships of 150 hours					

Youth Incentives	# of clients	Total Project Budget	OFCY Funds Requested	Projected Match
NA		0	0.00	0.00
Narrative for the row above				
NA				

YOUTH WAGES, STIPENDS, and INCENTIVES SUBTOTAL **\$150,000.00** **\$150,000.00** **\$0.00**

	Total Project Budget	OFCY Funds Requested	Projected Match
CONSULTANTS			
NA	0.00	0.00	.00
Narrative for the row above			
NA			
CONSULTANTS TOTAL	\$.00	\$.00	\$.00

SUBTOTAL WITHOUT INDIRECT COSTS (excluding subcontractor indirect costs) **\$326,980.00 \$150,000.00 \$176,980.00**

~~**SUBTOTAL WITHOUT INDIRECT COSTS** **\$326,980.00 \$150,000.00 \$176,980.00**~~

	Total Project Budget	OFCY Funds Requested	Projected Match
Indirect Costs (cannot exceed 11% of total direct costs). Currently: .00%			
Lead Agency Indirect	0.00	0.00	.00
Narrative for the row above			
NA			
TOTAL	\$326,980.00	\$150,000.00	\$176,980.00

Your OFCY Award amount is \$150,000.00

ACTIVITIES SUMMARY

Oakland Unified School District - Exploring College and Career Options

The Scope of Work - Activities Summary is read only summary view of all activities' projections. You cannot make any direct edits to this page even when your Grant Manager has approved your modification request and unblocked it. To make changes, you must edit your projections by going into each specific activity.

Group Activities

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			

Work Experience

Name	Category	Location	Projected # of Participants	Projected # of hours				Total Number of Hours
				Q1	Q2	Q3	Q4	

Alameda County Health Care Service Agency Summer Youth Internship Program [17-18]	Internships and Subsidized Employment	HCSA	0	0.00	0.00	0.00	0.00	0.00
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Service Description

Alameda County Health Care Service Agency Summer Youth Internship Program provided OUSD students with work based learning experiences and an internship over the summer.

Allendale Elementary School [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00
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Service Description

Students interned at Allendale Elementary School

BART - Mainenance Yard 17-18	Internships and Subsidized Employment	BART	0	0.00	0.00	0.00	0.00	0.00
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Service Description

Student Interns are learning to fix BART trains

City of Oakland - Bureau of Administration, Division of Public Services [17-18]	Internships and Subsidized Employment	City of Oakland Fiscal	0	0.00	0.00	0.00	0.00	0.00
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Service Description

Hosted OUSD Students as interns during Summer 2016

City of Oakland - Fiscal Services Division [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00
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Service Description

Hosted OUSD Students as interns during Summer 2016

Coliseum College Prep	Internships and Subsidized	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
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Academy [17-18]	Employment								
Service Description									
Hosted OUSD Students as Interns during Summer 2016									
East Bay Academy for Young Scientists UC Berkeley, Lawrence Hall of Science [17-18]	Internship s and Subsidized Employment	OUSD ECCO Internship	1	150.00	0.00	0.00	0.00	0.00	150.00
Service Description									
Hosted OUSD Students as Interns during Summer 2016									
East Bay Municipal Utility District (EBMUD) [17-18]	Internship s and Subsidized Employment	OUSD ECCO Internship	8	1200.00	0.00	0.00	0.00	0.00	1200.00
Service Description									
Hosted OUSD Students as interns during Summer 2016									
East Bay SPCA [17-18]	Internship s and Subsidized Employment	OUSD ECCO Internship	1	150.00	0.00	0.00	0.00	0.00	150.00
Service Description									
Hosted OUSD Students as interns during Summer 2016									
East Oakland Boxing Association [17-18]	Internship s and Subsidized Employment	OUSD ECCO Internship	2	300.00	0.00	0.00	0.00	0.00	300.00
Service Description									
Hosted OUSD Students as interns during Summer 2016									
Farmers Insurance [17-18]	Internship s and Subsidized Employment	OUSD ECCO Internship	1	150.00	0.00	0.00	0.00	0.00	150.00
Service Description									
Hosted OUSD Students as interns during Summer 2016									
Girls Inc. of Alameda County [17-18]	Internship s and Subsidized Employment	OUSD ECCO Internship	1	150.00	0.00	0.00	0.00	0.00	150.00
Service Description									
Host site									
HEAL Summer Internship Program- Alameda Health System [17-18]	Internship s and Subsidized Employment	OUSD ECCO Internship	25	3750.00	0.00	0.00	0.00	0.00	3750.00
Service Description									
Hosted OUSD Students as interns during Summer 2016									
KTOP [17-18]	Internship s and Subsidized Employment	OUSD ECCO Internship	1	150.00	0.00	0.00	0.00	0.00	150.00
Service Description									
Hosted OUSD Students as Interns during Summer 2016									

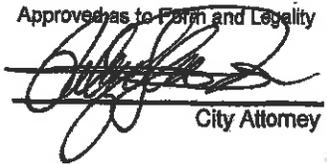
Lawrence Hall of Science - We Share Solar Suitcase [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	3	450.00	0.00	0.00	0.00	450.00
Service Description								
Hosted OUSD Students as Interns during Summer 2016								
Lockwood CDC [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
Service Description								
Hosted OUSD Students as Interns during Summer 2016								
Mohari Wellness [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
Service Description								
Students Interned at the Mohari Wellness Center								
Oakland Public Library (88th Ave - Elmhurst Branch) [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
Service Description								
Office of AIDS Administration [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
Service Description								
Hosted OUSD Students as Interns during Summer 2016								
OUSD - ECCO [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
Service Description								
Hosted OUSD Students as Interns during Summer 2016								
OUSD - Restorative Justice [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
Service Description								
Hosted OUSD Students as Interns during Summer 2016								
OUSD - Smart Center [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	3	900.00	0.00	0.00	0.00	900.00
Service Description								
Hosted OUSD Students as Interns during Summer 2016								
Social Justice Collaborative [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
Service Description								
Students received were trained and interned with the Social Justice Collaborative during the summer.								
Total			61	9150.00	0.00	0.00	0.00	9150.00

Total Program Budget	OFCY Grant Requested	Total Match	
\$326,980.00	\$150,000.00	\$176,980.00	
Total Unduplicated Youth Participants			250
Total Units of Service			9150
OFCY Cost Per Unduplicated Participant	Total Cost Per Unduplicated Participant	Average Hours of Service per Unduplicated Participant	
\$600.00	\$1,307.92		36.60
OFCY Cost Per Unit of Service	Total Cost Per Unit of Service		
\$16.39	\$35.74		

2017 JUN -1 PM 4:22

OAKLAND CITY COUNCIL
RESOLUTION No. 86792 C.M.S.

