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Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Chief Academic Officer
Rebecca Lacocque, Linked Learning Director

Meeting Date April 10, 2024

Subject First Amendment - Grant Agreement - City of Oakland - Oakland Fund for Children and Youth - ECCCO Program - High School Linked Learning Office

ACTION REQUESTED Approval by the Board of Education of a Grant Agreement's First Amendment by and between the District and The City of Oakland, in the amount of \$225,000. The funds are to provide stipends for students in summer internships as part of the Linked Learning pathways Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Technical, Skyline, Coliseum College Preparatory Academy, Life Academy, and MetWest High Schools for the period set forth below.

BACKGROUND

The City of Oakland has entered into two separate Grant Agreements for OUSD schools for the 20223-23 fiscal years. The City of Oakland has agreed to provide additional funding for Linked Learning and Newcomer Youth Wellness & Leadership Initiative and Student Engagement in Restorative Justice Programs for the fiscal year 2023-2024 by entering into an Amendment Agreement under their respective Grant Agreement for each program. At the October 28, 2023 board meeting, the First Amendment attached in the file ID 23-2283 incorrectly included the First Amendment for the Newcomer Youth Wellness & Leadership Initiative and Student Engagement in Restorative Justice Programs instead of the First Amendment for the Linked Learning ECCCO program as the October 28, 2023 board memo indicated. Therefore, the correct First Amendment to the Grant Agreement between the City of Oakland and District on behalf of Linked Learning is submitted to the Board of Education for approval.

File ID	Backup Document	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Yes	Grant	Oakland Unified School District's Linked Learning and McClymonds, Castlemont, Fremont, Dewey, Ruidsdale, Sojourner Truth, Bunche, Oakland High, Oakland Technical, Skyline, Coliseum College Preparatory Academy, Life Academy, and MetWest High Schools	Linked Learning grant to provide stipends for students in summer internships as part of Linked Learning's Exploring College, Career, and Community Options (ECCCO).	June 1, 2022 - September 30, 2023	City of Oakland, Oakland Fund for Children and Youth	\$225,000

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 school.

FISCAL IMPACT

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

- Grants valued at: \$225,000

RECOMMENDATION

Approval by the Board of Education of the Grant Agreement First Amendment for all OUSD High Schools for the fiscal years 2022-24, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

1. First Amendment to Grant Agreement for Linked Learning
2. Grant Agreement on behalf of Linked Learning dated December 15, 2022
3. City of Oakland, Oakland City Council Resolution No. 89772 C.M.S.

**FIRST AMENDMENT TO
GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
Oakland Unified School District**

PARTIES AND EFFECTIVE DATE

This *First Amendment to Grant Agreement* (“Agreement”) is made by and between the CITY OF OAKLAND, a municipal corporation (“City”), and Oakland Unified School District, a California public entity (“Grantee”) (collectively the “Parties”).

RECITALS

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

A. On June 7, 2022, the City Council passed Resolution No. 89245 C.M.S., which awarded a grant in the amount of Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) to Grantee for fiscal year 2022-2023.

B. On or around December 22, 2022 the City subsequently entered into a one-year grant agreement in the amount of Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) with Grantee (“Original Agreement”) for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A) and Budget (Attachment B).

C. On June 6, 2023, the City Council passed Resolution No. 89772 C.M.S., which appropriated additional funding for Grantee to continue its children and youth related programs in fiscal year 2023-2024.

D. The City and Grantee now desire to amend the Original Agreement on the terms and conditions hereinafter set forth in accordance with Resolution No. 89772 C.M.S.

E. The Original Agreement and this First Amendment shall hereinafter be collectively referred to as the “Agreement”.

NOW, THEREFORE, it is mutually understood and agreed by and between the undersigned parties that the Original Agreement is amended as follows:

AGREEMENT PROVISIONS

1. Scope of Work

Section 3 (“Scope of Work”) is hereby amended to read:

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 Amended Scope of Work attached to this Agreement as Schedule A-1 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 Robin Love.

2. Time of Performance

Section 5 (“Time of Performance”) is hereby amended to read:

The Grant term shall begin on **June 1, 2022** and shall end **September 30, 2023**.

3. Grant

Section 2 (“Grant”) is hereby amended to read:

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 Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) for FY 2022-23 and Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) for FY 2023-2024 (the “Grant”).

4. Events of Default and Remedies

The final sentence of Section 20 (“Events of Default and Remedies”) is hereby amended to read:

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **September 30, 2023**.

5. Ratification of Agreement

The Original Agreement, as modified by this First Amendment, remains in full force and effect, and the parties hereby ratify the same.

6. Effective Date

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

7. 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 or other email 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.

8. 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.

“CITY”

CITY OF OAKLAND, a municipal corporation

By: _____
City Administrator (date)

Approved for forwarding:

By: _____
Department Head (date)

“GRANTEE”

Oakland Unified School District, a California public entity


By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature: 
Date: 2/29/24

Approved as to form and legality:

By: _____
City Attorney’s Office

City Resolution No. 89772

Account No.: _____

Business License No. : _____

[END OF AGREEMENT]

Schedule A

SERVICE PROJECTIONS

Exploring College, Career, and Community Options (ECCCO)

Youth Participants Service Intensity

1-25 hours	26-50 hours	51-75 hours	76-100 hours
0	0	150	25
101-125 hours	126-150 hours	151-175 hours	176-200 hours
250	25	0	0
201-250 hours	251-300 hours	301-350 hours	351 or more hours
0	0	0	0
Total Youth Participants			450

Service Hours Projections

Only project services from June 1, 2023 to September 30, 2023.

Service Hours Projections (1)

Service Name

Summer Internship and CTE Program Participation

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date	Projected End Date
06/09/2023	07/28/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
450	100.00	45000

Calculation

100 hours total for an average internship or college CTE intensive + 10 hours of seminar time

Service Description

Students participate in internships or community college hands on Career Technical Education courses

Total Service Hours - Youth	45,000
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Schedule B

BUDGET

Exploring College, Career, and Community Options (ECCCO)

SETUP

- Personnel
- Other Direct Costs
 - Youth Wages
- Youth Stipends
- Subcontractors
- Indirect Costs

OFCY GRANT AWARD FY2022-2023

\$225,000.00

Advance Request

Would you like an advance?

