

File ID Number	24-1014
Introduction Date	5/8/2024
Enactment Number	
Enactment Date	
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

May 8, 2024

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Subject: Grant Agreement - City of Oakland - Department of Violence Prevention - Community Schools and Student Services Department

ACTION REQUESTED:

Approval and acceptance by the Board of Education of a Grant Agreement with the City of Oakland, via its Department of Violence Prevention, to provide up to \$570,000 for the District to support gender-based violence therapeutic support services and youth diversion services.

BACKGROUND:

On September 19, 2023, the Oakland City Council authorized the City Administrator to execute grant agreements to provide violence prevention and intervention services through June 30, 2025 with the ability to extend the terms of the agreements through September 30, 2025 with additional funding if Measure Z is reauthorized in November of 2024.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
24-1014	Yes	Grant	Oakland Unified School District Community Schools and Student Services Department	To fund gender-based violence therapeutic support services and youth diversion services	October 1, 2023 - June 30, 2025 or September 30, 2025	City of Oakland - Department of Violence Prevention	\$498,750 or \$570,000

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the office.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants not to exceed: \$570,000.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of a Grant Agreement for OUSD students via the Community Schools and Student Services Department for the period October 1, 2023 through June 30, 2025 or September 30, 2025, pursuant to the terms and conditions thereof.

ATTACHMENTS:

Grant Management Face Sheet

Grant Agreement

Oakland City Council Resolution 89899 C.M.S.

OUSD Grants Management Face Sheet

Title of Grant: City of Oakland – Violence Prevention	Funding Cycle Dates: October 1, 2023 – June 30, 2025 or September 30, 2025
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) City of Oakland Department of Violence Prevention 150 Frank H. Ogawa Plaza, Suite 6300 Oakland, CA 94612 Attn: Holly Joshi	Grant Amount for Full Funding Cycle: \$498,750.00 or \$570,000.00
Funding Agency: City of Oakland/Department of Violence Prevention	Grant Focus: Gender-based violence prevention services and youth diversion services
List all School(s) or Department(s) to be Served: Community Schools & Student Services	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Grant supports Oakland Unified to support students to access learning through violence prevention and intervention programs.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant’s budget for evaluation.)	Grant measures the number of students referred to and accessing services.
Does the grant require any resources from the school(s) or district? If so, describe.	Grant is supported by district staff to manage and monitor implementation
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 of 3.25% 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? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	no
Who is the contact managing and assuring grant compliance? (Include contact’s name, address, phone number, email address.)	Community Schools and Student Services Department Oakland Unified School District 1011 Union Street, Oakland CA 94607 510.879.2901 Andrea.Bustamante@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante	DocuSigned by: <i>Andrea Bustamante</i> 806EC2B9F1FE4AB...	4/12/2024
Chief Academic Officer	Sondra Aguilera	DocuSigned by: <i>Sondra Aguilera</i> B072CB8033AD406...	4/12/2024

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		

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

This Grant Agreement (the “Agreement”) is made and entered into by and between the City of Oakland, a municipal corporation (the “City”), and OAKLAND UNIFIED SCHOOL DISTRICT, (“Grantee”) (collectively the “Parties”).

RECITALS

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the City and Grantee:

- A. The City Council, pursuant to Resolution No. 89899 C.M.S., has allocated grant funds to Grantee to fund its community-related programs and activities as specified herein.
- B. The City wishes to enter into this Agreement with Grantee to provide Violence Intervention Services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z) for period October 1, 2023 to September 30, 2025. Provided however, that Grantee understands and agrees that this Agreement will automatically terminate on June 30, 2025, in the event that Measure Z is not reenacted by voters.
- C. The City Council, pursuant to Resolution No. 89899 C.M.S. has awarded a grant in the amount not to exceed \$350,000 for gender-based violence therapeutic support services, plus an additional amount not to exceed \$50,000 in the event that Measure Z passes.
- D. The City Council, pursuant to Resolution No. 89899 C.M.S. has awarded a grant in the amount not to exceed \$148,750 for youth diversion services, plus an additional amount not to exceed \$21,250 in the event that Measure Z passes.

NOW, THEREFORE, the Parties to this Agreement covenant as follows:

1. Effective Date

This Agreement shall become effective on the date it is executed by all Parties. If the Agreement is not executed by all Parties on the same date, the Agreement shall be effective on the date it is last executed by a Party.

2. Grant

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to Four Hundred Ninety Eight Seven Hundred Fifty Thousand Dollars (\$498,750) and, in the event that Measure Z passes, an additional amount up to Seventy One Thousand Two Hundred and Fifty Thousand Dollars (\$71,250), for a total amount up to Five Hundred Seventy Thousand Dollars (\$570,000) (the “Grant”).

3. Scope of Work

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities (“Work”) specified in the **Scope of Work** attached to this Agreement as **Schedule A-3** 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. The Project Manager for the City shall be Holly Joshi, Chief of Violence Prevention.

4. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of Work under this Agreement in accordance with conditions of this Agreement including the attached Scope of Work in addition to City of Oakland rules, regulations and policies and applicable federal and state laws.

5. Time of Performance

The time for performance under this Agreement shall begin on October 1, 2023 and shall end on September 30, 2025 (“Term”), except that Grantee understands and agrees that this Agreement will automatically terminate on June 30, 2025, in the event that Measure Z is not reenacted by voters.

6. Method of Payment

Grantee shall be paid for the performance of the Work set forth in **Schedule A-3** in accordance with the program **Budget, Schedule B-3**. Payments shall be based on actual eligible costs, fees, and expenses incurred by Grantee for the Work but shall not exceed the Grant amount. Payments will be due upon completion of the Work or as otherwise specified in the Scope of Work or the Budget. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City’s expense forms. Invoices shall include a description of the Work completed, itemized costs, fees and expenses, and the amount due.

Grantee shall submit a request for payment accompanied by an itemized list of eligible expenditures on the City’s expense form. Each request for payment shall include a description of the Work completed, a report detailing the clients served under this Agreement, the current status of their cases, and aggregate results to date. If Grantee’s performance is not on pace to meet or exceed performance goals under this Agreement, Grantee shall provide an explanation for not meeting performance goals and a detailed plan to increase client service levels for the remainder of the Term of this Agreement in order to meet performance goals.

The documents submitted will be reviewed and approved for payment by the Project Manager. The City shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Work will be based on an overall assessment of the progress Grantee has made towards achieving the goals of the Agreement and the performance measures.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within 30 days following the completion or termination of this Agreement. No claims submitted after the 30-day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by Grantee and not reported to the City within the 30-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

7. Prompt Payment

Grantee shall comply with the City's Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is "disputed", the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City's Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to an interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, Grantee shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless Grantee notifies the City's Liaison in

writing within five business days that there is a bona fide dispute between Grantee and claimant, in which case Grantee may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison, and upon the filing of a complaint, the Grantee, if opposing payment, shall provide security in the form of cash, certified check, or bond to cover the disputed amount and penalty during the investigation. If Grantee fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Grantee is not allowed to retain monies from subcontractor payments for goods as project retention and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, Grantee is required to file a notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release; and Grantee is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each.

8. Evaluation, Monitoring, and Reporting

Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Scope of Work. Grantee shall undertake a continuous quantitative and qualitative evaluation of the Scope of Work as specified in this Agreement and shall make written reports on the results of such evaluation to the Project Manager as reasonably requested by the Project Manager.

In addition to the financial requirements described elsewhere in this Agreement, Grantee agrees that authorized representatives of the City may perform fiscal monitoring of Grantee's record-keeping and reporting to assure compliance with this Agreement.

9. Program Income

Any funds received as a return of costs or as income generated from activities funded by this Agreement are the property of the City and must be transmitted to the City promptly.

10. Proprietary or Confidential Information of the City

Grantee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Grantee may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Grantee agrees that all information disclosed by the City to Grantee

shall be held in confidence and used only in performance of the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent Grantee would use to protect its own proprietary data.

11. Records and Audit

Grantee must 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 agrees to comply with all audit, inspection, record-keeping, and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements applicable to the funding sources of the Grant. The City shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must 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.

Grantee must make available at Grantee's office for examination at reasonable intervals and during normal business hours to the City's representatives, as well as representatives of agencies providing funding for the Grant, all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The City's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for three years following the expiration of the term of this Agreement.

12. Fraud, Waste, and Abuse

Grantee must immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work.

13. [RESERVED]

14. Assignment and Subcontracting

Grantee may not assign, subcontract, or otherwise transfer any rights, duties, obligations or interest in this Grant or 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, subcontract, or transfer without such prior written consent shall be void. Consent to any single assignment, subcontract, or transfer shall not constitute consent to any further assignment, subcontract, or transfer.

15. Publicity

Any publicity generated by the Grantee for the program funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, shall make reference to the contribution of the City in making the project possible. The words “City of Oakland” shall be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, 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 program 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 program.

16. Insurance

Unless a written waiver is obtained from the City’s Risk Manager, Grantee must acquire and maintain for the duration of this Agreement the insurance listed in **Schedule Q, Insurance Requirements (Revised 9/12/2019)** attached hereto and incorporated herein by reference.

17. Indemnification

- a. Grantee agrees to indemnify and hold harmless the City, its agencies, departments, councilmembers, officers, directors and employees (collectively “Indemnitees”) from, and, upon request, to defend Indemnitees against, any and all liabilities, obligations, losses, damages, fines, penalties, claims (including but not limited to claims for property damage, personal injury, and wrongful death), actions, suits, judgments, costs or expenses of whatsoever kind and nature (including reasonable attorney’s fees) caused by or arising directly or indirectly from 1) a material breach of the terms of this Agreement by Grantee, 2) a negligent, grossly negligent or willful act or omission of Grantee in performance of this Agreement or expenditure of the grant funds, or 3) the violation by Grantee of any federal, state or local laws or regulations in performance of this Agreement or expenditure of the grant funds.
- b. The term “Grantee” as used in this indemnification provision includes Grantee, its board members, officers, directors, employees, and agents.
- c. The City agrees to promptly provide Grantee written notice of any claim of loss or damage subject to this indemnification provision and to cooperate with Grantee, in the defense against any such claim and all related settlement negotiations to the extent that cooperation does not conflict with City’s interests
- d. The City reserves the right retain its own legal counsel for the purposes of participating in the defense against any claim of loss or damage subject to this indemnification provision

if Grantee fails or refuses to defend the City with counsel reasonably acceptable to the City. In no event shall either Grantee or the City agree to the settlement of any claim described herein without the prior written consent of the other party.