Approved as to Form and Legality


City Attorney

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO RENEW THE OAKLAND FUND FOR CHILDREN AND YOUTH GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS PUBLIC AND NON-PROFIT AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN FISCAL YEAR 2017-2018 IN AN AMOUNT NOT TO EXCEED \$13,803,200; WHICH INCLUDES THE AWARD OF TWO GRANTS TO EAST BAY ASIAN YOUTH CENTER IN AMOUNTS NOT TO EXCEED \$72,000 AND \$85,000, AND ONE GRANT AWARD TO UJIMAA FOUNDATION IN AN AMOUNT NOT TO EXCEED \$72,000

WHEREAS, Measure K/Kids First! Initiative established the Oakland Fund for Children and Youth ("OFCY") in 1996 to help young people grow to become healthy, productive, and honorable adults; and

WHEREAS, the passage of Measure D in 2009 revised the Kids First! Charter Amendment and established a second 12 year life cycle for the Kids First! Children's Fund administered through OFCY; and

WHEREAS, the Planning and Oversight Committee ("POC") provides oversight and direction for the OFCY planning and funding review process; and

WHEREAS, the City Council approved the OFCY Strategic Investment Plan 2016-2019 on October 20, 2015 (Resolution No. 85844 C.M.S.) as developed by the POC; and

WHEREAS, the City Council adopted the POC's recommendation of 150 grant awards in June 2016, after the release of the Request for Proposals (RFP) for Fiscal Year (FY) 2016-2019 OFCY grant services for children and youth in 2016-2017, renewable for two additional one-year periods with Council approval, by Resolution No. 86226 C.M.S.; and

WHEREAS, revenues for FY 2017-2018 in the amount of \$17,364,281 are to be appropriated to the Kids First! Oakland Children's Fund (1780) and to be approved in the City of Oakland Adopted Budget FY 2017-2019, and no more than 10% is to be available for the administration and evaluation of OFCY and no less than 90% of the appropriation in the amount of \$15,627,853 is to be available for grants, located in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2017-2018 Project (TBD), OFCY FY 2017-2018 Contracts Award (TBD); and

WHEREAS, as specified in the Kids First! Charter Amendment, no less than 90% of Kids First! monies shall be used to pay for eligible services for children and youth and no more than 10% of Kids First! monies shall be used to pay for the administrative costs and any interest earned and amounts unspent or uncommitted by the Fund at the end of any Fiscal Year are to be made available for future grants as specified in the Kids First! Charter Article XIII; and

WHEREAS, the City Council wishes to allocate 90% portion of said funds to selected grant awards resulting from the OFCY 2016-2019 Request for Proposals for direct services for children and youth in FY 2017-2018 and 2018-2019, and 10% to the administration and evaluation of OFCY, in accordance with the terms of Kids First! Charter Article XIII; and

WHEREAS, the POC created by the Measure K – Kids First! Initiative in 1996, provides oversight and direction for the OFCY planning and funding review process; and under Resolution No. 86226 C.M.S., the appropriations for services for children and youth in 2016-2017 may be continued to 2017-2018, and the grants agreements for targeted services are to be renewed as forwarded by the POC subject to performance review; and

WHEREAS, twelve (12) of the grant awards support programs providing services specifically in the summer months through the Summer Youth Development & Empowerment funding strategy were reviewed for summer 2016 performance and renewed for funding in summer 2017 by City Council in April 2017 (Resolution No. 86690 C.M.S.) in an combined amount not to exceed \$1,043,901; and

WHEREAS, through the RFP process in June 2016, the City Council approved an OFCY grant award to the agency San Francisco Bay Area Council Learning for Life (hereinafter "Learning for Life") for school-based after school services (Resolution No. 86226 C.M.S. - Grant ID Nos. 72, 73, 74, and 75); and

WHEREAS, the agency Learning for Life declined the grant award for after-school services at Carl B. Munck Elementary listed on Grant ID No. 72 of Council Resolution No. 86226 C.M.S.; and

WHEREAS, by Resolution No. 86440 C.M.S. dated October 18, 2016, the agency Learning for Life was replaced as a grantee for Grant ID Nos. 73 and 74 of Resolution No. 86226 C.M.S. by the agencies Bay Area Community Resources and Safe Passages respectively; and

WHEREAS, East Bay Asian Youth Center is among those entities which have competed in the 2016-2019 OFCY RFP process and have already been selected as qualified to provide services in the School Based After-School strategy; and

WHEREAS, on April 24, 2017, the POC approved awarding to East Bay Asian Youth Center the grant to manage the program for Manzanita SEED going forward for 2017-2018 (Grant ID No. 50 below), as renewable with City Council approval for FY

2018-2019, and the non-renewal of Learning for Life for said Grant ID No. 75 of Resolution No. 86226; and

WHEREAS, the POC recommends the substitution of East Bay Asian Youth Center to manage the program grant declined by Learning for Life listed in Grant ID line 75 of Council Resolution No. 86226 in the amount specified below for Fiscal Year (FY) 2017-2018; and

WHEREAS, through the RFP process in June 2016, the City Council approved an OFCY grant award to the agency Eagle Village Community Center Youth and Family Services, Inc. (hereinafter "Eagle Village") for school-based after school services at Westlake Middle School (Resolution No. 86226 C.M.S. - Grant ID No. 39); and

WHEREAS, the agency Eagle Village declined the grant award for after-school services at Westlake Middle School listed on Grant ID No. 39 of Council Resolution No. 86226 C.M.S.; and

WHEREAS, on April 24, 2017, the POC approved awarding to East Bay Asian Youth Center the grant to manage the program for Westlake Middle School going forward for 2017-2018 (Grant ID No. 53 below), as renewable with City Council approval for FY 2018-2019, and the non-renewal of Eagle Village for said Grant ID No. 39 of Resolution No. 86226; and

WHEREAS, Ujimaa Foundation is among those entities which have competed in the 2016-2019 OFCY RFP process and have already been selected as qualified to provide services in the School Based After-School strategy; and

WHEREAS, on May 17, 2017, the POC approved awarding to Ujimaa Foundation the grant to manage the program for Carl Munck Elementary going forward for 2017-2018 (Grant ID No. 75 below), as renewable with City Council approval for FY 2018-2019, and the non-renewal of Learning for Life for said Grant ID No. 72 of Resolution No. 86226; and

WHEREAS, the POC recommends the substitution of Ujimaa Foundation to manage the program grant declined by Learning for Life listed in Grant ID line 72 of Council Resolution No. 86226 in the amount specified below for Fiscal Year (FY) 2017-2018; and

WHEREAS, the POC has reviewed the mid-year 2016-2017 performance of the OFCY grantees in FY 2016-2017; and

WHEREAS, the POC recommends the renewal of grant agreements for 133 programs as specified below for FY 2017-2018, the second year of the current three-year funding cycle, and the addition of the East Bay Asian Youth Center's Manzanita SEED program listed in Grant ID No. 50, the addition of the East Bay Asian Youth Center's Westlake Middle School program listed in Grant ID No. 53, and the addition of the Ujimaa

Foundation's Carl Munck Elementary program listed in Grant I.D. No. 75, in the updated Grant ID numbers 1 through 136 specified below with revisions to reflect changes in agency names and placement in the listing of funding strategies:

Item	Agency Name	Program Name	2017-2018 Funding
Early Childhood Mental Health Consultations Strategy			
1	Family Paths, Inc.	Early Childhood Mental Health Collaborative	\$300,000
2	Jewish Family and Community Services East Bay	Integrated Early Childhood Consultation Program	\$300,000
3	Lincoln (formerly Lincoln Child Center, Inc.)	Early Childhood Mental Health Consultation	\$150,000
Subtotal:			\$750,000

Parent Support and Education Strategy			
4	East Bay Agency for Children	Parent Child Education Support Program	\$100,783
5	East Bay Community Recovery Project	Project Pride	\$75,000
6	Family Paths, Inc.	Abriendo Puertas/Opening Doors Parent Education	\$82,048
7	Lincoln (formerly Lincoln Child Center, Inc.)	New Highland-Rise Family Resource Center	\$79,754
8	Lotus Bloom	Multicultural Family Resource Centers	\$298,689
9	Lotus Bloom	School Readiness Playgroups	\$75,000
10	Northern California Society to Prevent Blindness, an Affiliate of the National Society to Prevent Blindness	Vision Awareness & Education for Low-income Oakland Families	\$29,803
11	Oakland Parents Together	Listening to Children Parent Cafes	\$75,000
12	Oakland Parks and Recreation	Sandboxes to Empowerment	\$150,000
13	The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$208,800
14	Oakland Unified School District	Summer Pre-K Program	\$93,770
15	Our Family Coalition	Building Strong Children in LGBTQ Families	\$92,000
16	Prescott-Joseph Center for Community Enhancement, Inc.	Prescott Joseph Center's Pre-preschool Program	\$50,000
17	Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$298,909
18	Tandem, Partners in Early Learning	Community Capacity Building - Training in Early Learning	\$56,434
Subtotal:			\$1,765,991