- Yes No

Budget Summary

Item	Total Program Cost	OFCY Request	% of Total Program Cost
Personnel	\$528,200.00	\$0.00	0.0%
Other Direct Costs	\$43,200.00	\$0.00	0.0%
Youth Stipends	\$400,000.00	\$225,000.00	56.2%
Subcontractors	\$53,500.00	\$0.00	0.0%
Indirect Costs	\$31,920.00	\$0.00	0.0%
Total	\$1,056,820.00	\$225,000.00	21.3%

Budget Detail

PERSONNEL

- Create a separate line item for EACH individual staff working directly on the program.
- List all direct program staff responsible for the success of the project, even if their salaries or wages are being covered by other matching funds, and not OFCY funds. This will help OFCY better understand the total cost of operating your program.
- Do not include administrative staff not providing direct supervision of line staff or subcontractor.

personnel (1)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Work-Based Learning Coordinator	Tatiana Newman-Wade	115000.00	52.2%	60000.00	0.00

Budget justification and calculations

WBL Coordinator leads teacher and and WBL Liaison PD, designs student placement process, finalizes agreements with all internship site hosts and community colleges, manages stipend payments and all revenue and expenditures.

personnel (2)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Coordinator of Trades and	Apprenticeships				

Emiliano
Sanchez

120000.00

16.7%

20000.00

0.00

Budget justification and calculations

Arranges all internships and community college CTE programs in the skilled trades
personnel (3)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Business to School Coordinator	Gilbert Peter Jr.	115000.00	8.7%	10000.00	0.00

Budget justification and calculations

Establishes internship partnerships with large corporations
personnel (4)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
K-12 Pathways Coordinator	Rona Zollinger	120000.00	8.3%	10000.00	0.00

Budget justification and calculations

Arranges all summer CTE Intensives with Peralta colleges outside of the skilled trades
personnel (5)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
WBL Liaison - Oakland Tech	Terrance Holliday	70000.00	21.4%	15000.00	0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.
personnel (6)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
WBL Liaison - Oakland High	Theresa Barnes	73000.00	21.9%	16000.00	0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.
personnel (7)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Pathway Coach + WBL Lead - Skyline	Shanti Elliott	110000.00	10.9%	12000.00	0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.
personnel (8)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
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WBL Liaison -
Castlemont

Angelica Rubi

70000.00

25.7%

18000.00

0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.

personnel (9)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Pathway Coach + WBL Lead - Fremont	David Maduli	115000.00	8.7%	10000.00	0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.

personnel (10)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
WBL Liaison - Madison Park Academy	Brianna Wilkinson	68000.00	14.7%	10000.00	0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.

personnel (11)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
WBL Liaison - Rudsdale + Sojourner Truthw	Jenny Romero	70000.00	12.9%	9000.00	0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.

personnel (12)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
College and Career Coordinator - McClymonds	Colleen Piper	113000.00	8.8%	10000.00	0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.

personnel (13)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Internship and Dual Enrollment Coordinator - Coliseum College Prep	Claudia Walker	100000.00	8.0%	8000.00	0.00

Budget justification and calculations

Co-leads Career Awareness and Job Search Skill Activities with pathway teachers, promotes internship opportunities and supports students' placement process.

personnel (14)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher #1	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (15)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (16)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher #3	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (17)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher #4	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (18)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher #5	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (19)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
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Summer ECCCO Advisor/Teacher #6	?	11000.00	100.0%	11000.00	0.00
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Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (20)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
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Summer ECCCO Advisor/Teacher #7	?	11000.00	100.0%	11000.00	0.00
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Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (21)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
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Summer ECCCO Advisor/Teacher #8	?	11000.00	100.0%	11000.00	0.00
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Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (22)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
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Summer ECCCO Advisor/Teacher #9	?	11000.00	100.0%	11000.00	0.00
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Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (23)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
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Summer ECCCO Advisor/Teacher #10	?	11000.00	100.0%	11000.00	0.00
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Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (24)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
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Summer ECCCO Advisor/Teacher	?	11000.00	100.0%	11000.00	0.00
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#11

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (25)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher #12	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (26)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher #13	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (27)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher #14	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (28)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Summer ECCCO Advisor/Teacher #15	?	11000.00	100.0%	11000.00	0.00

Budget justification and calculations

Case manage cohort of student interns from the teacher's pathway & lead weekly seminars for the cohort.

personnel (29)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Administrative Assistant	Jessica Umana	60000.00	10.0%	6000.00	0.00

Budget justification and calculations

Payroll, manage student stipend payent processing, support Demonstration of Mastery event planning.

Staff Subtotal **\$379,000.00** **\$0.00**

	Fringe Rate	Total Program Cost	OFCY Request
Fringe Benefits	39.4%	149200.00	0.00

Budget justification and calculations

Average benefits in OUSD cost 40% of gross pay

Staff and Fringe Subtotal **\$528,200.00** **\$0.00**

Other Direct Costs

other direct cost (1)

Item	Item - other	Total Program Cost	OFCY Request
Travel		22200.00	0.00

Budget justification and calculations

We will purchase bus tickets for students to travel to their internships, college classes, and weekly seminars. We will purchase BART tickets for students to travel to their internships, college classes, and weekly seminars.

other direct cost (2)

Item	Item - other	Total Program Cost	OFCY Request
Food		15000.00	0.00

Budget justification and calculations

We will purchase food to serve at the Demonstration of Mastery (DOM). The DOM is end of program celebration for students, parents and community partners to showcase students learning over the course of their college classes and internships.

other direct cost (3)

Item	Item - other	Total Program Cost	OFCY Request
Other	Event Planner	2000.00	0.00

Budget justification and calculations

Hire event planner to coordinate the Demonstration of Mastery.

other direct cost (4)

Item	Item - other	Total Program Cost	OFCY Request
Program Materials		4000.00	0.00

Budget justification and calculations

Materials for Demonstration of Matery (chairs, tents, tables, balloons, etc.). Cosmetology supplies for student participating in Intro to Cosmetology course at Laney College.

Other Direct Costs Subtotal **\$43,200.00** **\$0.00**

SUBCONTRACTORS

subcontractor (1)

Contractor Name			Total Program Cost	OFCY Request
Greg Cluster			20000.00	0.00
Email Address	Phone Number			
greg.cluster@ousd.org	(510) 435-6115			
Street Address				
2725 26th Ave.				
City	State	ZIP Code		
Oakland	CA	94601		

Proposed services and activities

Constulant hired to support program design.

Budget justification and calculations

Paying \$20,000 to support program design January-June.

subcontractor (2)

			Total Program Cost	OFCY Request
Contractor Name				
Cypress Mandela			33500.00	0.00
Email Address		Phone Number		
qriley@cypressmandela.org		(510) 208-7350		
Street Address				
977 66th Ave				
City	State	ZIP Code		
Oakland	CA	94621		

Proposed services and activities

We contract with Cypress Mandela to provide instruction in construction to 25 interns.