- e. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not extend to any action or claim arising from the sole negligence, gross negligence or willful misconduct of an Indemnitee.
- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement.
- h. The City's liability under this Agreement shall be limited to payment of Grantee in accord with the terms and conditions of this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

18. Non-Liability of City

No councilmember, 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.

19. 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.

20. Events of Default and Remedies

- A. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:
 - 1. Failure to adequately perform the Work set forth in the Scope of Work;
 - 2. The use or expenditure of funds, property, or information provided under this Agreement by Grantee in any manner that is not consistent with the purpose of this Agreement or in compliance with the Scope of Work attached hereto;
 - 3. Failure of Grantee to comply with any obligations under this Agreement, or to observe or perform any other material provision of this Agreement; or

4. Grantee's (a) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (b) making a general assignment for the benefit of creditors; (c) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (d) insolvency; or (e) failure, inability or admission in writing of its inability to pay its debts as they become due.
- B. The City shall give written notice to Grantee of any default by specifying the nature of the event or deficiency giving rise to the default, the action required to cure the deficiency, if an action to cure is possible, and a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Grantee's cure of the specified breach. Upon an event of default that has not been cured by Grantee, the City, in its discretion, may take any of the following actions:
1. Terminate this Agreement in whole or in part;
 2. Suspend payments under this Agreement;
 3. Demand immediate reimbursement of any funds disbursed under this Agreement other than funds Grantee has: (i) regranted or (ii) is legally bound to regrant to organizations as contemplated hereunder;
 4. Bring an action for equitable relief (i) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief;
 5. Bar Grantee from future funding by the City; and/or
 6. Pursue any other remedy available at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on September 30, 2025, except that Grantee understands and agrees that this Agreement will automatically terminate on June 30, 2025, in the event that Measure Z is not reenacted by voters.

21. Termination or Modification for Lack of Appropriation

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Grant. The City may terminate this Agreement on thirty (30) days written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work. This provision does not apply in the event that Measure Z is not reenacted by voters. In such event, the Agreement shall terminate automatically on June 30, 2025, without any notice, written or otherwise, required of the City.

22. 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, all pending disputes with the City prior to execution of this Agreement and any amendment to this Agreement. Failure to disclose pending disputes prior to execution of this Agreement or any amendment to this agreement shall be a basis for termination of this Agreement.

23. Conflict of Interest

- a. 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.
- b. 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.
- c. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter 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 (a) any 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 totaled more than \$500, or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to the 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.).

- d. 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.
- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.
- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

24. Non-Discrimination/Equal Employment Practices

Grantee shall not discriminate against any person or group of persons in any manner prohibited by federal, state or local laws applicable to Grantee.

During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status. 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 subgrantees 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 actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry, national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state and local disability rights legislation .
- 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.
- e. Grantees are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose, and has disclosed to the City, any and all such disciplinary or investigatory actions. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

25. Living Wage Requirements

Grantee will be considered a City Financial Assistance Recipient ("CFAR") and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 1, 1998).

If applicable, Grantee certifies that is has submitted a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Grantee agrees that it must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum Compensation and Health Benefits- **Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates**, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>.

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. Grantee shall provide proof that health benefits are in effect for those employees at the lower living wage rate no later than 30 days after execution of the contract or receipt of City financial assistance.

- b. 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.
- c. Federal Earned Income Credit (EIC) – Grantee shall inform employees that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- d. Grantee shall provide to all employees 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.
- e. 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.
- f. 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 Department of Workplace and Enforcement Standards, 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 three (3) years after the expiration of the compliance period.

- g. Grantee shall require subgrantees 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 Contract Compliance.

26. Equal Benefits Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000, this Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations, which prohibits the City from contracting with entities that discriminate in the provision of employee benefits 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 the Grantee.

If applicable, the Contractor agrees to comply with the requirements of Oakland Municipal Code, Chapter 2.32, and agrees it has a duty to promptly provide to the City documents and information verifying its compliance.

27. Minimum Wage Ordinance

Grantee shall comply with Oakland's Minimum Wage law set forth in Chapter 5.92 of the Oakland Municipal Code.

Oakland Minimum Wage law requires that Employers (as defined therein) pay Employees (as defined therein) no less than the Oakland's minimum wage rate for each hour worked within the geographic boundaries of the City Oakland. Oakland's Minimum Wage Law also requires paid sick leave for Employees and payment of service charges collected for their services. Employers must notify employees of the annually adjusted rates by December 15th of each year and prominently display notices at the job site.

28. 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.

29. Religious Prohibition

Grantee shall not use the grant funds awarded under this agreement for religious worship, instruction, or proselytization.

30. Business Tax Certificate or Exemption

Grantee shall obtain and provide proof of a valid City business tax certificate or business tax exemption certificate. Said certificate must remain valid for the duration of this Agreement.

31. Abandonment of Grant

The City may abandon or indefinitely postpone this Grant at any time. Should the Grant be abandoned, the City shall pay Grantee for all services performed thereto in accordance with the terms of this Agreement.

32. Relationship of Parties

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.

33. Warranties

Grantee represents and warrants: (1) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the terms of this Agreement including using Grant proceeds to regrant funds as contemplated by Section 2 above; (2) that it is duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to enter into and perform its obligations under this Agreement; (4) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect the financial condition or operation of the Grantee, other than those already disclosed to the City; and (5) that the person executing and delivering this Agreement is authorized to execute and deliver such document on behalf of Grantee.

34. Unavoidable Delay in Performance

The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is

caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within ten calendar days from the commencement of the cause. The time for performance under this Agreement may also be extended for any reason by the mutual written agreement of the City and Grantee.

35. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is approved as to form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee.

36. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

37. Notice

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

City
City of Oakland
Department of Violence Prevention
250 Frank H. Ogawa Plaza, Suite 6300
Oakland, CA 94612
Attn: Holly Joshi

Grantee
Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

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.

38. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. 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.

39. Amendments and Modifications

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

40. Waiver

Any waiver by the City of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the City. No waiver should be implied from any delay or failure by the City to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Grantee should not be construed to be a consent to any other act or omission or to waive the requirement for the City's written consent to future waivers.

41. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the City.

42. 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.

43. Commencement, Completion and Close-out

It shall be the responsibility of Grantee to coordinate and schedule the Work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement. Any extension of time provided to enable Grantee to complete the Work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. If Grantee fails to complete the Work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the Work to be performed under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a request for final payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. If Grantee fails to timely submit a complete and accurate request for final payment, the City shall be relieved of any further obligations under this Agreement, including without limitation any obligation for payment of Work performed or payment of claims by Grantee.

44. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

45. Inconsistency

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

46. Counterparts

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to electronically sign and transmit this Agreement (whether by facsimile, PDF, email or other electronic transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

47. Exhibits

The following exhibits and schedules are attached to this Agreement and are hereby incorporated herein by reference:

- Schedule A-1: Service and Performance Requirements for All Grantees
- Schedule A-2: Data Sharing Agreement
- Schedule A-3: Scope of Work

Schedule B-1: Fiscal Requirements for All Grantees
Schedule B-2: Invoicing Schedule
Schedule B-3: Budget
Schedule Q: Insurance Requirements

48. Authority:

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

[SIGNATURES ON NEXT PAGE]

“CITY”

“GRANTEE”

CITY OF OAKLAND, a municipal corporation

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
City Administrator (date)

By: _____

Approved for forwarding:

Print Name: _____

By: _____
Department Head (date)

Title:

Date: _____

89899
Resolution Number

Approved as to form and legality:

Approved as to form:

By: _____
Deputy City Attorney

By: Jenine A. Lindsey
Jenine Lindsey, Interim General Counsel

[END OF AGREEMENT]

SCHEDULE A-1

Service and Performance Requirements for All Grantees

The City's Department of Violence Prevention (DVP) contracts with community-based organizations to deliver violence prevention and intervention services in the areas of group violence, gender-based violence, and community healing. These services are funded through the Oakland Public Safety and Services Violence Prevention Act of 2014, also known as Measure Z, and the City's General Purpose Fund. Schedule A-1 outlines service and performance requirements for all Grantees as a condition of receiving funding from the DVP. Organizations funded by the DVP are collectively referred to as the "DVP Network."

The DVP reserves the right to withhold up to 10% of Grantee's scheduled payments if Grantee does not fulfill the requirements listed in Schedule A-1.

A) Grantee Manual: Grantee must adhere to all instructions and protocols outlined in the *DVP Grantee Manual*. This manual is available on the DVP's website and the landing page of the DVP's data management system.