School Based After-School Strategy

19	Alternatives in Action	Life Academy Middle School	\$85,000
20	Bay Area Community Resources	Alliance Academy	\$105,000
21	Bay Area Community Resources	Bridges Academy	\$72,000
22	Bay Area Community Resources	Elmhurst Community Prep	\$85,000
23	Bay Area Community Resources	Emerson Elementary	\$72,000
24	Bay Area Community Resources	Esperanza Elementary	\$92,000
25	Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$92,000
26	Bay Area Community Resources	Fruitvale Elementary School	\$72,000
27	Bay Area Community Resources	Futures Elementary	\$72,000
28	Bay Area Community Resources	Global Family	\$72,000
29	Bay Area Community Resources	Grass Valley Elementary	\$72,000
30	Bay Area Community Resources	Greenleaf Elementary	\$72,000
31	Bay Area Community Resources	Hoover Elementary	\$72,000
32	Bay Area Community Resources	Howard Elementary	\$92,000
33	Bay Area Community Resources	Lafayette & Martin Luther King, Jr. Elementary Schools	\$135,000
34	Bay Area Community Resources	Madison Park Academy (Middle)	\$85,000
35	Bay Area Community Resources	Markham Elementary	\$92,000
36	Bay Area Community Resources	Preparatory Literary Academy Of Cultural Excellence	\$72,000
37	Bay Area Community Resources	Sankofa Academy	\$72,000
38	Citizen Schools, Inc.	Roots International Academy	\$105,000
39	East Bay Agency for Children	Achieve Academy	\$91,964
40	East Bay Agency for Children	Rise Community	\$72,000
41	East Bay Asian Youth Center	Bella Vista Elementary	\$72,000
42	East Bay Asian Youth Center	Cleveland Elementary	\$72,000
43	East Bay Asian Youth Center	Edna Brewer Middle School	\$85,000
44	East Bay Asian Youth Center	Franklin Elementary	\$72,000
45	East Bay Asian Youth Center	Frick Middle School	\$85,000
46	East Bay Asian Youth Center	Garfield Middle School	\$90,870
47	East Bay Asian Youth Center	La Escuelita Elementary	\$104,786
48	East Bay Asian Youth Center	Lincoln Elementary School	\$72,000
49	East Bay Asian Youth Center	Manzanita Middle School	\$90,870
50	East Bay Asian Youth Center (change of grantee for 2017-2018)	Manzanita SEED	\$72,000
51	East Bay Asian Youth Center	Roosevelt Middle School	\$85,000
52	East Bay Asian Youth Center	Urban Promise Academy Middle School	\$85,000
53	East Bay Asian Youth Center (change of grantee for 2017-2018)	Westlake Middle School	\$85,000
54	Girls Incorporated of Alameda County	Acorn Woodland Elementary School	\$92,000
55	Girls Incorporated of Alameda County	Allendale	\$72,000
56	Girls Incorporated of Alameda County	East Oakland Pride	\$72,000
57	Girls Incorporated of Alameda County	Horace Mann	\$72,000

58	Girls Incorporated of Alameda County	Reach Academy	\$72,000
59	Higher Ground Neighborhood Development Corp	Brookfield Elementary	\$72,000
60	Higher Ground Neighborhood Development Corp	Madison Park Academy - (Elementary)	\$92,000
61	Higher Ground Neighborhood Development Corp	New Highland Elementary School	\$72,000
62	Higher Ground Neighborhood Development Corp	Parker Elementary School	\$85,000
63	Lighthouse Community Charter School	Lighthouse Community Charter School	\$85,000
64	Oakland Leaf Foundation	ASCEND	\$103,914
65	Oakland Leaf Foundation	Bret Harte Middle	\$85,000
66	Oakland Leaf Foundation	EnCompass	\$72,000
67	Oakland Leaf Foundation	International Community School	\$92,000
68	Oakland Leaf Foundation	Learning Without Limits	\$92,000
69	Oakland Leaf Foundation	Think College Now	\$72,000
70	Safe Passages	Coliseum College Prep Academy	\$85,000
71	Safe Passages	Communities United Elementary School (CUES)	\$91,369
72	Safe Passages	Laurel Community Partnership Academy	\$72,000
73	Safe Passages	United For Success Academy	\$85,000
74	Ujimaa Foundation	Burckhalter Elementary	\$72,000
75	Ujimaa Foundation (change of grantee for 2017-2018)	Carl Munck Elementary	\$72,000
76	Young Men's Christian Association of The East Bay	Piedmont Avenue Elementary	\$72,000
77	Young Men's Christian Association of The East Bay	West Oakland Middle School	\$85,000
			Subtotal: \$4,860,773

Student Engagement in Learning Strategy			
78	Alternatives in Action	FOCUS: Fremont - Our Community United for Success	\$100,000
79	Destiny Arts Center	DAC: Havenscourt Artists-at-School Residency	\$100,000
80	East Bay Asian Youth Center	9th Grade Transition	\$75,000
81	Girls Incorporated of Alameda County	Daytime Literacy Intervention and Engagement	\$102,000
82	Lincoln (formerly Lincoln Child Center, Inc.)	West Oakland Initiative	\$100,000
83	Oakland International High School / Oakland Unified School District	OIHS Immigrant & Refugee Wellness Program	\$88,360
84	Oakland Unified School District	OUSD Student Engagement in Restorative Justice	\$100,000

85	Student Program for Academic and Athletic Transitioning	Middle School Student Engagement in Learning	\$30,000
86	Youth Alive	Youth ALIVE! Targeted Engagement for Youth Exposed to Violence	\$65,000
Subtotal:			\$760,360

Year-Round Youth Development and Empowerment Strategy			
87	Alameda Family Services	DreamCatcher Youth Services	\$50,000
88	Alternatives in Action	Life - AIAHS - McClymonds	\$100,000
89	American Indian Child Resource Center	Culture Keepers	\$50,000
90	Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$75,000
91	Attitudinal Healing Connection, Inc.	West Oakland Legacy & Leadership Project	\$100,000
92	The Bay Area Girls' Rock Camp	Girls Rock After School Program (GRASP) and Girls Rock Summer Camp	\$50,000
93	Bay Area Outreach & Recreation Program, Inc.	Sports & Recreation for Youth with Disabilities	\$43,400
94	Boys & Girls Clubs of Oakland	Educational Programs for the Youth of Oakland	\$150,000
95	Brothers on the Rise	Brothers, UNITE!	\$107,443
96	Chapter 510 INK	Dept of Make Believe	\$75,000
97	College Track	College Track Oakland	\$150,000
98	Communities United for Restorative Youth Justice	Homies 4 Justice	\$50,000
99	Community Works West, Inc.	Project WHAT	\$80,000
100	Covenant House California	CHC Transitional Services	\$150,000
101	Dimensions Dance Theater, Incorporated	Rites of Passage	\$75,000
102	East Bay Asian Local Development Corporation	Lion's Pride	\$105,000
103	East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$75,000
104	East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$127,012
105	East Oakland Youth Development Center	After School Leadership Academy	\$150,000
106	First Place for Youth	First Steps Community Resource Center	\$150,000
107	Fresh Lifelines for Youth, Inc.	FLY Leadership Program	\$75,000
108	Health Initiatives for Youth, Inc.	Youth Development and Empowerment	\$95,738
109	La Clinica de La Raza, Inc.	Youth Brigade	\$147,899
110	Music Is Extraordinary, Inc.	Preparatory Studies in Music	\$75,000
111	Native American Health Center, Inc.	Community Wellness Department Youth Services	\$150,000
112	Oakland Kids First	REAL HARD Youth Leadership	\$80,000