Budget justification and calculations

We contract with Cypress Mandela to provide instruction in construction to 25 interns.

Subcontractors Subtotal	\$53,500.00	\$0.00
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Youth Stipends

youth stipend (1)

# of youth	Stipend Amount	# Hours/ week	# Weeks/ year	Total Program Cost	OFCY Request
350	1000.00	20.00	6.00	350000.00	175000.00

Budget justification and calculations

Students in Internships or Career Technical Intensives for a total of 100-150 hours receive a minimum \$1000 stipend. Some stipends are covered by internship host sites but most by the ECCCO program, dependent on OFCY funding.

youth stipend (2)

# of youth	Stipend Amount	# Hours/ week	# Weeks/ year	Total Program Cost	OFCY Request
100	500.00	12.00	6.00	50000.00	50000.00

Budget justification and calculations

Students in Internships or Career Technical Intensives for a total of 50-75 hours receive \$500

Youth Stipends Subtotal	\$400,000.00	\$225,000.00
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Indirect Costs

	Total Program Cost	OFCY Request
Indirect Costs	31920.00	0.00

Budget justification and calculations

All indirect costs will be paid from other funding sources (not OFCY)

MATCHING FUNDS

Matching Funds in Budget	Matching Funds in Budget as % of OFCY Request
\$831,820.00	369.7%

2023 MAY 13 PM 6:53

FILED
OFFICE OF THE CITY CLERK
OAKLAND

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 89772 C.M.S.

RESOLUTION AWARDING OAKLAND FUND FOR CHILDREN AND YOUTH GRANT AGREEMENTS IN A TOTAL AMOUNT NOT TO EXCEED EIGHTEEN MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$18,837,382) TO PUBLIC AND NON-PROFIT AGENCIES TO PROVIDE SUMMER PROGRAMS, FROM JUNE 1, 2023 – SEPTEMBER 30, 2023, AND FULL YEAR PROGRAMS, FROM JULY 1, 2023 – JUNE 30, 2024

WHEREAS, the Kids First! Oakland Fund for Children and Youth (OFCY) was established by voter approved ballot Measure K in 1996 to set money aside for programs and services benefiting children and youth; and

WHEREAS, OFCY was extended for 12 years by voter approval in 2009 (Measure D); and

WHEREAS, pursuant to the authority provided in Charter section 1307, the City Council adopted Ordinance No. 13588 C.M.S. on March 3, 2020, which extended OFCY an additional twelve (12) years, beginning July 1, 2021, and continuing through June 30, 2033; and

WHEREAS, the Planning and Oversight Committee (POC) was established pursuant to Measure K to provide oversight and direction for the OFCY planning and funding review process; and

WHEREAS, Charter section 1305 requires, among other things, that the POC prepare Three-Year Strategic Investment Plans for Council approval, solicit funding applications from private non-profit and public agencies through an open and fair application process, and make funding recommendations; and

WHEREAS, in December 2021, the City Council approved the OFCY Strategic Investment Plan for FY 2022-2025 (Resolution No. 88929 C.M.S.) with priority areas: 1. Social-emotional Well- Being in Early Childhood, 2. Family Resource Centers and Parent Engagement, 3. Comprehensive School-Based Afterschool at Elementary Schools, 4.

Comprehensive School- Based Afterschool at Middle Schools, 5. Middle School Engagement, Wellness, and Transitions, 6. High School and Post-Secondary Student Success, 7. Youth Leadership and Development, 8. Summer Academic and Enrichment Programs, 9. Violence Prevention Programming, 10. Career Access and Employment for Opportunity Youth, and 11. Career Access and Employment for Youth in School; and

WHEREAS, a Request for Proposals based on the adopted OFCY Strategic Investment Plan 2022-2025 was released in January 2022; and

WHEREAS, in February 2022, OFCY received 246 proposals and responses from 139 private non-profit and public entities to provide services for the OFCY grant cycle 2022-2025; and

WHEREAS, in June 2022, the City Council accepted the POC’s funding recommendations and authorized 149 grant funding awards to various non-profit and public agencies for Fiscal Year (FY) 2022-2023, with an option to renew each grant for an additional one-year term for FY 2023-2024 and 2024-2025, pending Council approval and contingent on funding availability (Resolution No. 89245 C.M.S.); and

WHEREAS, the appropriation for FY 2023-2024 to the Kids First Oakland Fund for Children and Youth in the amount of \$24,655,977 is included in the Mayor’s FY 2023-2024 Proposed Budget and available for OFCY contingent upon City Council adoption, and 90% of the appropriation in the amount of \$22,190,379 will be available for grants and is located in Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY 2023-2024 Project (1006711), OFCY Program (YS04); and

WHEREAS, pursuant to Charter section 1300, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants; and

WHEREAS, the interest income earned by the Kids First (OFCY) from April 1, 2019 to March 31, 2023 is available in the amount of \$306,924 for selected grant awards; and

WHEREAS, the POC reviewed the initial performance of OFYC grant recipients that provided services for children and youth in FY 2022-2023 and recommends renewal of the grant agreements with the following 147 private non-profit and public agencies programs in the specified amounts for a total amount not to exceed \$18,837,382 for a second term beginning June 1, 2023 and ending September 30, 2023 for summer programs, and beginning July 1, 2023 and ending June 30, 2024 for year-round programs:

Agency Name 23-24	Program Name 23-24	FY 23-24 Grant Funding
Social Emotional Well-Being in Early Childhood		\$775,000
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$175,000
LifeLong Medical Care	Project Pride	\$75,000