B) Service Delivery

1. Oakland residents: Grantee must only use DVP funding to provide services to individuals who live, go to school, or were impacted by violence in Oakland.
2. DVP service models: Grantee must align services with DVP models that are relevant to their service category. Grantee will work with assigned DVP staff to implement the DVP's model(s) with program fidelity, including accepting technical assistance for any modifications to service delivery that are required.
3. Mandatory meetings: Grantee shall appoint appropriate staff to participate in the following in-person or virtual meetings:
 - a. *Grantee individual meetings*: At least once every two months, program officers will meet individually with grantee staff for up to 2 hours. The purpose of these meetings is for program officers and Grantee staff to discuss service implementation and review service deliverables to ensure that services are being delivered with the expected quality and reach. Program officers will help Grantee staff troubleshoot any service delivery issues that arise and support Grantees in submitting scope modifications, if warranted. Program officers will also review budget expenditures with Grantee staff to ensure funds are being spent as planned and will provide guidance as needed.
 - b. *Grantee group meetings*: At least once a quarter, program officers will host a group meeting of up to 2 hours for all grantees funded within each service category. The purpose of these meetings is for program officers to deliver consistent information to all grantees regarding grant requirements and deadlines, evaluation activities, training and technical assistance opportunities, updates to the DVP's data management system, and other relevant information. Grantees may also be asked to share information about their services for the purpose of cross-agency collaboration.
 - c. *DVP Network convenings*: At least once a year, the DVP will host a convening for up to 7.5 hours (one full workday) for agencies within the DVP Network. The purpose of these convenings is to facilitate cross-training and collaboration between agencies and service categories.
4. Grievance procedures: Grantee will establish and maintain a formal process that individuals can use to report and resolve grievances related to service delivery. All individuals served by Grantee

must be informed of the grievance process, either through a public posting in the service area or through information provided during intake process.

5. Scope modifications: If Grantee wishes to make changes to the information detailed in Section I regarding services delivered or staff positions, Grantee must submit a scope modification request. Scope modification requests will be reviewed by the Grantee's program officer and the respective planner. Grantee may not use DVP funds to perform work or implement staffing changes described in a scope modification until it has been approved.

C) Data Collection and Evaluation

1. Data entry and collection: Grantee is required to enter data on services delivered to individuals and groups in the DVP's data management system using the forms identified in Section I, Part C. Additional data entry requirements are outlined below:
 - a. The DVP recommends that Grantee staff enter data as soon as possible following service delivery. At minimum, data must be entered **monthly** for all service categories except for violence interruption. Grantees delivering services in the violence interruption service category are required to enter data at least weekly.
 - b. When a Grantee staff member with a user account for the DVP data management system ends their employment, Grantee must notify their program officer as soon as possible so the individual's credentials can be revoked.
 - c. Grantee must adhere to Grantee responsibilities outlined in Schedule A-2, which describes data security and confidentiality practices related to the DVP data management system.
2. Evaluation activities: Grantee agrees to participate in and assist with evaluation activities performed by DVP staff and external evaluators hired by the City of Oakland. Evaluation activities may include site visits, surveys, focus groups, and interviews. Grantee agrees to communicate with DVP staff and independent evaluators regarding evaluation requests in a timely fashion.

D) Communication

1. Grantee is required to maintain up-to-date names and email addresses in the DVP data management system for staff assigned to the following roles: program director, financial officer, and executive director. These individuals will receive important communications from the DVP regarding grant management activities. These individuals are expected to respond to emails from DVP staff within 72 hours.
2. It is important to increase public awareness of services funded through the DVP so that funding approved by councilmembers and the general public continues. For this reason, Grantee is encouraged to widely publicize the fact that services are funded through the DVP to clients and external audiences. At minimum, Grantee is required to identify the DVP as a funder of Grantee services through the following methods:
 - a. Signage displayed at community events that are funded by the DVP or at which outreach for DVP services is taking place.
 - b. Grantee's website.

E) Subgrantees

If Grantee uses a subgrantee to deliver services, the following requirements apply:

- a. Grantee is responsible for ensuring that the subgrantee adheres to all service delivery and fiscal management requirements outlined in Schedules A and B of this contract. The DVP encourages Grantee to perform program observations and review fiscal practices for subgrantees to ensure that services are being delivered and funds are being spent as expected.
- b. Grantee is responsible for all communication with and reporting to the DVP on behalf of the subgrantee. DVP staff are not responsible for communicating directly with subgrantee staff about anything related to this contract, including service delivery, data entry, and quarterly reporting.

SCHEDULE A-3

Scope of Work

Schedule A-3 outlines services that will be provided by Grantee as a condition of receiving funds from the City during the grant period. Detailed information about services to be rendered begins on the next page.

Strategy: Group Violence
Service Category: Youth Diversion

A) Description of Services

1. Grantee is funded to deliver services within the category of Youth Diversion, which falls within the Group Violence Strategy. A general description of this service category is provided below:
 - Youth diversion services redirect youth away from involvement in the juvenile justice system by allowing youth to participate in services that promote accountability and healing in lieu of charges being filed. Diversion program staff support youth in accessing helpful services and developing and completing a plan to repair harm.

Core activities of this strategy include the following:

- Provide case management to youth who are completing a diversion program in lieu of having charges filed.
 - Refer youth enrolled in a diversion program to helpful services.
 - Refer youth who are leaving the Juvenile Justice Center to life coaching services.
2. Information on **specific services** to be delivered by Grantee within the identified service category is provided in Table 1.

Table 1. Information on services to be delivered by Grantee.

Topic	Description
Services to be provided	<ul style="list-style-type: none"> • Grantee will make referrals for youth who are released from the Juvenile Justice Center (JJC)'s Transition Center to youth life coaching services funded through the DVP. • Grantee will attend case conference meetings with life coaches, Grantee staff, Transition Center staff, and medical staff, as needed.
Population to be served & eligibility criteria	Youth who are returning to Oakland from the JJC.
Frequency and duration of services	Referrals to life coaching will be made throughout the year as youth leave the JJC.
Referral sources or recruitment methods	Transition Center staff will refer youth to Grantee's enrollment coordinator.
Expectations for successful program completion	Youth enroll in life coaching services with by an agency funded through the DVP.

3. **Subgrantee organizations:** Organizations that Grantee funds to deliver services within the identified service category are identified in Table 2.

Table 2. Subgrantee organizations funded by Grantee to deliver DVP-funded services.

Organization	Services delivered
Not applicable	

4. Information on **DVP-funded staff** employed by Grantee to deliver services within the identified service category is provided in Table 3.

Table 3. Staff positions employed by Grantee to deliver DVP-funded services.

Position title	Percent time charged to DVP	Description of responsibilities
OUSD Enrollment Coordinator	47%	Refers eligible youth to life coaching services.

5. **Critical partner organizations**, which Grantee must communicate or collaborate with regularly to perform services within the identified service category, are identified in Table 4.

Table 4. Critical partner organizations that Grantee must work with to deliver services.

Organization	Expectations of partnership
Transition Center	Grantee will receive names and contact information for youth who are leaving the Juvenile Justice Center and returning to Oakland for the purpose of referring them to life coaching.
East Bay Asian Youth Center (EBAYC)	Refer youth exiting the Transition Center to EBAYC for life coaching and ensure that EBAYC staff follow up on the referral.
Communities United for Restorative Youth Justice (CURYJ)	Refer youth exiting the Transition Center to CURYJ for life coaching and ensure that CURYJ staff follow up on the referral.
The Mentoring Center (TMC)	Refer youth exiting the Transition Center to TMC for life coaching and ensure that TMC staff follow up on the referral.
Safe Passages	Refer youth exiting the Transition Center to Safe Passages for life coaching and ensure that Safe Passages staff follow up on the referral.
Sports Program for Academic and Athletic Transitioning (SPAAT)	Refer youth exiting the Transition Center to SPAAT for life coaching and ensure that SPAAT staff follow up on the referral.
Youth Alive! (YA)	Refer youth exiting the Transition Center to YA! for life coaching and ensure that YA! staff follow up on the referral.

B) Service deliverables

The DVP has developed standard service deliverables for each category of work performed by grantees in the DVP Network. Deliverable benchmarks are predetermined by the DVP in consultation with grantees based on the level of funding received. Grantees are required to meet deliverable benchmarks in order to receive 100% of their grant award. If benchmarks are not met, quarterly payments may be reduced. See *Schedule B* for more information.

Tables 5a and 5b list cumulative deliverables associated with the identified service category and benchmarks for Grantee by quarter.

Table 5a. Service deliverables and benchmarks for Quarters 1-4.

Activity	Deliverable	10/1/23 to 12/31/23	1/1/24 to 3/31/24	4/1/24 to 6/30/24	7/1/24 To 9/30/24
Refer youth who are leaving the Juvenile Justice Center to life coaching services.	Number of individuals served	30	60	90	120
	Number of individuals referred to at least one service	30	60	90	120

Table 5b. Service deliverables and benchmarks for Quarters 5-8.

Activity	Deliverable	10/1/24 to 12/31/24	1/1/25 to 3/31/25	4/1/25 to 6/30/25	7/1/25 To 9/30/25
Refer youth who are leaving the Juvenile Justice Center to life coaching services.	Number of individuals served	150	180	210	240
	Number of individuals referred to at least one service	150	180	210	240

C) Service documentation

1. The DVP requires all grantees within the DVP Network to enter information on service delivery into the DVP's data management system. Use of this system is governed by the *DVP Data Management System Use Policy*, which is located on the DVP webpage and on the landing page of data management system for reference.
2. The DVP data management system has distinct forms that may be used to record information on service delivery. Forms that are applicable to the identified service category are documented in Table 6. Please note that Table 6 reflects all forms that are relevant to the breadth of activities within this service category. Specific services delivered by Grantee may only require a subset of these forms.

Table 6. Forms within the DVP's data management system that are applicable to Grantee's service category.

Form	Is form applicable to service category?
Group activity/Event/Drop-in center	No
Hospital response	No
Mobile and bedside advocacy	No
Participant record*	Yes
- Program enrollment	Yes
- Service notes	Optional
- Referral to services: Participant	Yes
- Intake and needs assessment	No
- Life map goals and activities	No
- Housing placement	No
Relocation	No
Triangle incident response	No
Violence mediation	No

*Forms listed below *Participant record* are only applicable if a participant record is first created.

D) Consent forms

Not Applicable

E) Trainings and Meetings

Grantee staff are expected to participate in the trainings and meetings identified in Table 7 that are specific to Grantee's service category. Trainings and meetings that are required for all DVP grantees are outlined in Schedule A-1.

Table 7. Trainings and meetings required for Grantee staff specific to the identified service category.