113	Oakland Leaf Foundation	Love Cultivating Schoolyards	\$40,000
114	Oakland Parks and Recreation	Oakland Discovery Centers	\$150,000
115	The Oakland Public Education Fund	Media Enterprise Alliance	\$50,000
116	Project Re-Connect	Family Connections/Leaders Connect	\$75,000
117	Refugee Transitions	Newcomer Community Engagement Program	\$171,054
118	Safe Passages	Get Active	\$149,998
119	Teen Success Inc.	Supporting Teen Mothers Program	\$35,000
120	Youth Alive	Teens on Target Youth Leadership	\$108,000
121	Youth Speaks, Inc.	Arts in Education	\$150,000
122	Youth UpRising	Queer & Allies Program	\$75,000
Subtotal:			\$3,540,544

Career Awareness and Academic Support for Older Youth Strategy			
123	Alameda Health System	Oakland Health Careers Collaborative	\$300,000
124	Better Health East Bay Foundation	Youth Bridge Workforce Development Program	\$117,533
125	Beyond Emancipation	GROW Oakland	\$100,000
126	Center for Media Change, Inc.	A-Team Membership Program	\$150,000
127	Center for Media Change, Inc.	Hack the Hood Bootcamp	\$150,000
128	Centro Legal de la Raza	Youth Law Academy	\$150,000
129	Civicorps	Academic and Professional Pathway	\$100,000
130	East Bay College Fund	Oakland Promise College and Career Access and Success Program	\$213,000
131	Juma Ventures	Pathways to Advancement	\$115,000
132	Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$55,000
133	Oakland Unified School District	Exploring College and Career Options	\$150,000
134	Spanish Speaking Unity Council of Alameda County, Inc.	Oakland Youth Engaged (OYE)	\$75,000
135	The Youth Employment Partnership, Inc.	Building Green Futures	\$300,000
136	Youth Radio	Digital Communications Pathways	\$150,000
Subtotal:			\$2,125,533
Total :			\$13,803,200

; and

WHEREAS, funds are included in the Mayor's Proposed FY2017-2019 budget pending City Council adoption and will be appropriated and available in the Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2017-2018 Project (TBD), OFCY FY 2017-2018 Contracts Award (TBD) to be used for these 136 grant agreements; and now, therefore, be it

RESOLVED: that the City Administrator is authorized to execute agreements or contract amendments with the aforementioned service providers in the amounts specified

above for a total amount not to exceed \$13,803,200 for OFCY grants for fiscal year 2017-2018, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to agreements, amendments, modifications, payment requests, and relate actions which may be necessary in accordance with the basic purpose of this Resolution without returning to City Council; and be it

FURTHER RESOLVED: That an amount not to exceed \$13,803,200 available pending City Council adoption of the Mayor's Proposed FY 2017-2019 budget in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2017-2018 Project (TBD), OFCY FY 2017-2018 Contracts Award (TBD) is allocated to fund these grant awards; and be it

FURTHER RESOLVED: That these agreements are not professional services contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to public and nonprofit programs that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

FURTHER RESOLVED: That the City Administrator is authorized to execute agreements with the above service providers in 136 amounts specified above for a total amount not to exceed \$13,803,200 for FY 2017-2018, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

FURTHER RESOLVED: That said agreement(s) 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.

JUN 20 2017

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

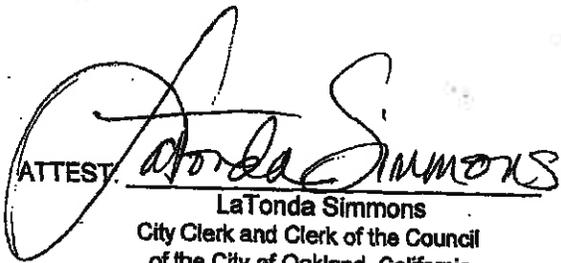
AYES- ~~7~~ CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN, AND PRESIDENT REID -7

NOES- 0

ABSENT- 0

ABSTENTION- 0

Excused - 1 - Brooks

ATTEST: 
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California



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

To be completed by City Representative prior to distribution to Contractor

City Representative Terry Hill Phone X 4280 Project Spec No.

Department DHS Contract/Proposal Name Amendment 1 OFC/17-18 Youth Services

This is an Original Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name DUSD Phone 510-879-8200

Street Address 1000 Broadway City Oakland State CA Zip 94607

Type of Submission (check one) Bid Proposal Qualification Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name n/a Phone

Street Address City State Zip

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

[Signature]
Signature

6, 12, 17
Date

Marion McWilliams
Print Name of Signer

General Counsel
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: / / By

Date Entered on Contractor Database: / / By

7/28/17 TO PEC [Signature]

Combined Grants Schedules



Business Name Oakland Unified School District Phone _____ Email _____
 Address 1000 Broadway City Oakland State CA Zip 94607 Federal ID # _____
 City of Oakland Business License Number N/A Completed by: Mervin Newillians Phone if different 510-877-8787

Schedule C-1 - (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.

Schedule K - (Pending Dispute Disclosure)

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please check one) Yes No
- 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: _____

- (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)	n/a
(2) How many of your permanent employees are paid above the Living Wage rate?	n/a
(3) How many of your permanent employees are paid below the Living Wage rate?	n/a
(4) Number of compensated days off per employee? (Refer to item "a" above)	n/a
(5) Number of trainees in your company?	n/a
(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.	n/a

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) Yes 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) Yes No (4) Union name(s) DEA, SELU, JAOS, AFSCME, OSEA, BCTC

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) Yes No
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please check one) Yes No

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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:

Schedule V - (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: NA

Oakland's Minimum Wage Law - (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: NA

Affirmative Action - 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: NA

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: Marion McWilliams Title: General Counsel

Signature: Marion McWilliams Date: 6/14/17

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <http://www2.oaklandnet.com/Government/cityAdministration/d/CP/s/policies/index.htm> 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 <http://www2.oaklandnet.com/Government/cityAdministration/d/CP/s/FormsSchedules/index.htm>

Schedule Q

INSURANCE REQUIREMENTS

(Revised 01/13/17)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

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. Terms Conditions and Endorsements

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

- i. **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. Replacement of Coverage

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. Insurance Interpretation

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. Proof of Insurance

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. Subcontractors

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. Deductibles and Self-Insured Retentions

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. Waiver of Subrogation

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. Higher Limits of Insurance

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.

? JFCY 8/9/17

Northern California ReLIEF		CERTIFICATE OF COVERAGE			Issue Date 8/4/2017
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607		ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLIEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to the agreement between the City of Oakland and Oakland Unified School District for their Juvenile Justice Center Program through the coverage expiration date.					
CERTIFICATE HOLDER: City of Oakland Human Services Department 150 Frank H Ogawa Plaza, Suite 4340 Oakland CA 94612			CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES. <div style="text-align: right;">  John Stephens AUTHORIZED REPRESENTATIVE </div>		

File ID Number	17-0619
Introduction Date	4/26/17
Enactment Number	17-0503
Enactment Date	4/26/17
By	<i>[Signature]</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

To: Board of Education

From: Devin Dillon, Interim Superintendent

Subject: Grant Agreement– Kids First – Oakland Fund For Children and Youth (OFCY)

ACTION REQUESTED:

Approval and acceptance by the Board of Education of Grant Agreement between the District and The City of Oakland, for fiscal year 2016/17, for High School Academy Internships, as specified in the agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

BACKGROUND:

The Grant Agreement for the District for fiscal year 2016-17 was submitted for funding as indicated in the chart below.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-0619	Yes	Grant Agreement	Oakland Unified School District's High School Linked Learning Office	The grant will support the funding of high school internships	July 1, 2016 through June 30, 2017	City of Oakland's Kids First Oakland Fund for Children and Youth	\$150,000.00

DISCUSSION

This grant allows the High School Linked Learning Office to offer student stipends to cover cost (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.