Agency Name 23-24	Program Name 23-24	FY 23-24 Grant Funding
Lincoln	Early Childhood Mental Health Collaborative	\$300,000
Oakland Parks, Recreation & Youth Development	Community Adventure Pre-K Playgroup (C.A.P.P)	\$100,000
Through the Looking Glass	Nurturing Relationships and Strengths of 0-5 Children and Their Families	\$125,000
Family Resource Centers and Parent Engagement		\$1,243,035
BANANAS, Incorporated	Healthy Havenscourt Early Care and Kinder Readiness Hub	\$500,000
Dads Evoking Change	Dads Evoking Change	\$40,000
East Bay Agency for Children	Hawthorne Family Resource Center	\$238,474
Family Bridges, Inc.	Social Services to Young Children & Their Families	\$40,000
Lincoln	New Highland RISE Family Resource Center (NHRFRC)	\$220,000
Lotus Bloom	Culturally Responsive Family Resource Center	\$248,993
Our Family Coalition	LIFTS (LGBTQ Intersectional & Inclusive Family Support & Trauma Services)	\$125,000
Refugee & Immigrant Transitions	Parent Tot Initiative (PTI)	\$250,000
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$499,936
Tandem, Partners in Early Learning	Early Learning Everywhere: Building Family Connections	\$98,632
Comprehensive School-Based Afterschool at Elementary Schools		\$3,240,000
Bay Area Community Resources	Brookfield Elementary	\$85,000
Bay Area Community Resources	Emerson Elementary	\$85,000
Bay Area Community Resources	Esperanza Academy	\$85,000
Bay Area Community Resources	Fred T. Korematsu Discovery Academy Elementary	\$85,000
Bay Area Community Resources	Global Family Elementary	\$85,000
Bay Area Community Resources	Grass Valley Elementary	\$85,000
Bay Area Community Resources	Hoover Elementary	\$85,000
Bay Area Community Resources	Lockwood STEAM Academy	\$85,000
Bay Area Community Resources	Madison Park Academy Elementary	\$85,000
Bay Area Community Resources	Markham Elementary	\$85,000
Bay Area Community Resources	Martin Luther King Jr. Elementary	\$85,000
Bay Area Community Resources	Oakland Academy of Knowledge Elementary	\$85,000
Bay Area Community Resources	Prescott Elementary	\$85,000
Bay Area Community Resources	Sankofa United Elementary	\$85,000

Agency Name 23-24	Program Name 23-24	FY 23-24 Grant Funding
East Bay Agency for Children	Achieve Academy	\$85,000
East Bay Agency for Children	Rise/ New Highland Academy	\$85,000
East Bay Asian Youth Center	Franklin Elementary School	\$85,000
East Bay Asian Youth Center	Garfield Elementary School	\$85,000
East Bay Asian Youth Center	Lincoln Elementary School	\$85,000
East Bay Asian Youth Center	Manzanita Community School	\$85,000
East Bay Asian Youth Center	Manzanita Seed	\$85,000
Girls Incorporated of Alameda County	ACORN Woodland Elementary	\$85,000
Girls Incorporated of Alameda County	Allendale Elementary	\$85,000
Girls Incorporated of Alameda County	Bella Vista Elementary	\$85,000
Girls Incorporated of Alameda County	Bridges @ Melrose Academy Elementary	\$85,000
Girls Incorporated of Alameda County	Burckhalter Elementary	\$85,000
Girls Incorporated of Alameda County	Horace Mann Elementary	\$85,000
Girls Incorporated of Alameda County	La Escuelita	\$85,000
Higher Ground Neighborhood Development Corp.	East Oakland Pride Elementary	\$85,000
Oakland Leaf Foundation	Encompass Academy Elementary	\$85,000
Oakland Leaf Foundation	International Community Elementary	\$85,000
Oakland Leaf Foundation	Learning Without Limits	\$85,000
Oakland Leaf Foundation	Think College Now Elementary	\$85,000
Safe Passages	Fruitvale Elementary	\$85,000
Safe Passages	Laurel Elementary	\$85,000
Ujimaa Foundation	Carl B. Munck Elementary School	\$85,000
Young Men's Christian Association of the East Bay	Piedmont Avenue Elementary	\$85,000
Safe Passages	Reach Academy Elementary	\$85,000
Community School-Based After-School Middle Schools		\$1,500,000
Attitudinal Healing Connection, Inc.	Community School for Creative Education	\$100,000
Bay Area Community Resources, Inc.	Elmhurst United Middle School	\$100,000
Bay Area Community Resources, Inc.	Life Academy	\$100,000
Bay Area Community Resources, Inc.	Madison Park Academy 6-8	\$100,000
East Bay Asian Youth Center	Frick United Academy of Language	\$100,000
East Bay Asian Youth Center	Roosevelt Middle School	\$100,000
East Bay Asian Youth Center	Urban Promise Academy	\$100,000
Bay Area Community Resources, Inc.	Greenleaf	\$100,000
Envisioneers Inc	Westlake Middle	\$100,000
Girls Incorporated of Alameda County	West Oakland Middle	\$100,000
Oakland Leaf Foundation	Ascend	\$100,000

Agency Name 23-24	Program Name 23-24	FY 23-24 Grant Funding
Oakland Leaf Foundation	Bret Harte Middle School	\$100,000
Safe Passages	Coliseum College Prep Academy	\$100,000
Safe Passages	United for Success Academy After School Program	\$100,000
Ujimaa Foundation	Lazear Charter Academy	\$100,000
Middle School Engagement, Wellness, and Transitions		\$710,000
East Oakland Boxing Association	EOBA - After-school program - Grades 6-8	\$100,000
Fresh Lifelines for Youth, Inc.	FLY Middle School Program for Oakland Youth	\$60,000
Lincoln	West Oakland Initiative (WOI)	\$200,000
Safe Passages	Elev8 Youth	\$100,000
Spanish Speaking Unity Council of Alameda County, Inc.	The Unity Council Latino Men & Boys Program	\$250,000
High School and Post-Secondary Student Success		\$1,245,000
Centro Legal de la Raza, Inc.	Youth Law Academy	\$175,000
College Track	College Track Oakland: Democratizing high school & college success for low-income, first-generation Oakland youth	\$125,000
East Bay Asian Youth Center	SHOP 55	\$120,000
Oakland Kids First	Knight Success: College Ready, Career Ready, and Community Ready	\$110,000
Oakland Unified School District	Oakland International High School: Newcomer Youth Wellness & Leadership Initiative	\$75,000
Oakland Unified School District	Student Engagement in Restorative Justice	\$150,000
Refugee & Immigrant Transitions	Newcomer Community Engagement Program (NCEP)	\$150,000
S.P.A.A.T. (Student Program for Academic and Athletic Transitioning)	College & Career Performance Program	\$100,000
Tech Exposure & Access Through Mentoring Inc.	Core Program	\$65,000
The Center for Independent Living, Inc.	Community Connections	\$75,000
The Mentoring Center	Emerge	\$100,000
Youth Leadership & Development		\$1,645,000
Alameda County Health Care Services Agency	Alameda County Court Appointed Special Advocates	\$100,000
American Indian Child Resource Center	Culture Keepers	\$90,000