Name of training or meeting	Description of training or meeting
Not applicable	

Strategy: Gender-Based Violence
Service Category: Therapeutic Support

A) Description of Services

1. Overview of service category: Grantee is funded to deliver services within the category of Therapeutic Support, which falls within the Gender-Based Violence (GBV) Strategy. A general description of this service category is provided below:

- Therapeutic support services provide individual clinical therapy, support groups, and non-western healing practices to survivors of GBV.

Core activities of this strategy include the following:

- Provide individual therapy and peer counseling to survivors.
- Host groups for men who have caused harm.
- Host healing/support groups for survivors.
- Host family workshops.
- Refer survivors to helpful services.

2. Specific services: Information on specific services to be delivered by Grantee within the identified service category is provided in Table 1.

Table 1. Information on **services** to be delivered by Grantee.

Topic	Description
Services to be provided	Grantee will provide therapeutic support services to African American and Latina girls at Oakland Technical High School, West Oakland Middle School, and Skyline High School. Specific services include: <ul style="list-style-type: none"> • Weekly culturally responsive social-emotional support groups for African American and Latina girls. • Regular healing circles for student participants led by African American and Indigenous healers. • Healing support workshops for family members. • Referrals to other supportive services and additional therapeutic support, as needed.
Population to be served & eligibility criteria	Female-identified youth ages 12-18 who attend Oakland Technical High School, West Oakland Middle School, and Skyline High School, with a focus on African American and Latina girls impacted by domestic/intimate partner violence, sexual violence, and sexual exploitation. Youth may be screened using the Adverse Childhood Experiences (ACEs) tool. Youth are also confirmed eligible through self-disclosure to an adult on campus.
Frequency and duration of services	The program will take place during the school day: Monday through Friday from 8:00am-3:00pm. Afterschool hours may be determined for specific schools. Family workshop activities will take place in the evenings or on weekends. Student groups are held twice a week. Parent are hosted quarterly.
Referral sources or recruitment methods	Youth will be referred by their site principal based on recommendations from the school Coordination of Services Team (COST) team.
Expectations for successful service completion	Youth engage in support groups or healing circles for at least one semester and have space to process and heal from trauma.

3. **Subgrantee organizations:** Organizations that Grantee funds to deliver services within the identified service category are identified in Table 2.

Table 2. Subgrantee organizations funded by Grantee to deliver DVP-funded services.

Organization	Services delivered
Not applicable	

4. **DVP-funded staff:** Information on staff employed by Grantee to deliver services within the identified service category is provided in Table 3.

Table 3. Staff positions employed by Grantee to deliver DVP-funded services.

Position title	Percent time charged to DVP	Description of responsibilities
AAFE/LSA Site Facilitators (4 at 20% FTE each)	80%	African American Female Excellence (AAFE) & Latino Student Achievement (LSA) Site Facilitators are responsible for co-planning, teaching, and mentoring students participating in this project.
AAFE Program Manager	34%	AAFE Program Manager, program managers will be responsible for the planning, directing and implementation of the project
LSA Program Manager	34%	LSA Program Manager, program managers will be responsible for the planning, directing and implementation of the project

5. **Critical partner organizations:** Organizations that Grantee must communicate or collaborate with regularly to perform services within the identified service category, are identified in Table 4.

Table 4. Critical partner organizations that Grantee must work with to deliver services.

Organization	Expectations of partnership
DVP GBV specialists	Grantee will coordinate with the department's internal GBV specialists to receive and provide client referrals and perform follow-up activities.
School-site GBV specialists	Grantee will coordinate referrals and support for students in collaboration with DVP-funded GBV specialists located on OUSD campuses.
Oakland Unified School District (OUSD)	Grantee will communicate with OUSD's Juvenile Justice Center Enrollment Coordinator to discuss safe school placement for individuals leaving Juvenile Hall.

B) Service Deliverables

The DVP has developed standard service deliverables for each category of work performed by grantees in the DVP Network. Deliverable benchmarks are predetermined by the DVP in consultation with grantees based on the level of funding received. Grantees are required to meet deliverable benchmarks in order to receive 100% of their grant award. If benchmarks are not met, quarterly payments may be reduced. See Schedule B-1 for more information.

Tables 5a and 5b list cumulative deliverables associated with each activity of the identified service category and benchmarks for Grantee by quarter.

Table 5a. Service deliverables and benchmarks for Quarters 1-4.

Activity	Deliverable	10/1/23 to 12/31/23	1/1/24 to 3/31/24	4/1/24 to 6/30/24	7/1/24 To 9/30/24
Host healing/support groups for survivors	Number of healing/support groups hosted	72	144	216	288
	Number of individuals who participated in healing/support groups	30	30	30	60
Host family workshops	Number of family workshops hosted	1	3	4	5
	Number individuals who participated in family workshops	20	60	80	100

Table 5b. Service deliverables and benchmarks for Quarters 5-8.

Activity	Deliverable	10/1/24 to 12/31/24	1/1/25 to 3/31/25	4/1/25 to 6/30/25	7/1/25 To 9/30/25
Host healing/support groups for survivors	Number of healing/support groups hosted	360	432	504	576
	Number of individuals who participated in healing/support groups	60	90	90	120
Host family workshops	Number of family workshops hosted	6	8	9	10
	Number individuals who participated in family workshops	120	160	180	200

C) Service documentation

1. The DVP requires all grantees within the DVP Network to enter information on service delivery into the DVP's data management system. Use of this system is governed by the *DVP Data Management System Use Policy*, which is located on the DVP webpage and on the landing page of data management system for reference.
2. The DVP data management system has distinct forms that may be used to record information on service delivery. Forms that are applicable to the identified service category are documented in Table 6. Please note that Table 6 reflects all forms that are relevant to the breadth of activities within this service category. Specific services delivered by Grantee may only require a subset of these forms.

Table 6. Forms within the DVP's data management system that are applicable to Grantee's service category.

Form	Is form applicable to service category?
Group activity/Event/Drop-in center	Yes
Hospital response	No
Mobile and bedside advocacy	No

Form	Is form applicable to service category?
Participant record*	Yes
- Program enrollment	Yes
- Service notes	Yes
- Referral to services: Participant	Yes
- Intake and needs assessment	No
- Life map goals and activities	No
- Housing placement	No
Relocation	No
Triangle incident response	No
Violence mediation	No

*Forms listed below *Participant record* are only applicable if a participant record is first created.

D) Consent forms

1. Grantee must present the *DVP Consent Form* to all individuals receiving services in this service category. This *DVP Consent Form* is available on the landing page of the DVP's data management system. The *DVP Consent Form* asks individuals whether they agree to having their personally-identifiable information shared with external evaluators for the purpose of evaluating the impact of DVP-funded services. For minors and individuals receiving GBV services, the *DVP Consent Form* also asks whether the individual's personally-identifiable information can be entered into the DVP's data management system, and it requires a caregiver to provide consent for both questions for minors. Individuals are eligible to receive services regardless of how they complete the *DVP Consent Form*, but a *DVP Consent Form* must be presented to all individuals and responses must be documented in the DVP data management system.
2. The DVP expects that at least 50% of all individuals who are presented with the *DVP Consent Form* will provide their consent. Grantees must demonstrate sufficient efforts to obtain consent by explaining the benefit of evaluation and protections in place to safeguard personally-identifiable information.
3. The *DVP Consent Form* can be completed by individuals electronically through the DVP data management system or manually through a paper form. If an individual completes a paper *DVP Consent Form*, Grantee must keep the paper copy in a secure location for review by DVP staff during site visits.
4. If an individual declines to have their personally-identifiable information entered into the DVP's data management system, Grantee must enter a unique numeric or alphanumeric identifier in the first name and last name fields and enter "01/01/1900" in the date of birth field. Grantee must retain a physical or electronic key that links each unique identifier to the individual's first name, last name, and date of birth for review by DVP staff during annual site visits.

E) Trainings and Meetings

Grantee staff are expected to participate in the trainings and meetings identified in Table 7 that are specific to Grantee's service category. Trainings and meetings that are required for all DVP grantees are outlined in Schedule A-1.

Table 7. Trainings and meetings required for Grantee staff specific to the identified service category.

Name of training or meeting	Description of training or meeting
Gender-Based Violence Quarterly Convening	DVP will host quarterly GBV network meetings for all funded agencies in the GBV strategy. Executive Directors and Program Managers should attend. The purpose of these meetings is to discuss current trends in GBV, support needs, and coordination of services.
Cross Trainings	DVP will host cross-trainings between the GBV strategy and other DVP-funded strategies to increase education and awareness around GBV and crisis-response practices and the intersection of participant needs and services
Activity Meetings	Direct service staff and Program Managers are expected to attend bi-monthly meetings based on activity. The purpose of these meetings is to discuss collaboration and coordination within the activity and offer a space for thought-partnership and referrals.

SCHEDULE B-1

Fiscal Requirements for All Grantees

Schedule B-1 provides information on how funds from the City will be expended, invoiced, and documented by Grantee to deliver services outlined in Schedule A-3 for the grant period.

A) Budget

1. Grantee will deliver the services outlined in Schedule A-3 according to the budget information provided in Schedule B-3. DVP agrees to pay Grantee based on project expenditures in the approved categories.
2. If Grantee desires to modify funding allocations between categories during the contract term, Grantee must first submit a budget modification request to DVP and receive approval from their program officer before funds are expended related to the modification.
3. Grantee understands that DVP funds may not be used to supplant other funds. DVP funds may be used to expand or enhance existing programs or to initiate new services or programs.
4. DVP reserves the right to revise contract amounts based upon shifts in available revenue during the fiscal year, either positively or negatively.