FISCAL IMPACT

The total amount of the grant will be provided to the High School Linked Learning Office from the funder.

- Grant valued at: \$150,000.00

RECOMMENDATION

Approval and acceptance by the Board of Education, of Grant Agreement between Oakland Unified School District and The City of Oakland, for fiscal year 2016-17.

ATTACHMENTS:

Grant Face Sheet, Grant Agreement.

**GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT**

Whereas, pursuant to City of Oakland Resolution No 86226 C.M.S., the Council has authorized the City Administrator or her designee to enter into this Agreement in accord with the City's ordinances and applicable provisions of the Oakland City Charter for a ***KIDS FIRST! Oakland Fund for Children and Youth*** grant; and

Whereas, Grantee has submitted an application for said funds to the City to obtain funding for Grantee's community-related programs and activities provided in Oakland;

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of July 1, 2016 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OAKLAND UNIFIED SCHOOL DISTRICT, a California public entity ("Grantee").

2. Scope of Work

Grantee agrees to perform the community-related program work, services, or conditions of grant ("Work") set forth in **Schedule A** attached to this Agreement and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment.

3. Grant-Funded Program Documents and Provisions

Grantee, by executing this Agreement, is responsible for fiscal and programmatic compliance with all Agreement terms. The Project Manager for the City shall be Sandra Taylor, Children and Youth Services Manager.

- a. Evaluation. Grantee is required to cooperate and collaborate with Oakland Fund for Children and Youth (OFCY) evaluation consultants; guidelines for participation and requirements will be provided by OFCY.
- b. Technical Assistance. Grantee is required to attend periodic sessions designed for technical assistance purposes.
- c. Grantee will also perform or arrange for the performance of Work under this Agreement in accordance with City of Oakland rules, regulations and policies and applicable federal and state laws.

4. Time of Performance

The grant term shall be for one year beginning July 1, 2016 and shall end on June 30, 2017.

5. Grant Funding, Method of Disbursal, Receipts

Grantee will be paid for performance of the Scope of Work in an amount that will be based on actual costs but that will be "Capped" so as not to exceed the sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) ("Authorized Funds") in fiscal year 2016 - 2017 based on the scope of services and deliverable tasks in **Schedule A** and the budget by billing rates in **Schedule B** (Budget and Budget Narrative). The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if Grantee's actual costs and expenses exceed the Capped amount. Payment due on completion and acceptance of deliverables as specified in the Scope of Services.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of \$30,000.00 (20% of total grant amount for Year Round programs, or 75% for Summer Program.). The advance will be offset against the payments to Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed..

Payments shall be made on a reimbursement basis, payable quarterly upon submission of:

- a. A quarterly invoice, supported by detailed documentation, sufficient to support payment; and
- b. A quarterly progress report confirming compliance with service goals established by this Agreement, specified in **Schedule A**.
- c. 25% Matching Requirement - In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty-five (25) percent of the total annual project amount. Failure to secure at least a twenty-five (25) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty-five (25) percent reduction in the total amount of compensation paid to Grantee.
- d. The documents submitted for all payments shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee's failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Oakland Fund for Children and Youth funding during the following twelve months.
- e. Disbursements - The City shall have the right, but not the obligation, to make disbursements directly to subcontractors, fiscal partners or other third parties performing work under this Agreement when the City deems such direct payments advisable, and Grantee hereby assigns the right to receive grant proceeds to such third parties, said assignment conditioned on the City electing to exercise its third-party payment rights under this provision. However, this provision in no way is intended to waive or release Grantee from its responsibility to make timely payments to subcontractors, fiscal partners or other parties performing work under this Agreement.

All obligations incurred in the performance of this Agreement must be reported to the City within sixty (60) days following the termination of this Agreement. No claims submitted after the sixty-day period will be recognized as binding upon the City for reimbursement.

6. Evaluation and Monitoring

Grantee agrees to comply with data requests from the OFCY outside evaluation provider as well as from the OFCY staff for purposes of evaluating program and fund performance. Grantee is required to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee will be required to sign a Memorandum of Understanding with CitySpan, Inc. to use their database for the purposes described above. Grantee is required to have all clients sign a Release of Information Form stating that the client gives permission for the Grantee to input their information into the database.

Grantee agrees to allow City of Oakland staff complete a site visit at least once (1) annually to visually observe OFCY programs in operation (when appropriate), provide documentation related to the financial health of the overall organization and the appropriation of OFCY program funds, and to review documents related to the program management (such as case files) of the OFCY program and the overall organization. If it is appropriate, City of Oakland staff may make unannounced visits to observe OFCY programs in operation.

Grantee is required to have every enrolled client (and their parent, guardian, or other legally authorized representative if a minor) sign a Release of Information Form giving consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District.

Grantee agrees to participate and assist in all evaluation activities prescribed by OFCY and its' evaluator, including but not limited to site visits, surveys, assessments, interviews, and quarterly evaluation meetings. Grantee agrees to communicate with the OFCY outside evaluator in a timely fashion.

7. Grantee's Rights, Responsibilities, and Qualifications

- a. Independent Contractor - The relationship of the City and Grantee is solely that of a grantor and grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The City does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the Work performed under this Agreement. Except as the City may specify in writing, Grantee has no authority to act as an agent of the City or to bind the City to any obligation. The parties expressly agree that Grantee is neither an employee nor an independent contractor of the City of Oakland. Grantee has and shall retain the right to exercise full control and supervision of the Work, and full control over the employment, direction, compensation and discharge of all persons assisting Grantee in the performance of Work hereunder. Grantee shall be solely responsible for all matters relating to the payment of his/her employees, including

compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Grantee's own acts and those of Grantee's subordinates and employees. Grantee will determine the method, details and means of performing the Work described in **Schedule A**. Grantee is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the grant payments paid by the City to Grantee for Work under this Agreement. On request, Grantee will provide the City with proof of timely payment. Grantee agrees to defend and indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Grantee's failure to comply with this provision.

- b. **Grantee's Qualifications** - Grantee represents that Grantee has the qualifications and skills necessary to perform the Work under this Agreement in a competent and professional manner without the advice or direction of The City. This means Grantee is able to fulfill the requirements of this Grant Agreement. Failure to perform the Work required under this Grant Agreement will constitute a material breach of the Agreement and may be cause for termination of Grant Funding and the Agreement. Grantee has complete and sole discretion for the manner in which the work under this Grant Agreement is performed.
- c. **Fiscal Agency Responsibility** - This Agreement between the City and Grantee assumes inherent responsibility regarding fiscal agency. In case a Grantee has entered into a subcontract or fiscal partnership, the City holds Grantee legally liable for all aspects of the contract including but not limited to project implementation, fiscal management, and communication with the City regarding the subcontract or fiscal partner activities. As a fiscal sponsor or agent, Grantee is expected and authorized to manage the finances of the grant; monitor and deliver program activities of subcontracting or partner agencies; provide fiscal oversight and support to subcontracting or partner agencies; conduct fiscal review, site visits, and deliver necessary support to subcontracting or partner agencies; communicate with the City regarding the subcontract or fiscal partnership; review, approve, and submit reports, invoices, scope of work revision requests, and budget revision requests to the City; pick up warrants; terminate contracts with subcontracting or fiscal partner agencies with the approval of the City, if necessary; and assume full fiscal responsibility of contract, subcontract, and fiscal partnership.
- d. **Publicity** - Any publicity or marketing materials generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, must follow these guidelines:
 - i. **Attribution of Funding** - Any publicity or marketing materials generated by Grantee for the project will make reference to the contribution of the City of Oakland's Oakland Fund for Children and Youth (OFCY) in making the project possible. The words "Oakland Fund for Children and Youth" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles.
 - ii. **Marketing Material** - The OFCY logo must be clearly placed on all pieces of publicity and marketing material, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and

newspaper articles. City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the project funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

8. Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Grantee shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Grantee under this Agreement.