Agency Name 23-24	Program Name 23-24	FY 23-24 Grant Funding
Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$100,000
Aspire Education Project	Community Reading Buddies	\$75,000
Attitudinal Healing Connection, Inc.	Oakland Legacy Project	\$450,000
Bay Area Outreach & Recreation Program, Inc.	Sports & Recreation for Youth with Disabilities	\$62,000
Bay Area SCORES	Oakland SCORES	\$175,000
Chapter 510 Ink	Writing at the Center	\$75,000
Communities United for Restorative Youth Justice	Homies 4 Justice and Dream Beyond Bars	\$150,000
Community Works West, Inc.	Project WHAT!	\$100,000
Covenant House California	Covenant House California - Dream Catcher Youth Program	\$50,100
Destiny Arts Center	Destiny in Oakland Schools	\$175,000
Dimensions Dance Theater, Incorporated	Rites of Passage	\$74,050
East Bay Asian Local Development Corporation	Lion's Pride	\$100,000
East Oakland Youth Development Center	EOYDC Youth Leadership & Development Program K-8	\$250,000
Fresh Lifelines for Youth, Inc.	FLY Programs for Young Leaders	\$99,897
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$225,000
Frontline Catalysts	Climate Justice Leadership Development	\$75,000
Health Initiatives For Youth, Inc.	Leadership In Diversity (LID)	\$75,000
Kingmakers of Oakland	Kingmakers of Oakland Media Academy	\$125,000
Museum of Children's Art	Youth Leadership NOW: Futures Visioning through the Arts	\$250,000
Music Is eXtraordinary, Inc.	Explorations in Music	\$75,000
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$250,000
Oakland Kids First	REAL HARD Youth Leadership Program	\$125,000
Oakland Lacrosse Club	Oakland Lacrosse: Leadership Development, Academic Counseling, Wellness Education (East Oakland Expansion)	\$50,000
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$150,000
Oakland LGBTQ Community Center, Inc.	LGBTQ Youth Leadership Program	\$225,000
Oakland Parks, Recreation & Youth Development	Discovery Science	\$90,000
Oakland Public Education Fund	Youth Beat: Media Arts & Leadership Development	\$90,000
Restorative Justice for Oakland Youth (RJOY)	Youth Program	\$225,000
Safe Passages	Get Active	\$175,000

Agency Name 23-24	Program Name 23-24	FY 23-24 Grant Funding
S.P.A.A.T. (Student Program for Academic & Athletic Transitioning)	McClymonds Leadership Program (MLP)	\$114,300
Spanish Speaking Unity Council of Alameda County, Inc.	The Unity Council Latinx Mentoring & Achievement Program	\$200,000
Summer Reading & Enrichment		
Acta Non Verba: Youth Urban Farm Project	Camp ANV	\$180,000
Destiny Arts Center	Camp Destiny	\$70,000
East Bay Consortium of Educational Institutions, Inc	Pre-Collegiate Academy	\$75,000
East Oakland Youth Development Center	EOYDC Summer Cultural Enrichment Program (SCEP)	\$150,000
Family Support Services	Kinship Summer Youth Program	\$75,000
Girls Incorporated of Alameda County	Concordia	\$60,000
Lincoln	Oakland Freedom Schools (OFS)	\$150,000
Oakland Parks, Recreation & Youth Development	Oakland Fine Art Summer School	\$50,000
Prescott Circus Theatre	Summer Circus and Academic Program	\$51,000
Violence Prevention		
Community & Youth Outreach Inc	CYO Inc Healthy Wealthy Wise	\$225,000
The Mentoring Center	TMC's Transformative Youth Violence Prevention Program	\$190,000
Youth ALIVE	Teens on Target	\$240,000
Career Access and Employment for Opportunity Youth		
Bridges from School to Work, Inc.	Bridges from School to Work	\$150,000
Young Women's Freedom Center	Siblings on the Rise Economic Empowerment Program	\$225,000
Civicorps	Civicorps' Conservation Career Pathways Program	\$115,000
First Place for Youth	Youth Apprenticeships for Economic Empowerment	\$225,000
Lao Family Community Development, Inc.	Oakland Youth Industries Exploration (YIE) Program	\$120,000
New Door Ventures	Comprehensive Job Training and Employment Program for Oakland Opportunity Youth	\$225,000
Safe Passages	Life and Career Roadmap Program	\$150,000
The Youth Employment Partnership, Inc.	Oakland Career Connections (OCC)	\$225,000
Youth UpRising	YU Career & Education Program- Job Training and Placement	\$225,000
Career Access and Employment for Youth in School		\$995,000

Agency Name 23-24	Program Name 23-24	FY 23-24 Grant Funding
Alameda Health System	AHS -Health Excellence & Academic Leadership (HEAL) High School Healthcare Internship	\$160,000
Genesys Works Bay Area	Pathways to College and Career Success for Oakland's High School Students through Genesys Works	\$100,000
Hidden Genius Project Inc.	The Hidden Genius Intensive Immersion Program	\$225,000
Oakland Unified School District	Exploring College, Career, and Community Options (ECCCO)	\$225,000
The Crucible	Fuego Entrepreneurship & CNC Design Career Academy	\$60,000
Youth Radio	Media Education and Employment Pathway	\$225,000
Oakland Summer Youth Employment		\$300,000
Lao Family Community Development, Inc.	The Oakland Youth on the Move (YOM) Summer Program	\$125,000
The Youth Employment Partnership, Inc.	Summer Jobs for Successful Futures (SJSF)	\$125,000
Trybe Inc.	Trybe Summer Job Program	\$50,000
Total FY2023-2024 Funding:		\$18,837,382

; now, therefore, be it

RESOLVED: That the City Council awards grants to the aforementioned 147 private nonprofit and public agency programs in the above specified amounts for a total amount not to exceed eighteen million eight hundred thirty-seven thousand three hundred eighty-two dollars (\$18,837,382) to provide summer programs, from June 1, 2023 – September 30, 2023, and full year programs, from July 1, 2023 – June 30, 2024; and be it

FURTHER RESOLVED: That the City Administrator or designee is authorized to take all steps necessary to achieve the basic purpose of this resolution, including but not limited to conducting negotiations, drafting, executing, and amending grant agreements, and submitting requests for payment.