B) Invoicing

1. Information on the due date and amount of each invoice that Grantee must submit to DVP to receive payment for services is provided in Schedule B-2 by service category.
2. Invoices must be submitted in the DVP's data management system by completing a *Quarterly Report*. In the *Quarterly Report*, Grantee will report expenses incurred during the quarter and provide narrative explanation on major successes, major obstacles, staff updates, and other relevant updates. Grantees also download a *Scope of Work Deliverables Report* that is generated in the DVP's data management system based on data entered on individual and group services and upload it as an attachment to the *Quarterly Report*.
3. DVP grants are both performance-based and expenditure-based. Performance-based means that the disbursement of funds is contingent upon the grantee completing all benchmark deliverables. Expenditure-based means that the disbursement of funds is contingent upon the grantee expending the funds allocated.
4. Once Grantee submits a *Quarterly Report*, DVP staff will review expenditures and deliverables to determine eligible payment amounts. Grantees who expend grant funds in the approved categories will be eligible to receive funds based on the following criteria:
 - a. Grantees who achieve less than 65% of their benchmarked deliverables will be eligible to access 85% of grant funds, if appropriately expended.
 - b. Grantees who achieve 65-79% of their benchmarked deliverables will be eligible to access 90% of grant funds, if appropriately expended.
 - c. Grantees who achieve 80-94% of their benchmarked deliverables will be eligible to access 95% of grant funds, if appropriately expended.
 - d. Grantees who achieve 95-100% of their benchmarked deliverables will be eligible to access 100% of grant funds, if appropriately expended.
5. DVP reserves the right to exercise necessary discretion to adjust payment amounts when extenuating circumstances arise. As noted in Section II of Schedule A, the DVP reserves the right to withhold up to 10% of Grantee's scheduled payments if Grantee does not fulfill the delineated

requirements in a timely manner, including timely entry of service data, responsiveness to independent evaluators, and consistent administration of the *DVP Consent Form*.

6. Grantee shall adhere to the instructions and procedures provided and periodically revised by the DVP concerning quarterly reports, which may include requests for supporting documentation of reporting expenditures at any time.

C) Documentation

1. If Grantee uses DVP funds to provide stipends, gift cards, or other forms of financial support to program participants, Grantee must adhere to the following documentation requirements:
 - a. Record the amount of financial support that was provided in the DVP data management system.
 - b. For checks and gift cards, have the participant sign a paper copy of the check or gift card and keep the signed copy in a secure location for review by DVP staff during site visits.

SCHEDULE B-2

Invoicing Schedule

Schedule B-2 provides information on the due date and amount of each invoice that Grantee is expected to submit to the DVP to receive payment for services. Detailed information about invoice dates and amounts begins on the next page.

Schedule of Grantee invoices for the following service category: Youth Diversion.

Payment	Due Date	Amount
Q1	January 31, 2024	\$21,250.00 (12.5% of total)
Q2	April 30, 2024	\$21,250.00 (12.5% of total)
Q3	July 19, 2024	\$21,250.00 (12.5% of total)
Q4	October 31, 2024	\$21,250.00 (12.5% of total)
Q5	January 31, 2025	\$21,250.00 (12.5% of total)
Q6	April 30, 2025	\$21,250.00 (12.5% of total)
Q7	July 18, 2025	\$21,250.00 (12.5% of total)
Q8	October 31, 2025	\$21,250.00 (12.5% of total)
Total		\$170,000.00

Schedule of Grantee invoices for the following service category: GBV Therapeutic Support.

Payment	Due Date	Amount
Q1	January 31, 2024	\$50,000 (12.5% of total)
Q2	April 30, 2024	\$50,000 (12.5% of total)
Q3	July 19, 2024	\$50,000 (12.5% of total)
Q4	October 31, 2024	\$50,000 (12.5% of total)
Q5	January 31, 2025	\$50,000 (12.5% of total)
Q6	April 30, 2025	\$50,000 (12.5% of total)
Q7	July 18, 2025	\$50,000 (12.5% of total)
Q8	October 31, 2025	\$50,000 (12.5% of total)
Total		\$400,000

SCHEDULE B-3

Budget Information

Schedule B-3 provides budget information for each service category within Grantee's scope of work. Schedule B-3 also includes budget information for any subgrantees who will perform a portion of Grantee's scope of work. Budget information begins on the next page.

Fiscal Year Budget

OUSD JJC - Youth Diversion

[Quick View Information](#)

Funding Code

Is this budget for the lead agency or subgrantee?

Lead agency

Fiscal Year

FY 23-24

Contract Start Date

10/01/2023

Contract End Date

09/30/2004

FY Budget

DIRECT COSTS

PERSONNEL

If there are multiple staff with the same position, please list on the same line and denote the number of staff and % FTE. For example, 'Case Managers (3)', '300%'.

Lead Agency Positions	Annual Salary	% FTE on Project	DVP Request
Position - A Coordinator JJC	Salary - A \$128,613.00	% - A 0.47	Salary Request - A \$60,000.00
Position - B	Salary - B \$0.00	% - B 0	Salary Request - B \$0.00
Position - C	Salary - C \$0.00	% - C 0	Salary Request - C \$0.00
Position - D	Salary - D \$0.00	% - D 0	Salary Request - D \$0.00
Position - E	Salary - E \$0.00	% - E 0	Salary Request - E \$0.00
Position - F	Salary - F \$0.00	% - F 0	Salary Request - F \$0.00
Position - G	Salary - G \$0.00	% - G 0	Salary Request - G \$0.00
Position - H	Salary - H \$0.00	% - H 0	Salary Request - H \$0.00
Personnel Subtotal			Request Personnel Subtotal - Direct Costs 60000
		0.34	\$20,400.00

Fringe Benefits & Rates

Fringe Rate - %

Request - Fringe Benefits and Rates

Personnel & Fringe Benefits Subtotal

Request Direct Costs & Fringe Benefit Personnel Subtotal

80400

Personnel & Fringe Benefits Expenditures Explanation

Salary and benefits for Coordinator JJC

OPERATING EXPENSES/OTHER

Emergency Support Funds - Request

\$0.00

Equipment/Computer Upgrades - Request

\$1,400.00

Office Rent - Request

\$0.00

Facility/Classroom Rental - Request

\$0.00

General Office Supplies/Software - Request

\$400.00

Staff Training - Request

\$0.00

Program Materials and Supplies - Request

\$2,500.00

Telephone/Internet Communications - Request

\$0.00

Travel/Transportation - Request

\$300.00

Consultants (not sub grantees) - Request

\$0.00

Other Operating Expenses - Request

\$0.00

Operating Expenses/Other Subtotal

Request Subtotal - Operating Expenses/Other

4600

Operating Expenses/Other Expenditures Explanation

Program Supplies and materials to ensure Coordinator is able to implement program. Includes basic supplies for meetings and operations.

WAGES, STIPENDS, and FLEXIBLE FUNDS

Wages (wage/hour x #hours) per client
\$0.00

Wage (wage/hour x #hours) - # OF CLIENTS
0

Wage (wage/hour x #hours) - Request
\$0.00

Stipends per client
\$0.00

Stipend - # OF CLIENTS
0

Stipend - Request
\$0.00

Flexible funds/client incentives per client
\$0.00

Flexible funds/client incentives - # OF CLIENTS
0

Flexible funds/client incentives - Request
\$0.00

0

Wages, Stipends, and Flexible Funds Subtotal

Request Subtotal - Wages, Stipends and Flexible Funds

Wages, Stipends, and Flexible Funds Expenditures Explanation

SUBGRANTEES

Subgrantee - A

Subgrantee A - Request

\$0.00

Subgrantee - B

Subgrantee B - Request

\$0.00

Subgrantee - C

Subgrantee C - Request

\$0.00

Subgrantee - D

Subgrantee D - Request

\$0.00

Subgrantee - E

Subgrantee E - Request

\$0.00

Subgrantees Subtotal

Request - Subgrantee Subtotal

0

Subgrantees Expenditures Explanation

DIRECT COST SUBTOTAL

Request Direct Cost Subtotal

85000

INDIRECT COSTS

Indirect Cost Rate -

Indirect Cost - Request

(may not exceed 15% of the total direct costs)

%

\$0.00

0

GRAND TOTAL

Request Grand Total

85000

Program Officer Section

Is this budget approved?

Yes

DVP Staff Approval Signature

Name

Vanessa Floyd-Rodriguez

Signature



Witnessed By

Vanessa Floyd-Rodriguez on 10/11/2023 18:16 CDT

Funding Code 1

Fiscal Year Budget

OUSD JJC - Youth Diversion

[Quick View Information](#)

Funding Code

Is this budget for the lead agency or subgrantee?

Lead agency

Fiscal Year

FY 24-25

Contract Start Date

10/01/2024

Contract End Date

09/30/2025

FY Budget

DIRECT COSTS

PERSONNEL

If there are multiple staff with the same position, please list on the same line and denote the number of staff and % FTE. For example, 'Case Managers (3)', '300%'.

Lead Agency Positions	Annual Salary	% FTE on Project	DVP Request
Position - A	Salary - A \$128,613.00	% - A 0.47	Salary Request - A \$60,000.00
Position - B	Salary - B \$0.00	% - B 0	Salary Request - B \$0.00
Position - C	Salary - C \$0.00	% - C 0	Salary Request - C \$0.00
Position - D	Salary - D \$0.00	% - D 0	Salary Request - D \$0.00
Position - E	Salary - E \$0.00	% - E 0	Salary Request - E \$0.00
Position - F	Salary - F \$0.00	% - F 0	Salary Request - F \$0.00
Position - G	Salary - G \$0.00	% - G 0	Salary Request - G \$0.00
Position - H	Salary - H \$0.00	% - H 0	Salary Request - H \$0.00
Personnel Subtotal			Request Personnel Subtotal - Direct Costs 60000
		0.34	\$20,400.00

Fringe Benefits & Rates

Fringe Rate - %

Request - Fringe Benefits and Rates

Personnel & Fringe Benefits Subtotal

Request Direct Costs & Fringe Benefit Personnel Subtotal

80400

Personnel & Fringe Benefits Expenditures Explanation

Salary and Benefits for Coordinator JJC

OPERATING EXPENSES/OTHER

Emergency Support Funds - Request

\$0.00

Equipment/Computer Upgrades - Request

\$1,350.00

Office Rent - Request

\$0.00

Facility/Classroom Rental - Request

\$0.00

General Office Supplies/Software - Request

\$600.00

Staff Training - Request

\$0.00

Program Materials and Supplies - Request

\$2,250.00

Telephone/Internet Communications - Request

\$400.00

Travel/Transportation - Request

\$0.00

Consultants (not sub grantees) - Request

\$0.00

Other Operating Expenses - Request

\$0.00

Request Subtotal - Operating Expenses/Other

4600

Operating Expenses/Other Expenditures Explanation

Program Supplies and materials to ensure Coordinator is able to implement program. Includes basic supplies for meetings and operations.