9. Assignment

Grantee shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

10. Conflict of Interest

a. Grantee

The following protections against conflict of interest will be upheld:

- i. Grantee certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Grantee shall immediately notify the City of any real or possible conflict of interest between Work performed for the City and for other clients served by Grantee.
- iv. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.

- v. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
 - vi. Grantee understands that in some cases Grantee or persons associated with Grantee may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Grantee further understands that, as a public officer or official, Grantee or persons associated with Grantee may be disqualified from future City contracts to the extent that Grantee is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
 - vii. Grantee understands that the Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25) prohibits Grantee from hiring a "Public Servant", including certain former City employees, councilmembers, or Planning and Oversight Committee members, in order to prepare or present grant proposals to the POC. Grantee shall direct inquiries to the Oakland Public Ethics Commission.
 - viii. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
- b. No Waiver
Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

11. Non-Discrimination/Equal Employment Practices

Grantee understands that shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1** ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12. Local and Small Local Business Enterprise Program - - For Profit and Not-for-Profit Entities

The City has established requirements for participation by local and small local enterprises, including local nonprofit organizations and small local nonprofit organizations, in publicly-supported projects. Unless otherwise indicated, the City acknowledges that Grantee complies with this requirement.

13. Living Wage Ordinance

If the Funds disbursed under this Agreement is equal to or greater than \$100,000 in a 12-month period (Oakland Municipal Code Chapter 2.28)., then Grantee must comply with the Oakland Living Wage Ordinance The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of City Financial Assistance Recipients ("CFARs") (Ord. 12050 § 1, 1998). When applicable, the Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the Grantee must provide the following to its employees who perform services under or related to this Agreement:

- a. **Minimum compensation** – As of July 1, 2016, said employees shall be paid an initial hourly wage rate of \$12.93 with health benefits or \$14.86 without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. **Health benefits** – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.93 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. **Compensated days off** – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. **Federal Earned Income Credit (EIC)** – Grantee shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. **Reporting** – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

14. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City grantees between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The Ordinance shall only apply to those portions of a Grantee's operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or subgrantees of Grantee.

The Equal Benefits Ordinance requires, among other things, submission of the Equal Benefits Declaration of Nondiscrimination attached hereto as **Schedule N-1** and incorporated herein by reference.

15. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate.

Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

16. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Grantees that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Grantee must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

17. Nuclear Free Zone Disclosure

Grantee represents, pursuant to **Schedule P** ("Nuclear Free Zone Disclosure Form"), that Grantee is in compliance with the City of Oakland's restrictions on doing business with

service providers considered nuclear weapons makers. Prior to execution of this agreement, Grantee shall complete **Schedule P**, attached hereto.

18. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.

19. Indemnification

Grantee shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement by Grantee, its officers, employees, subconsultants or agents.

Grantee acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by City and continues at all times thereafter.

All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

20. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

21. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

22. Religious Prohibition
There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.
23. Business Tax Certificate
Grantee shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.
24. Fraud, Waste and Abuse
Grantee shall immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work
25. Termination For Cause or Non-Appropriation
The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Grantee breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within a reasonable time not to exceed thirty (30) days after receipt of written notice of such breach.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on July 1, 2017.

26. Termination for Lack of Appropriation
City's obligations under this Agreement are contingent upon continued Kids First! funding. The City may terminate this Agreement on thirty (30) days' written notice to Grantee without further obligation if said grant funding is withdrawn or otherwise becomes unavailable for continued funding of the grant work or activity funded hereunder. Termination notice shall be made in accordance with the "Notices" section of this Agreement.
27. Litigation and Pending Disputes
Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement
28. Governing Law
This Agreement shall be governed by the laws of the State of California.

29. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to Grantee as follows:

(City of Oakland)

Sandra Taylor, Manager
City of Oakland
Department of Human Services
150 Frank H. Ogawa Plaza, Suite 4216
Oakland, CA 94612-2092

Oakland Unified School District
1000 Broadway Suite ~~680~~ 440
Oakland, CA 94607

Attn: ~~Susan Benz~~ Ashley Moore Hill Gretchen Livesey

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

30. Non-Liability of City

No member, official, officer, director, employee, or agent of the City shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

31. Right to Offset Claims for Money

All claims for money due or to become due from the City shall be subject to deduction or offset by the City from any monies due Grantee by reason of any claim or counterclaim arising out of this Agreement, any purchase order, or any other transaction with Grantee.

32. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Work by Grantee for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of the Work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

33. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

34. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

35. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

36. Approval

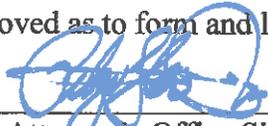
If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

City of Oakland,
a municipal corporation

 07/29/16 *JK*
(City Administrator's Office) (Date)

 10/20/16
(Department Head Signature) (Date)

Approved as to form and legality:

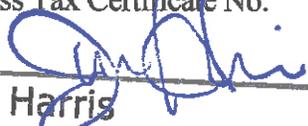
 OCT 19, 2016
(City Attorney's Office Signature) (Date)

Oakland Unified School District,
a California Corporation etc.

 8/24/16
(Signature) (Date)

Title: Network Superintendent

Business Tax Certificate No.

 4/27/17
James Harris
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 
Marion Meadows Attorney at Law

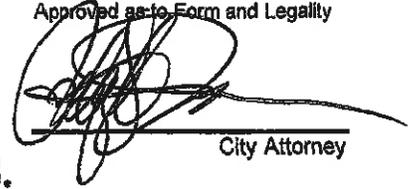
 4/27/17
Devin Dillon, Ph.D.
Interim Secretary, Board of Education

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2016 MAY 12 PM 12:06 OAKLAND CITY COUNCIL

RESOLUTION NO. 86226 C.M.S.