3266738v2/MJM

IN COUNCIL, OAKLAND, CALIFORNIA, JUN 6 2023

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, ~~JENKINS~~, KALB, KAPLAN, ~~RAMACHANDRAN~~, REID, AND
PRESIDENT FORTUNATO BAS - 6

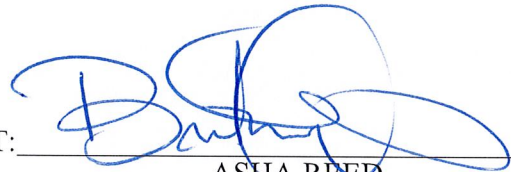
NOES - 0

ABSENT - 0

ABSTENTION - 0

2 Excused - Jenkins &
Ramachandran

ATTEST:



ASHA REED

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

File ID Number	22-2713
Introduction Date	12/14/22
Enactment Number	22-2107
Enactment Date	12/14/2022
By	er



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

December 14, 2022

To: Board of Education

From: Sondra Aguilera, Acting Superintendent
Vanessa Sifuentes, High School Network Superintendent
Rebecca Lacocoque, Director, Linked Learning

Subject: Grant Agreement - Kids First! - City of Oakland, Oakland Fund for Children and Youth (OFCY) - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement by and between the District and The City of Oakland, in the amount of \$225,000.00, to provide support stipends for students in summer internships as part of the Link Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Technical, Skyline, Coliseum College Preparatory Academy, Life Academy and MetWest High Schools, for the period of June 1, 2022 through June 30, 2023, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2022-2025 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packet is attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
22-2713	Yes	Grant	Oakland Unified School District, McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, Coliseum College Preparatory Academy, Life Academy and MetWest High Schools	To provided support stipends for students in summer internships as a part of the Linked Learning Pathway program, Exploring College, Career, and Community Options (ECCCO).	June 1, 2022- June 30, 2023	City of Oakland, Oakland Fund for Children and Youth	\$225,000.00

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 school.

FISCAL IMPACT:

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

- Grants valued at: \$225,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for all OUSD High Schools via the High School Linked Learning Office for fiscal years 2022-2025, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

- Grant Face Sheet
- Grant Agreement
- City of Oakland, Oakland City Council, Resolution No. 89245

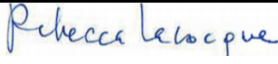
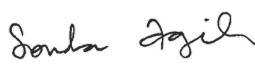
OUSD Grants Management Face Sheet

Title of Grant: Exploring College, Career, and Community Options (ECCCO)	Funding Cycle Dates: 06-1-2022 to 06-30-2023
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Scott Kim Acting Planner Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612 510.238.2209 sskim@oaklandca.gov	Grant Amount for Full Funding Cycle: \$675,000.00 \$225,000.00/yr for 3 years (amount may be adjusted up or down after year 1, based on city general fund revenue) Grant Focus: Student Internships and Career Exploration
Funding Agency: Oakland Fund for Children & Youth (City of Oakland)	
List all School(s) or Department(s) to be Served: All OUSD High Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Directly works toward the Empowered Graduates goal in the Superintendent's strategic plan by ensuring more graduates have clear visions for their career paths and the academic and social skills, and professional networks, to navigate those paths.

<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(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 4.22% 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.)</p>	<p>Post participation changes in attendance, GPAs, graduation, and post-secondary transition success will be tracked for participants.</p>
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>No 35% match required - an amount easily surpassed by expenditures on staff time as noted below,</p>
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>	<p>Services are supported by an OUSD funded grant</p>
<p>Will the proposed program take students out of the classroom for any portion of the school day?</p> <p>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</p>	<p>No</p>
<p>Who is the contact managing and assuring grant compliance?</p> <p>(Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: Greg Cluster, Work-Based Learning Coordinator</p> <p>Site: 912</p> <p>Address:</p> <p>Phone: 510-646-0574</p> <p>Email: gregory.cluster@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		09/28/22
Chief Academic Officer	Sondra Aguilera		11/15/2022

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, a California public entity (“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. 89245 C.M.S., has allocated grant funds in an amount not to exceed Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) to Grantee to fund its community-related programs and activities as specified herein.
- A. The City wishes to enter into this Agreement with Grantee for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A) and Budget (Attachment B).

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 Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) (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** 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 Estelle Clemons.

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 June 1, 2022 and shall end on September 30, 2022 (“Term”).

6. Method of Payment

Grantee shall be paid for the performance of the Work set forth in **Schedule A** in accordance with the program **Budget, Schedule B**. 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 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 expense and the amount due.

Grantee shall submit a request for payment accompanied by an itemized list of eligible expenditures. Each request for payment shall include a description of the Work completed, a report detailing the clients served under this Agreement, 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

This Agreement is subject to the 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 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 compliant, 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 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 address 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 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 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. Compliance with Federal Standards

If Federal funds are used to fund any portion of this Agreement, Grantee shall be responsible for complying with applicable federal and state laws with respect to federal grants.

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 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 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. Substantial failure by Grantee to observe and 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) regrant 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 June 30, 2023

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.

22. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee arising from or related to Grantee's Exploring College and Career Options (ECCO) program 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 on **Schedule K**, attached hereto and incorporated herein. 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 verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

25. Local/Small Local Enterprise Participation

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

26. 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). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Grantee provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum Compensation - As of July 1, 2022, said employees shall be paid an initial hourly wage rate of **\$16.14** with health benefits or **\$18.53** without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.39** per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Grantee shall inform employees that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require 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.

27. Equal Benefits Ordinance

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

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

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

28. Minimum Wage Ordinance

Grantee shall comply with Oakland's Minimum Wage law set forth in Chapter 5.92 of the Oakland Municipal Code ("O.M.C.").

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.

29. 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.

30. Religious Prohibition

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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
Human Services Department
150 Frank Ogawa Plaza
Oakland, CA 94612
Eclemons@oaklandca.gov
Attn: Estelle Clemons

Grantee
Oakland Unified School District
1000 Broadway Ste 150
Oakland, CA 94607
kyla.johnson@ousd.org
Attn: Kyla Johnson-Tramell

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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. Consents and Approvals

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

46. Inconsistency

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

47. 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.

48. Exhibits

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

- Schedule A: Scope of Work
- Schedule B: Budget
- Schedule C-1: Compliance with ADA
- Schedule K: Pending Dispute Disclosure Form

- Schedule N: Declaration of Compliance with Living Wage
- Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
- Schedule P: Nuclear Free Zone - Ordinance 11474 C.M.S.
- Schedule Q: Insurance Requirements
- Schedule V: Affidavit of Non-Disciplinary or Investigatory Action

49. 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”

CITY OF OAKLAND, a municipal corporation

By: _____
City Administrator (date)

Approved for forwarding:

By: _____
Department Head (date)

89245
Resolution Number

Approved as to form and legality:

By: _____
Deputy City Attorney

Approval as to form by OUSD attorney Carrie Rasmussen on October 21, 2022.