Operating Expenses/Other Subtotal

WAGES, STIPENDS, and FLEXIBLE FUNDS

Wages (wage/hour x #hours) per client

\$0.00

Stipends per client

\$0.00

Flexible funds/client incentives per client

\$0.00

Wage (wage/hour x #hours) - # OF CLIENTS

0

Stipend - # OF CLIENTS

0

Flexible funds/client incentives - # OF CLIENTS

0

Wage (wage/hour x #hours) - Request

\$0.00

Stipend - Request

\$0.00

Flexible funds/client incentives - Request

\$0.00

0

Wages, Stipends, and Flexible Funds Subtotal

Request Subtotal - Wages, Stipends and Flexible Funds

Wages, Stipends, and Flexible Funds Expenditures Explanation

SUBGRANTEES

Subgrantee - A

Subgrantee A - Request
\$0.00

Subgrantee - B

Subgrantee B - Request
\$0.00

Subgrantee - C

Subgrantee C - Request
\$0.00

Subgrantee - D

Subgrantee D - Request
\$0.00

Subgrantee - E

Subgrantee E - Request
\$0.00

Subgrantees Subtotal

Request - Subgrantee Subtotal
0

Subgrantees Expenditures Explanation

DIRECT COST SUBTOTAL

Request Direct Cost Subtotal
85000

INDIRECT COSTS

(may not exceed 15% of the total direct costs)

Indirect Cost Rate - %
0

Indirect Cost - Request
\$0.00

GRAND TOTAL

Request Grand Total
85000

Program Officer Section

Is this budget approved?

Yes

DVP Staff Approval Signature

Name

Vanessa Floyd-Rodriguez

Signature



Witnessed By

Vanessa Floyd-Rodriguez on 10/11/2023 18:17 CDT

Funding Code 1

Fiscal Year Budget

OUSDOE - Therapeutic Support for Gender-Based Violence

[Quick View Information](#)

Funding Code

Is this budget for the lead agency or subgrantee?

Lead agency

Fiscal Year

FY 23-24

Contract Start Date

10/01/2023

Contract End Date

09/30/2025

FY Budget

DIRECT COSTS

PERSONNEL

If there are multiple staff with the same position, please list on the same line and denote the number of staff and % FTE. For example, 'Case Managers (3)', '300%'.

Lead Agency Positions	Annual Salary	% FTE on Project	DVP Request
Position - A	Salary - A	% - A	Salary Request - A
AAFE/LSA Facilitators (4 at .20FTE)	\$240,000.00	0.2	\$48,820.75
Position - B	Salary - B	% - B	Salary Request - B
AAFE Program Manager	\$142,032.00	0.34	\$48,025.78
Position - C	Salary - C	% - C	Salary Request - C
LSA Program Manager	\$142,032.00	0.34	\$48,025.78
Position - D	Salary - D	% - D	Salary Request - D
	\$0.00	0	\$0.00
Position - E	Salary - E	% - E	Salary Request - E
	\$0.00	0	\$0.00
Position - F	Salary - F	% - F	Salary Request - F
	\$0.00	0	\$0.00
Position - G	Salary - G	% - G	Salary Request - G
	\$0.00	0	\$0.00
Position - H	Salary - H	% - H	Salary Request - H
	\$0.00	0	\$0.00

Position - I	Salary - I	% - I	Salary Request - I
	\$0.00	0	\$0.00
Personnel Subtotal			Request Personnel Subtotal - Direct Costs 144872.31
Fringe Benefits & Rates		Fringe Rate - %	Request - Fringe Benefits and Rates
		0	\$0.00
Personnel & Fringe Benefits Subtotal			Request Direct Costs & Fringe Benefit Personnel Subtotal 144872.31

Personnel & Fringe Benefits Expenditures Explanation

The 4 Site Facilitators are spending 20% of their time on facilitating weekly groups and mentoring the students participating in this project. The base salary for the Site Facilitators is \$60,000 including benefits. OUSD Fringe benefit rate of 45% is included in the total salary amounts for our site facilitators and program managers. Two program managers will be responsible for the planning, directing and implementation of the project 34% of the time at base salary of \$142,030 including benefits.

OPERATING EXPENSES/OTHER

Emergency Support Funds - Request	\$0.00
Equipment/Computer Upgrades - Request	\$0.00
Facility/Classroom Rental - Request	\$0.00
General Office Supplies/Software - Request	\$0.00
Office Rent - Request	\$0.00
Program Materials and Supplies - Request	\$20,827.69
Staff Training - Request	\$0.00
Telephone/Internet Communications - Request	\$0.00
Travel/Transportation - Request	\$0.00
Consultants (not sub grantees) - Request	\$13,000.00
Other Operating Expenses - Request	\$0.00
Request Subtotal - Operating Expenses/Other	33827.69

Operating Expenses/Other Expenditures Explanation

All groups, events, and activities will provide weekly snacks for girls. Food for circles is calculated at \$290-520 per week. The total cost of food is estimated at \$20,828 per 10 month school year. Traditional Healers will be contracted as consultants to provide and implement healing practices to our participants and direct program staff at \$13,000 per year.

WAGES, STIPENDS, and	Wages	Wage	Wage (wage/hour x #hours) - Request
	(wage/hour x	(wage/hour x	\$0.00

FLEXIBLE FUNDS

#hours) per client	#hours) - # OF CLIENTS
\$0.00	0
Stipends per client	Stipend - # OF CLIENTS
\$0.00	0
Flexible funds/client incentives per client	Flexible funds/client incentives - # OF CLIENTS
\$135.00	100

Stipend - Request
\$0.00
Flexible funds/client incentives - Request
\$13,500.00

Wages, Stipends, and Flexible Funds Subtotal**Request Subtotal - Wages, Stipends and Flexible Funds**
13500**Wages, Stipends, and Flexible Funds Expenditures Explanation**

Incentives will be provided to girls for participating in activities outside of group time, including fieldtrips and referrals to receive social, emotional, or academic support. Incentive items are to be determined, but can include personalized items in care packages with hygiene and beauty supplies, self-care, and wellness supplies. Estimated at \$135 per participant, for up to 100 youth and family participants per year.

SUBGRANTEES

Subgrantee - A**Subgrantee A - Request**
\$0.00**Subgrantee - B****Subgrantee B - Request**
\$0.00**Subgrantee - C****Subgrantee C - Request**
\$0.00**Subgrantee - D****Subgrantee D - Request**
\$0.00**Subgrantee - E****Subgrantee E - Request**
\$0.00**Subgrantees Subtotal****Request - Subgrantee Subtotal**
0**Subgrantees Expenditures Explanation**

DIRECT COST SUBTOTAL

Request Direct Cost Subtotal
192200**INDIRECT COSTS****(may not exceed 15% of the total direct costs)****Indirect Cost Rate - %**
0.04**Indirect Cost - Request**
\$7,800.00

GRAND TOTAL

Request Grand Total
200000

Program Officer Section

Is this budget approved?

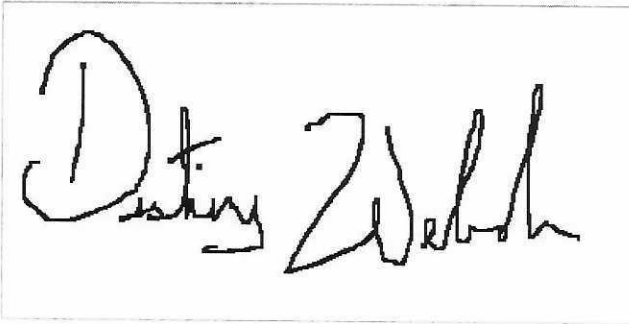
Yes

DVP Staff Approval Signature

Destiny Webster

Name

Signature

A handwritten signature in black ink, reading "Destiny Webster", enclosed in a thin black rectangular border.

Witnessed By

Destiny Webster on 11/06/2023 17:04 CST

SPO Number

Payment Schedule

Advance Payment

\$0.00

Q1 Scheduled Payment

\$0.00

Q2 Scheduled Payment

\$0.00

Q3 Scheduled Payment

\$0.00

Q4 Scheduled Payment

\$0.00

Total FY Payment

0

System Fields

Linked 'Quarterly Spend Down' Records

Quarterly Spend Down Links

Linked 'Grant Payment Authorization' Records

Link Instructions

Fiscal Year Budget

OUSDOE - Therapeutic Support for Gender-Based Violence

Quick View Information

Funding Code

Is this budget for the lead agency or subgrantee?

Lead agency

Fiscal Year

FY 24-25

Contract Start Date

10/01/2023

Contract End Date

09/30/2025

FY Budget

DIRECT COSTS

PERSONNEL

If there are multiple staff with the same position, please list on the same line and denote the number of staff and % FTE. For example, 'Case Managers (3)', '300%'.