Approved as to Form and Legality



City Attorney

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED \$14,836,101 FOR FISCAL YEAR 2016-2017, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2017-2018 AND 2018-2019 PENDING COUNCIL APPROVAL

WHEREAS, Measure K/Kids First! Initiative established the Oakland Fund for Children and Youth ("OFCY") in 1996 to help young people grow to become healthy, productive, and honorable adults; and

WHEREAS, the passage of Measure D in 1998 revised the Kids First Charter Amendment and established a second 12-year life cycle for the Kids First! Children's Fund administered through the Oakland Fund for Children and Youth;

WHEREAS, the Planning and Oversight Committee ("POC") provides oversight and direction for the OFCY planning and funding review process; and

WHEREAS, the revenue appropriation for Fiscal Year (FY) 2016-2017 to the Kids First! Oakland Children's Fund (Fund 1780) was approved in the FY 2015-2017 Adopted Policy Budget and 90% of the appropriation in the amount of \$13,081,037 will be available for grants and is located in Kids First! Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912), FY 2016-2017 OFCY Contract Project (P485230) and these funds are available for allocation to grants; and

WHEREAS, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants as specified in the Kids First! Charter Amendment; and

WHEREAS, the prior revenue adjustment has resulted in an unspent project balance of \$2,521,989 in Kids First! Oakland Children's Fund (1780) from Youth Services Organization (78251), Services Contracts Account (54911), OFCY Contract FY 2014-2015 ADJ Project (P463731), and \$1,755,064 of these funds are available for allocation to grants; and

WHEREAS, in October 2015, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 85844 C.M.S.) with priority areas: 1) Early Childhood, 2) Student Success in School, 3) Youth Development and Empowerment, and 4) Transitions to Adulthood; and

WHEREAS, in November 2015, the POC published a Requests for Proposals based on the adopted OFCY Strategic Investment Plan 2016-2019 and conducted an “open and fair” competitive review process for the selection of grants for the OFCY 2016-2019 grant cycle; and

WHEREAS, in January 2016, OFCY received 237 proposals and responses from private non-profit and public entities to provide services for the OFCY grant cycle 2016-2019; and

WHEREAS, the OFCY staff and trained reviewers have evaluated 237 proposals for the Oakland Fund for Children and Youth in accordance with the criteria in the Request for Proposals; and

WHEREAS, the POC has complied with the goals, objectives and service priorities in the Strategic Investment Plan; and

WHEREAS, the POC recommends the following 150 grant funding awards in the amounts specified below for FY 2016-2017, and as renewable with City Council approval for FY 2017-2018 and FY 2018-2019:

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #1: Early Childhood Mental Health Consultations			
1	Family Paths, Inc.	Early Childhood Mental Health Collaborative	\$250,000
2	Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$300,000
3	Lincoln Child Center, Inc.	Early Childhood Mental Health Consultation	\$150,000
Subtotal:			\$700,000

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #2: Parent Support and Education			
4	East Bay Agency for Children	Parent Child Education Support Program	\$100,783
5	East Bay Community Recovery Project	Project Pride	\$75,000
6	Family Paths, Inc.	Abriendo Puertas/Opening Doors Parent Education	\$82,048
7	Lotus Bloom	Multicultural Family Resource Centers	\$298,689
8	Lotus Bloom	School Readiness Playgroups	\$75,000
9	Oakland Parents Together	Listening to Children Parent Cafes	\$75,000
10	Oakland Parks and Recreation	Sandboxes to Empowerment	\$150,000
11	The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$133,800
12	Oakland Unified School District	Community Schools and Student Services-Expanded Learning	\$93,770
13	Our Family Coalition	Building Strong Children in LGBTQ Families	\$92,000
14	Prescott-Joseph Center for Community Enhancement, Inc.	Prescott Joseph Center's Pre-preschool Program	\$50,000
15	Northern California Society to Prevent Blindness, an Affiliate of the National Society to Prevent Blindness	Vision Awareness & Education for Low-income Oakland Families	\$29,803
16	Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$298,909
17	Tandem, Partners in Early Learning	Community Capacity Building - Training in Early Learning	\$56,434
18	UCSF Benioff Children's Hospital Oakland	Pillars of Parenting Support (POPS) Program	\$92,000
Subtotal:			\$1,703,237

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #3: School-based after school			
19	Alternatives in Action	Life Academy Middle School	\$85,000
20	Bay Area Community Resources	Alliance Academy	\$105,000
21	Bay Area Community Resources	Bridges Academy	\$72,000
22	Bay Area Community Resources	Elmhurst Community Prep	\$85,000
23	Bay Area Community Resources	Emerson Elementary	\$72,000
24	Bay Area Community Resources	Esperanza Elementary	\$92,000
25	Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$92,000
26	Bay Area Community Resources	Futures Elementary	\$72,000
27	Bay Area Community Resources	Global Family	\$72,000
28	Bay Area Community Resources	Grass Valley Elementary	\$72,000
29	Bay Area Community Resources	Greenleaf Elementary	\$72,000
30	Bay Area Community Resources	Hoover Elementary	\$72,000
31	Bay Area Community Resources	Howard Elementary	\$92,000
32	Bay Area Community Resources	Lafayette Elementary	\$72,000
33	Bay Area Community Resources	Madison Park Academy (Middle)	\$85,000
34	Bay Area Community Resources	Markham Elementary	\$92,000
35	Bay Area Community Resources	Martin Luther King, Jr. Elementary	\$72,000
36	Bay Area Community Resources	Preparatory Literary Academy Of Cultural Excellence	\$72,000
37	Bay Area Community Resources	Sankofa Academy	\$85,000
38	Citizen Schools, Inc.	Roots International Academy	\$105,000
39	Eagle Village Community Center Youth and Family Services, Inc.	Westlake Middle School	\$85,000
40	East Bay Agency for Children	Achieve Academy	\$91,964
41	East Bay Agency for Children	Rise Community	\$72,000
42	East Bay Asian Youth Center	Bella Vista Elementary	\$72,000
43	East Bay Asian Youth Center	Cleveland Elementary	\$72,000
44	East Bay Asian Youth Center	Edna Brewer Middle School	\$85,000
45	East Bay Asian Youth Center	Franklin Elementary	\$72,000
46	East Bay Asian Youth Center	Frick Middle School	\$85,000
47	East Bay Asian Youth Center	Garfield Middle School	\$90,870
48	East Bay Asian Youth Center	La Escuelita Elementary	\$104,786
49	East Bay Asian Youth Center	Lincoln Elementary School	\$72,000
50	East Bay Asian Youth Center	Manzanita Middle School	\$90,870
51	East Bay Asian Youth Center	Roosevelt Middle	\$85,000
52	East Bay Asian Youth Center	Urban Promise Academy Middle School	\$85,000
53	Girls Incorporated of Alameda County	Acorn Woodland Elementary School	\$92,000
54	Girls Incorporated of Alameda County	Allendale	\$72,000

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #3: School-based after school (cont.)			
55	Girls Incorporated of Alameda County	East Oakland Pride	\$72,000
56	Girls Incorporated of Alameda County	Horace Mann	\$72,000
57	Girls Incorporated of Alameda County	Reach Academy	\$72,000
58	Higher Ground Neighborhood Development Corp	Brookfield Elementary	\$72,000
59	Higher Ground Neighborhood Development Corp	Madison Park Academy - (Elementary)	\$92,000
60	Higher Ground Neighborhood Development Corp	New Highland Elementary School	\$72,000
61	Higher Ground Neighborhood Development Corp	Parker Elementary School	\$85,000
62	Lighthouse Community Charter School	Lighthouse Community Charter School	\$85,000
63	Oakland Leaf Foundation	ASCEND	\$103,914
64	Oakland Leaf Foundation	Bret Harte Middle	\$85,000
65	Oakland Leaf Foundation	EnCompass	\$72,000
66	Oakland Leaf Foundation	International Community School	\$92,000
67	Oakland Leaf Foundation	Learning Without Limits	\$92,000
68	Oakland Leaf Foundation	Think College Now	\$72,000
69	Safe Passages	Coliseum College Prep Academy (CCPA)	\$85,000
70	Safe Passages	Communities United Elementary School (CUES)	\$91,369
71	Safe Passages	United For Success Academy	\$85,000
72	San Francisco Bay Area Council, Learning for Life	Carl B. Munck Elementary	\$72,000
73	San Francisco Bay Area Council, Learning for Life	Fruitvale Elementary School	\$72,000
74	San Francisco Bay Area Council, Learning for Life	Laurel Community Partnership Academy	\$72,000
75	San Francisco Bay Area Council, Learning for Life	Manzanita SEED	\$72,000
76	Ujimaa Foundation	Burckhalter Elementary	\$72,000
77	YMCA of the East Bay	Piedmont Avenue Elementary	\$72,000
78	YMCA of the East Bay	West Oakland Middle	\$85,000
Subtotal:			\$4,882,773