Carrie M. Rasmussen

[END OF AGREEMENT]

“GRANTEE”

OAKLAND UNIFIED SCHOOL DISTRICT, a California public entity

By: G.S.O. Yee
Gary Yee, President, Board of Education

Kyla Johnson Tramell
Kyla Johnson Tramell, Secretary, Board of Education

Print Name: _____
12/15/2022

Title: _____

Date: _____

FILED
OFFICE OF THE CITY CLERK
OAKLAND

22 JUN -2 PM 5:00

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 89245 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED NINETEEN MILLION FORTY-TWO THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$19,042,382) FOR FISCAL YEAR 2022-2023, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2023-2024 AND 2024-2025 PENDING COUNCIL APPROVAL

WHEREAS, the Kids First! Oakland Fund for Children and Youth (OFCY) was established by voter approved ballot Measure K in 1996 to set money aside for programs and services benefiting children and youth; and

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

WHEREAS, the Kids First! legislation (Oakland City Charter Article XIII, Section 1305.2) requires the POC to solicit funding applications from private non-profit and public agencies through an open and fair application process; and

WHEREAS, the appropriation for Fiscal Year (FY) 2022-2023 to the Kids First Oakland Fund for Children and Youth in the amount of \$21,013,000 is included in the Mayor's FY 2022-2023 Proposed Budget and available for OFCY contingent upon City Council adoption, and 90% of the appropriation in the amount of \$18,911,700 will be available for grants and is located in Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912) FY 2022-2023 OFCY Project (1005542); and

WHEREAS, pursuant to Article XIII, Section 1300 of the Oakland City Charter, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants as specified in the Kids First! Charter Amendment; and

WHEREAS, the interest income earned by the Kids First (OFCY) from April 1, 2019 to March 31, 2022 is available in the amount of \$130,682 for selected grant awards; and

WHEREAS, in December 2021, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 88929 C.M.S.) with priority areas: 1. Social-emotional Well-Being in Early Childhood, 2. Family Resource Centers and Parent Engagement, 3. Comprehensive School-Based Afterschool at Elementary Schools, 4. Comprehensive School-Based Afterschool at Middle Schools, 5. Middle School Engagement, Wellness, and Transitions, 6. High School and Post-Secondary Student Success, 7. Youth Leadership and Development, 8. Summer Academic and Enrichment Programs, 9. Violence Prevention Programming, 10. Career Access and Employment for Opportunity Youth, and 11. Career Access and Employment for Youth in School; and

WHEREAS, a Requests for Proposals based of the adopted OFCY Strategic Investment Plan 2022-2025 was released in January 2022; and

WHEREAS, in February 2022, OFCY received 246 proposals and responses from 139 private non-profit and public entities to provide services for the OFCY grant cycle 2022-2025; and

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

WHEREAS, the POC considered racial and geographic equity in the distribution of funds in accordance with the Strategic Investment Plan and Equity Framework in the RFP; and

WHEREAS, the POC recommends the following 149 grant funding awards in the amounts specified below for FY 2022-2023, and as renewable with City Council approval and contingent upon funding availability for FY 2023-2024 and FY 2024-2025:

Agency Name	Program Name	FY 2022-2023 Funding
Social-Emotional Well-Being in Early Childhood		\$775,000
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$175,000
LifeLong Medical Care	Project Pride	\$75,000
Lincoln	Early Childhood Mental Health Collaborative	\$300,000
Oakland Parks, Recreation & Youth Development	Community Adventure Pre-K Playgroup (C.A.P.P)	\$100,000
Through the Looking Glass	Nurturing Relationships and Strengths of 0-5 Children and Their Families	\$125,000
Family Resource Centers and Parent Engagement		\$2,261,035
BANANAS, Inc	Healthy Havenscourt Early Care and Kinder Readiness Hub	\$500,000
Dads Evoking Change	Dads Evoking Change	\$40,000
East Bay Agency for Children (EBAC)	Hawthorne Family Resource Center	\$238,474
Family Bridges, Inc.	Social Services to Young Children & Their	\$40,000