Lead Agency Positions	Annual Salary	% FTE on Project	DVP Request
Position - A	Salary - A	% - A	Salary Request - A
AAFE/LSA Facilitators (4 at 20% FTE)	\$240,000.00	0.2	\$48,820.75
Position - B	Salary - B	% - B	Salary Request - B
AAFE Program Manager	\$142,032.00	0.34	\$48,025.78
Position - C	Salary - C	% - C	Salary Request - C
LSA Program Manager	\$142,032.00	0.34	\$48,025.78
Position - D	Salary - D	% - D	Salary Request - D
	\$0.00	0	\$0.00
Position - E	Salary - E	% - E	Salary Request - E
	\$0.00	0	\$0.00
Position - F	Salary - F	% - F	Salary Request - F
	\$0.00	0	\$0.00
Position - G	Salary - G	% - G	Salary Request - G
	\$0.00	0	\$0.00
Position - H	Salary - H	% - H	Salary Request - H
	\$0.00	0	\$0.00

Position - I	Salary - I	% - I	Salary Request - I
	\$0.00	0	\$0.00
Personnel Subtotal			Request Personnel Subtotal - Direct Costs 144872.31
Fringe Benefits & Rates		Fringe Rate - %	Request - Fringe Benefits and Rates
		0	\$0.00
Personnel & Fringe Benefits Subtotal			Request Direct Costs & Fringe Benefit Personnel Subtotal 144872.31

Personnel & Fringe Benefits Expenditures Explanation

Four Site Facilitators are spending 20% of their time on facilitating weekly groups and mentoring the students participating in this project. The base salary for the Site Facilitators is \$60,000 including benefits. OUSD Fringe benefit rate of 45% is included in the total salary amounts for our site facilitators and program managers. Two program managers will be responsible for the planning, directing and implementation of the project 34% of the time at base salary of \$142,030 including benefits.

OPERATING EXPENSES/OTHER

Emergency Support Funds - Request

\$0.00

Equipment/Computer Upgrades - Request

\$0.00

Facility/Classroom Rental - Request

\$0.00

General Office Supplies/Software - Request

\$0.00

Office Rent - Request

\$0.00

Program Materials and Supplies - Request

\$20,827.69

Staff Training - Request

\$0.00

Telephone/Internet Communications - Request

\$0.00

Travel/Transportation - Request

\$0.00

Consultants (not sub grantees) - Request

\$13,000.00

Other Operating Expenses - Request

\$0.00

Request Subtotal - Operating Expenses/Other

33827.69

Operating Expenses/Other Subtotal

Operating Expenses/Other Expenditures Explanation

All groups, events, and activities will provide weekly snacks for girls. Food for circles is calculated at \$290-520 per week. The total cost of food is estimated at \$20,828 per 10 month school year. Traditional Healers will be contracted as consultants to provide and implement healing practices to our participants and direct program staff at \$13,000 per year.

WAGES, STIPENDS, and	Wages	Wage	Wage (wage/hour x #hours) - Request
	(wage/hour x	(wage/hour x	\$0.00

FLEXIBLE FUNDS

#hours) per client	#hours) - # OF CLIENTS
\$0.00	0
Stipends per client	Stipend - # OF CLIENTS
\$0.00	0
Flexible funds/client incentives per client	Flexible funds/client incentives - # OF CLIENTS
\$135.00	100

Stipend - Request
\$0.00

Flexible funds/client incentives - Request
\$13,500.00

Wages, Stipends, and Flexible Funds Subtotal

Request Subtotal - Wages, Stipends and Flexible Funds
13500

Wages, Stipends, and Flexible Funds Expenditures Explanation

Incentives will be provided to girls for participating in activities outside of group time, including fieldtrips and referrals to receive social, emotional, or academic support. Incentive items are to be determined, but can include personalized items in care packages with hygiene and beauty supplies, self-care, and wellness supplies. Estimated at \$135 per participant, for up to 100 youth and family participants per year.

SUBGRANTEES

Subgrantee - A

Subgrantee A - Request
\$0.00

Subgrantee - B

Subgrantee B - Request
\$0.00

Subgrantee - C

Subgrantee C - Request
\$0.00

Subgrantee - D

Subgrantee D - Request
\$0.00

Subgrantee - E

Subgrantee E - Request
\$0.00

Subgrantees Subtotal

Request - Subgrantee Subtotal
0

Subgrantees Expenditures Explanation

Request Direct Cost Subtotal
192200

DIRECT COST SUBTOTAL

INDIRECT COSTS

(may not exceed 15% of the total direct costs)

Indirect Cost Rate - %
0.04

Indirect Cost - Request
\$7,800.00

GRAND TOTAL

Request Grand Total
200000

Program Officer Section

Is this budget approved?

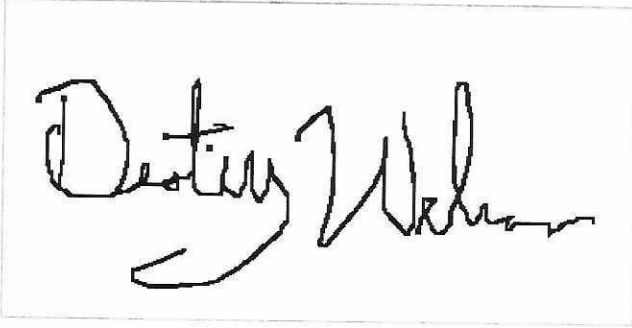
Yes

DVP Staff Approval Signature

Destiny Webster

Name

Signature

A rectangular box containing a handwritten signature in black ink. The signature is written in a cursive style and appears to read "Destiny Webster".

Witnessed By

Destiny Webster on 11/06/2023 17:05 CST

SPO Number

Payment Schedule

Advance Payment

\$0.00

Q1 Scheduled Payment

\$0.00

Q2 Scheduled Payment

\$0.00

Q3 Scheduled Payment

\$0.00

Q4 Scheduled Payment

\$0.00

Total FY Payment

0

System Fields

Linked 'Quarterly Spend Down' Records

Quarterly Spend Down Links

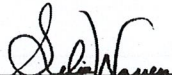
Linked 'Grant Payment Authorization' Records

Link Instructions

2023 SEP 29 PM 4:57

FILED
OFFICE OF THE CITY CLERK
OAKLAND

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 89899 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE GRANT AGREEMENTS WITH TWENTY-FOUR NON-PROFIT ORGANIZATIONS AND PUBLIC AGENCIES TO PROVIDE VIOLENCE PREVENTION AND INTERVENTION SERVICES FOR THE PERIOD OF OCTOBER 1, 2023, TO JUNE 30, 2025, IN A TOTAL AMOUNT NOT TO EXCEED TWENTY-EIGHT MILLION EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$28,087,500), WITH THE ABILITY TO EXTEND AGREEMENTS FOR AN ADDITIONAL THREE MONTHS IN AN AMOUNT NOT TO EXCEED FOUR MILLION TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$4,012,500) CONTINGENT ON AVAILABLE FUNDS

WHEREAS, Oakland voters passed the Measure Z Public Safety and Services Violence Prevention Act (Measure Z) in November 2014, which approved the collection of taxes for 10 years to fund violence prevention and intervention objectives and established a Public Safety and Services Violence Prevention Oversight Commission (SSOC) to oversee Measure Z expenditures; and

WHEREAS, the Oakland Police Department, Oakland Fire Department, and Oakland Department of Violence Prevention (DVP) administer Measure Z funds for violence prevention and intervention programs and services; and

WHEREAS, on June 24, 2021, City Council adopted the Biennial Budget for Fiscal Years 2021-23 (Resolution No. 88717 C.M.S.), which allocated general purpose funds to the Department of Violence Prevention in the amount of \$7,000,000 in Fiscal Year 2021-22 and \$10,000,000 in Fiscal Year 2022-23 to address the dramatic uptick in community and gender-based violence during the pandemic as part of the City's efforts to Reimagine Public Safety; and

WHEREAS, DVP staff released a request for qualifications (RFQ) for violence prevention and intervention services on December 10, 2021, for applications due on February 3, 2022, and undertook a process in which trained reviewers read and scored the applications to determine if the applicants met minimum qualifications to perform the requested services; and

WHEREAS, the city received eighty-two (82) responsive applications from over seventy (70) agencies to provide violence prevention and intervention services and only one (1) agency received points for the city's Local/Small Local Business Enterprise contracting program; and

WHEREAS, the City entered into grant agreements with thirty-five (35) non-profit organizations and public agencies that were deemed the most qualified to provide violence intervention and prevention services outlined in the DVP's Fiscal Year 2022-2024 Strategic Spending Plan for the term of July 1, 2022, to September 30, 2023, following review and approval by the SSOC and City Council (Resolution No. 89273 C.M.S., Resolution No. 89462 C.M.S., Resolution No. 89648 C.M.S., Resolution No. 89796 C.M.S.); and

WHEREAS, on June 26, 2023, City Council adopted the Biennial Budget for Fiscal Years 2023-25 (Resolution No.89803 C.M.S. and File No. 23-0364), which allocated general purpose funds to the DVP for that time period; and

WHEREAS, the DVP recommends executing new grant agreements with 24 of the previously-funded non-profit organizations and public agencies, all of which were selected through the competitive request for qualifications process, for the term of October 1, 2023, to June 30, 2025, in the total amount of Twenty-Eight Million Eighty-Seven Thousand Five Hundred Dollars (\$28,087,500) to implement violence intervention programs and services outlined in the DVP's Fiscal Year 2022-2024 Strategic Spending Plan; and

WHEREAS, grant agreements will be supported by Eighteen Million Three Hundred Thirty Thousand Nine Hundred and Eight Dollars (\$18,330,908) appropriated in the Biennial Budget for Fiscal Year 2023-2025 using restricted funds collected for group and gun violence prevention programs as authorized by Measure Z, available in the Measure Z – Violence Prevention and Public Safety Act Fund (2252), Oakland Unite Organization (70211), Measure Z Program (PS37), and Measure Z, Projects TBD; and

WHEREAS, grant agreements will be supported by Two Million Eight Hundred Thousand Dollars (\$2,800,000) available in the Measure Z Reserve Fund using restricted funds collected for group and gun violence prevention programs as authorized by Measure Z, available in the Measure Z – Violence Prevention and Public Safety Act Fund (2252); and