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #4: Student Engagement in Learning			
79	Alternatives in Action	FOCUS: Fremont - Our Community United for Success	\$100,000
80	Destiny Arts Center	DAC: Havenscourt Artists-at-School Residency	\$100,000
81	East Bay Asian Youth Center	9th Grade Transition	\$75,000
82	East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$75,000
83	Girls Incorporated of Alameda County	Daytime Literacy Intervention and Engagement	\$102,000
84	Lincoln Child Center, Inc.	New Highland-Rise Family Resource Center	\$79,754
85	Lincoln Child Center, Inc.	West Oakland Initiative	\$100,000
86	Oakland International High School / Oakland Unified School District	OIHS Immigrant & Refugee Wellness Program	\$88,360
87	Oakland Unified School District	OUSD Student Engagement in Restorative Justice	\$100,000
88	Student Program for Academic and Athletic Transitioning	Middle School Student Engagement in Learning	\$30,000
89	Youth Alive	Youth ALIVE! Targeted Engagement for Youth Exposed to Violence	\$65,000
Subtotal:			\$915,114

Strategy #5: Year-Round Youth Development and Empowerment			
90	Alameda Family Services	DreamCatcher Youth Services	\$50,000
91	Alternatives in Action	Life - AIAHS - McClymonds	\$100,000
92	American Indian Child Resource Center	Culture Keepers	\$50,000
93	Asian Pacific Environmental Network (APEN)	AYPAL: Building API Community Power	\$75,000
94	Attitudinal Healing Connection, Inc.	West Oakland Legacy & Leadership Project	\$100,000
95	Bay Area Girls' Rock Camp	Girls Rock After School Program (GRASP) and Girls Rock Summer Camp	\$50,000
96	Bay Area Outreach & Recreation Program	Sports & Recreation for Youth with Disabilities	\$43,400
97	Boys & Girls Clubs of Oakland	Educational Programs for the Youth of Oakland	\$150,000
98	Brothers on the Rise	Brothers, UNITE!	\$107,443
99	Center for Media Change	Hack the Hood Bootcamp	\$150,000
100	Chapter 510 INK	Dept of Make Believe	\$75,000
101	College Track	College Track Oakland	\$150,000
102	Communities United for Restorative Youth Justice	Homies 4 Justice	\$50,000
103	Community Works West Inc.	Project WHAT	\$80,000
104	Dimensions Dance Theater, Inc.	Rites of Passage	\$75,000

Strategy #5: Year-Round Youth Development and Empowerment (cont.)			
Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
105	East Bay Asian Local Development Corporation	Lion's Pride	\$105,000
106	East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$127,012
107	East Oakland Youth Development Center	After School Leadership Academy	\$150,000
108	First Place for Youth	First Steps Community Resource Center	\$150,000
109	Fresh Lifelines for Youth, Inc.	FLY Leadership Program	\$75,000
110	Health Initiatives for Youth, Inc.	Youth Development & Empowerment	\$95,738
111	La Clinica de La Raza, Inc.	Youth Brigade	\$147,899
112	Music Is Extraordinary, Inc.	Preparatory Studies in Music	\$75,000
113	Native American Health Center, Inc.	Community Wellness Department Youth Services	\$150,000
114	Oakland Kids First	REAL HARD Youth Leadership	\$80,000
115	Oakland Leaf Foundation	Love Cultivating Schoolyards	\$40,000
116	Oakland Parks and Recreation	Oakland Discovery Centers	\$150,000
117	The Oakland Public Education Fund	Media Enterprise Alliance	\$50,000
118	Project Re-Connect Inc.	Family Connections/Leaders Connect	\$75,000
119	Refugee Transitions	Newcomer Community Engagement Program	\$171,054
120	Safe Passages	Get Active	\$149,998
121	Teen Success, Inc.	Supporting Teen Mothers Program	\$35,000
122	Youth Alive	Teens on Target Youth Leadership	\$108,000
123	Youth Speaks, Inc.	Arts in Education	\$150,000
124	Youth UpRising	Youth and Development	\$75,000
Subtotal:			\$3,465,544

Strategy #6: Summer Youth Development and Empowerment			
125	Aim High for High School	Alm High/Oakland	\$150,000
126	Destiny Arts Center	Summer with Destiny	\$97,037
127	East Bay Asian Youth Center	Camp Thrive	\$118,956
128	East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$150,000
129	Edventuremore!	Camp Edmo	\$50,000
130	Family Support Services of the Bay Area	Kinship Summer Youth Program	\$111,000
131	Girls Incorporated of Alameda County	Concordia Summer	\$62,734
132	Lincoln Child Center, Inc.	Oakland Freedom Schools	\$149,674
133	Oakland Leaf Foundation	Oakland Peace Camp (OPC)	\$30,000
134	Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$30,000
135	Rose Foundation for Communities and the Environment	New Voices are Rising	\$35,000
136	Social and Environmental Entrepreneurs (SEE), Inc.	Acta Non Verba: Youth Urban Farm Project	\$59,500
Subtotal:			\$1,043,901

Strategy #7: Career Awareness and Academic Support for Older Youth

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
137	Alameda Health System	Oakland Health Careers Collaborative	\$300,000
138	Better Health East Bay Foundation	Youth Bridge Workforce Development Program	\$117,533
139	Beyond Emancipation	GROW Oakland	\$100,000
140	Center for Media Change, Inc.	A-Team	\$150,000
141	Centro Legal de la Raza	Youth Law Academy	\$150,000
142	Civicorps	Academic and Professional Pathway	\$100,000
143	Covenant House California	CHC Transitional Services	\$150,000
144	East Bay College Fund	Oakland Promise College and Career Access and Success Program	\$213,000
145	Juma Ventures	Pathways to Advancement	\$115,000
146	Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$55,000
147	Oakland Unified School District	Exploring College and Career Options	\$150,000
148	Spanish Speaking Unity Council of Alameda County, Inc.	Oakland Youth Engaged (OYE)	\$75,000
149	The Youth Employment Partnership, Inc.	Building Green Futures	\$300,000
150	Youth Radio	Digital Communications Pathways	\$150,000
Subtotal:			\$2,125,533

TOTAL	\$14,836,101
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; now, therefore, be it

RESOLVED: that these agreements are not professional service contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to public and nonprofit program providers that serve the public at large, therefor the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

FURTHER RESOLVED: That the City Council approves the allocation of unspent monies from the prior year revenue adjustment in the amount of \$1,755,064 from Kids First! Oakland Children's Fund (Fund 1780) Youth Services Organization (78251), Account Services Contracts (54911), OFCY Contract FY 2014-2015 ADJ Project (P463731) for OFCY grants for FY 2016-2017; and, be it

FURTHER RESOLVED: That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed \$14,836,101 for FY2016-2017, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and, be it

FURTHER RESOLVED: That said agreement(s) 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.

JUN 07 2016

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

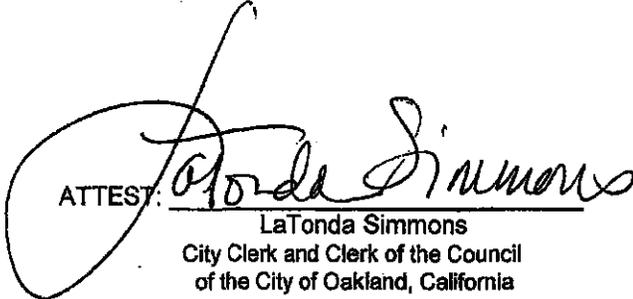
AYES- BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, AND
PRESIDENT GIBSON MCELHANEY 8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST:



LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California