WHEREAS, grant agreements will be supported by an anticipated One Million Five Hundred Fifty-Seven Thousand Eight Hundred Forty-Two Dollars (\$1,557,842) in Measure Z carryforward funds using restricted funds collected for group and gun violence prevention programs as authorized by Measure Z, available in the Measure Z – Violence Prevention and Public Safety Act Fund (2252); and

WHEREAS, grant amendments will be supported by Four Million Eight Hundred Sixteen Thousand Four Hundred Eighty Dollars (\$4,816,480) appropriated in the Biennial Budget for Fiscal Year 2023-2025 using general purpose funds, available in the General Purpose Fund (1010), Oakland Unite Organization (70211), Fostering Safe and Healthy Communities Program (SC22), General Purpose, Projects TBD; and

WHEREAS, the DVP is seeking approval to carryforward unspent funds from the General Purpose Fund (1010), Oakland Unite Organization (70211), Fostering Safe and Healthy Communities Program (SC22), Reimaging Public Safety, Project (1006367); and

WHEREAS, grant agreements will be supported by restricted carryforward funds appropriated in Fiscal Year 2021-2023 to address the dramatic uptick in community and gender-

based violence during the pandemic as part of the City's efforts, available in the Reimagine Public Safety General Purpose Fund (1010), Oakland Unite Organization (70211), Fostering Safe and Healthy Communities Program (SC22), Reimagining Public Safety, Project (1006367); and

WHEREAS, if available funds change during the mid-cycle budget, including if additional Measure Z revenues become available, DVP will use these additional Fiscal Year 2022-2023 Measure Z revenues prior to use of Measure Z Reserve funds– Violence Prevention and Public Safety Act of 2014 Fund (2252), Oakland Unite Organization (70211), Measure Z Reserve Project 1004313 to cover the difference; and

WHEREAS, if additional funds are appropriated following the term of these contracts, the City Administrator has the authority to extend contracts at the same funding rate through September 30, 2025, without returning to council; now, therefore, be it

RESOLVED: That the City Administrator is hereby authorized to award grant agreements to the non-profit organizations and public agencies listed in Tables 1-4 for the period of October 1, 2023, to June 30, 2025, in a total amount not to exceed Twenty-Eight Million Eighty-Seven Thousand Five Hundred Dollars (\$28,087,500)

Table 1. Grant Agreement Recommendations for the Group Violence Strategy.

Service category	Agency	Grant amount
Violence interruption	Building Opportunities for Self-Sufficiency	\$1,050,000
	Communities United for Restorative Youth Justice	\$525,000
	Community & Youth Outreach	\$700,000
	Trybe	\$525,000
	Youth ALIVE!	\$1,050,000
Hospital response	Youth ALIVE!	\$656,250
Family support	Youth ALIVE!	\$481,250
Emergency relocation	Youth ALIVE!	\$463,750
Youth diversion	Community Works West	\$350,000
	National Institute for Criminal Justice Reform	\$350,000
	Oakland Unified School District	\$148,750
Youth life coaching	East Bay Asian Youth Center	\$857,500
	Safe Passages	\$481,250
	The Mentoring Center	\$481,250
Adult life coaching	Abode Services	\$262,500
	Communities United for Restorative Youth Justice	\$525,000
	Community & Youth Outreach	\$822,500
	Roots Community Health Center	\$472,500
	The Mentoring Center	\$822,500
Total		\$10,075,000

Table 2. Grant Agreement Recommendations for the Gender-Based Violence Strategy.

Service category	Agency	Grant amount
24-hour hotline	Family Violence Law Center	\$700,000
	Family Violence Law Center	\$437,500

Service category	Agency	Grant amount
24-hour bedside advocacy	Ruby's Place	\$437,500
Emergency shelter	Covenant House	\$700,000
	Family Violence Law Center	\$350,000
	Sister to Sister 2	\$350,000
Transitional housing	Building Opportunities for Self-Sufficiency	\$525,000
Life coaching	East Bay Asian Youth Center	\$437,500
Legal advocacy	Family Violence Law Center	\$1,137,500
Therapeutic support	Building Opportunities for Self-Sufficiency	\$525,000
	Family Violence Law Center	\$525,000
	Oakland Unified School District	\$350,000
Safe space alternative	Oakland LGBTQ Community Center	\$262,500
	Youth Women's Freedom Center	\$350,000
Total		\$7,487,500

Table 3. Grant Agreement Recommendations for the Community Healing Strategy.

Service category	Agency	Grant amount
Healing and restorative activities	Building Opportunities for Self-Sufficiency	\$437,500
	Catholic Charities of the Diocese of Oakland	\$350,000
	Restorative Justice for Oakland Youth	\$350,000
	Movement Strategy Center	\$612,500
Neighborhood and community teams	Building Opportunities for Self-Sufficiency	\$630,000
	Community & Youth Outreach	\$630,000
	Communities United for Restorative Youth Justice	\$630,000
	Roots Community Health Center	\$630,000
	Trybe	\$630,000
Therapeutic support	Catholic Charities of the Diocese of Oakland	\$350,000
Total		\$5,250,000

Table 4. Grant Agreement Recommendations for the School Violence Intervention and Prevention Program Strategy.

Service category	Agency	Grant amount
Violence interruption	Communities United for Restorative Youth Justice	\$262,500
	Community & Youth Outreach	\$350,000
	Youth ALIVE!	\$481,250
Life coaching	Communities United for Restorative Youth Justice	\$262,500
	East Bay Asian Youth Center	\$525,000
	Student Program for Academic and Athletic Transitioning	\$350,000
	Youth ALIVE!	\$481,250
Gender-based violence services	Family Violence Law Center	\$1,400,000
Community healing	Restorative Justice for Oakland Youth	\$612,500

Service category	Agency	Grant amount
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; and be it

FURTHER RESOLVED: That grant agreements will be supported by Eighteen Million Three Hundred Thirty Thousand Nine Hundred and Eight Dollars (\$18,330,908) appropriated in the Biennial Budget for Fiscal Year 2023-2025 using restricted funds collected for group and gun violence prevention programs as authorized by Measure Z, available in the Measure Z – Violence Prevention and Public Safety Act Fund (2252), Oakland Unite Organization (70211), Measure Z Program (PS37), and Measure Z, Projects TBD; and be it

FURTHER RESOLVED: That grant agreements will be supported by Two Million Eight Hundred Thousand Dollars (\$2,800,000) available in the Measure Z Reserve Fund using restricted funds collected for group and gun violence prevention programs as authorized by Measure Z, available in the Measure Z – Violence Prevention and Public Safety Act Fund (2252); and be it

FURTHER RESOLVED: That grant agreements will be supported by an anticipated One Million Five Hundred Fifty-Seven Thousand Eight Hundred Forty-Two Dollars (\$1,557,842) in Measure Z carryforward funds using restricted funds collected for group and gun violence prevention programs as authorized by Measure Z, available in the Measure Z – Violence Prevention and Public Safety Act Fund (2252); and be it

FURTHER RESOLVED: That grant amendments will be supported by Four Million Eight Hundred Sixteen Thousand Four Hundred Eighty Dollars (\$4,816,480) appropriated in the Biennial Budget for Fiscal Year 2023-2025 using general purpose funds, available in the General Purpose Fund (1010), Oakland Unite Organization (70211), Fostering Safe and Healthy Communities Program (SC22), General Purpose, Projects TBD; and be it

FURTHER RESOLVED: That the DVP is seeking approval to carryforward unspent funds from the General Purpose Fund (1010), Oakland Unite Organization (70211), Fostering Safe and Healthy Communities Program (SC22), Reimagining Public Safety, Project (1006367); and be it

FURTHER RESOLVED: That grant agreements will be supported by restricted carryforward funds appropriated in Fiscal Year 2021-2023 to address the dramatic uptick in community and gender-based violence during the pandemic as part of the City's efforts, available in the Reimagine Public Safety General Purpose Fund (1010), Oakland Unite Organization (70211), Fostering Safe and Healthy Communities Program (SC22), Reimagining Public Safety, Project (1006367); and be it

FURTHER RESOLVED: That if available funds change during the mid-cycle budget, including if additional Measure Z revenues become available, DVP will use these additional Measure Z revenues prior to use of Measure Z Reserve funds– Violence Prevention and Public Safety Act of 2014 Fund (2252), Oakland Unite Organization (70211), Measure Z Reserve Project 1004313 to cover the difference; and be it

FURTHER RESOLVED: That if revised Measure Z Safety and Services Act revenue projections for Fiscal Year 2024-25 change, either positively or negatively, DVP may amend the grant agreements to adjust the grant amounts by the same percentage during the grant-award process; and be it

FURTHER RESOLVED: That if additional funds are appropriated by the City Council following the passage or renewal of a local measure supporting relevant programing, the City Administrator has the authority to extend contracts at the same rate and for the same purposes through September 30, 2025, in an amount not to exceed \$4,012,500, without returning to council; and be it

FURTHER RESOLVED: That any unexpended balances due to grantees not meeting their deliverables shall be placed into the Measure Z – Violence Prevention and Public Safety Act Fund (2252), Oakland Unite Organization (70211), and Measure Z Service Prior Year Reserve Project (1004313) or and/or General Purpose Fund (1010), Oakland Unite Organization (70211), Reimaging Public Safety Project (1006367); and be it

FURTHER RESOLVED: That the City Administrator or designee is authorized to complete all required negotiations, certifications, assurances, and documentation required to accept, modify, extend, and/or amend the above-referenced grants for services without increasing the amount of the grants except as specified above.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

SEP 19 2023

AYES - FIFE, GALLO, JENKINS, KALB, KAPLAN, RAMACHANDRAN, REID, AND
PRESIDENT FORTUNATO BAS - 8

NOES 0
ABSENT 0
ABSTENTION 0

ATTEST:


ASHA REED

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