Agency Name	Program Name	FY 2022-2023 Funding
	Families	
Lincoln	New Highland RISE Family Resource Center (NHR FRC)	\$220,000
Lotus Bloom	Culturally Responsive Family Resource Center	\$248,993
Our Family Coalition	LIFTS (LGBTQ Intersectional & Inclusive Family Support & Trauma Services)	\$125,000
Refugee & Immigrant Transitions (RIT)	Parent Tot Initiative (PTI)	\$250,000
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$499,936
Tandem, Partners in Early Learning	Early Learning Everywhere: Building Family Connections	\$98,632
Comprehensive School-Based Afterschool at Elementary Schools		\$3,230,000
Bay Area Community Resources	Brookfield Elementary	\$85,000
Bay Area Community Resources	Emerson Elementary	\$85,000
Bay Area Community Resources	Esperanza Academy	\$85,000
Bay Area Community Resources	Fred T. Korematsu Discovery Academy Elementary	\$85,000
Bay Area Community Resources	Global Family Elementary	\$85,000
Bay Area Community Resources	Grass Valley Elementary	\$85,000
Bay Area Community Resources	Greenleaf Elementary	\$85,000
Bay Area Community Resources	Hoover Elementary	\$85,000
Bay Area Community Resources	Lockwood STEAM Academy	\$85,000
Bay Area Community Resources	Madison Park Academy Elementary	\$85,000
Bay Area Community Resources	Markham Elementary	\$85,000
Bay Area Community Resources	Martin Luther King Jr. Elementary	\$85,000
Bay Area Community Resources	Oakland Academy of Knowledge Elementary	\$85,000
Bay Area Community Resources	Prescott Elementary	\$85,000
Bay Area Community Resources	Sankofa United Elementary	\$85,000
East Bay Agency for Children (EBAC)	Achieve Academy	\$85,000
East Bay Agency for Children (EBAC)	Rise/ New Highland Academy	\$85,000
East Bay Asian Youth Center	Franklin Elementary School	\$85,000
East Bay Asian Youth Center	Garfield Elementary School	\$85,000
East Bay Asian Youth Center	Lincoln Elementary School	\$85,000
East Bay Asian Youth Center	Manzanita Community School	\$85,000
East Bay Asian Youth Center	Manzanita Seed	\$85,000
Girls Inc of Alameda County	ACORN Woodland Elementary	\$85,000
Girls Inc of Alameda County	Allendale Elementary	\$85,000
Girls Inc of Alameda County	Bella Vista Elementary	\$85,000
Girls Inc of Alameda County	Bridges @ Melrose Academy Elementary	\$85,000
Girls Inc of Alameda County	Burckhalter Elementary	\$85,000
Girls Inc of Alameda County	Horace Mann Elementary	\$85,000
Higher Ground Neighborhood Development Corporation	East Oakland Pride Elementary	\$85,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Leaf Foundation	EnCompass Academy Elementary	\$85,000
Oakland Leaf Foundation	International Community Elementary	\$85,000
Oakland Leaf Foundation	Learning Without Limits	\$85,000
Oakland Leaf Foundation	Think College Now Elementary	\$85,000
Safe Passages	Fruitvale Elementary	\$85,000
Safe Passages	Laurel Elementary	\$85,000
Ujimaa Foundation	Carl B. Munck Elementary School	\$85,000
YMCA of the East Bay	Piedmont Avenue Elementary	\$85,000
YMCA of the East Bay	Reach Academy Elementary	\$85,000
Comprehensive School-Based Afterschool at Middle Schools		\$1,580,000
Attitudinal Healing Connection	Community School for Creative Education	\$100,000
Bay Area Community Resources	Elmhurst United Middle School	\$100,000
Bay Area Community Resources	Life Academy	\$100,000
Bay Area Community Resources	Madison Park Academy 6-8	\$100,000
East Bay Asian Youth Center	Frick United Academy of Language	\$100,000
East Bay Asian Youth Center	Roosevelt Middle School	\$100,000
East Bay Asian Youth Center	Urban Promise Academy	\$100,000
Envisioneers Inc	Greenleaf	\$80,000
Envisioneers Inc	Westlake Middle	\$100,000
Girls Inc of Alameda County	La Escuelita	\$100,000
Girls Inc of Alameda County	West Oakland Middle	\$100,000
Oakland Leaf Foundation	Ascend	\$100,000
Oakland Leaf Foundation	Bret Harte Middle School	\$100,000
Safe Passages	Coliseum College Prep Academy	\$100,000
Safe Passages	United for Success Academy After School Program	\$100,000
Ujimaa Foundation	Lazear Charter Academy	\$100,000
Middle School Engagement, Wellness, and Transitions		\$710,000
East Oakland Boxing Association	EOBA - After-school program - Grades 6-8	\$100,000
Fresh Lifelines for Youth, Inc.	FLY Middle School Program for Oakland Youth	\$60,000
Lincoln	West Oakland Initiative (WOI)	\$200,000
Safe Passages	Elev8 Youth	\$100,000
The Unity Council	The Unity Council Latino Men & Boys Program	\$250,000
High School and Post-Secondary Student Success		\$1,245,000
Centro Legal de la Raza	Youth Law Academy	\$175,000
College Track	College Track Oakland: Democratizing high school & college success for low-income, first-generation Oakland youth	\$125,000
East Bay Asian Youth Center	SHOP 55	\$120,000
Oakland Kids First (OKF)	Knight Success: College Ready, Career Ready, and Community Ready	\$110,000
Oakland Unified School District	Oakland International High School: Newcomer Youth Wellness & Leadership Initiative	\$75,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Unified School District	Student Engagement in Restorative Justice	\$150,000
Refugee & Immigrant Transitions (RIT)	Newcomer Community Engagement Program (NCEP)	\$150,000
Student Program for Academic & Athletic Transitioning (SPAAT)	College & Career Performance Program	\$100,000
TEAM Inc.	Core Program	\$65,000
The Center for Independent Living	Community Connections	\$75,000
The Mentoring Center	Emerge	\$100,000
Youth Leadership & Development		\$4,645,347
Alameda County Health Care Services Agency	Alameda County Court Appointed Special Advocates	\$100,000
American Indian Child Resource Center	Culture Keepers	\$90,000
Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$100,000
Aspire Education	Community Reading Buddies	\$75,000
Attitudinal Healing Connection	Oakland Legacy Project	\$450,000
Bay Area Outreach & Recreation Program (BORP)	Sports & Recreation for Youth with Disabilities	\$62,000
Bay Area SCORES	Oakland SCORES	\$175,000
Chapter 510 Ink	Writing at the Center	\$75,000
Communities United for Restorative Youth Justice	Homies 4 Justice and Dream Beyond Bars	\$150,000
Community Works West	Project WHAT!	\$100,000
Covenant House California	Covenant House California - DreamCatcher Youth Program	\$50,100
Destiny Arts Center	Destiny in Oakland Schools	\$175,000
Dimensions Dance Theater	Rites of Passage	\$74,050
East Bay Asian Local Development Corporation	Lion's Pride	\$100,000
East Oakland Youth Development Center	EOYDC Youth Leadership & Development Program K-8	\$250,000
Fresh Lifelines for Youth, Inc.	FLY Programs for Young Leaders	\$99,897
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$225,000
Frontline Catalysts	Climate Justice Leadership Development	\$75,000
Health Initiatives For Youth (HIFY)	Leadership In Diversity (LID)	\$75,000
Kingmakers of Oakland	Kingmakers of Oakland Media Academy	\$125,000
Museum of Children's Art (MOCHA)	Youth Leadership NOW: Futures Visioning through the Arts	\$250,000
Music Is eXtraordinary, Inc.	Explorations in Music	\$125,000
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$250,000
Oakland Kids First (OKF)	REAL HARD Youth Leadership Program	\$125,000
Oakland Lacrosse Club	Oakland Lacrosse: Leadership Development, Academic Counseling, Wellness Education(East Oakland Expansion)	\$50,000
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$150,000
Oakland LGBTQ Community Center, Inc.	LGBTQ Youth Leadership Program	\$225,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Parks, Recreation & Youth Development	Discovery Science	\$90,000
Oakland Public Education Fund	Youth Beat: Media Arts & Leadership Development	\$90,000
Restorative Justice for Oakland Youth (RJOY)	Youth Program	\$225,000
Safe Passages	Get Active	\$175,000
Student Program for Academic & Athletic Transitioning (SPAAT)	McClymonds Leadership Program (MLP)	\$114,300
The Unity Council	The Unity Council Latinx Mentoring & Achievement Program	\$200,000
Summer Academic & Enrichment		\$861,000
Acta Non Verba: Youth Urban Farm Project	Camp ANV	\$180,000
Destiny Arts Center	Camp Destiny	\$70,000
East Bay Consortium of Educational Institutions, Inc	Pre-Collegiate Academy	\$75,000
East Oakland Youth Development Center	EOYDC Summer Cultural Enrichment Program (SCEP)	\$150,000
Family Support Services	Kinship Summer Youth Program	\$75,000
Girls Inc of Alameda County	Concordia	\$60,000
Lincoln	Oakland Freedom Schools (OFS)	\$150,000
Oakland Parks, Recreation & Youth Development	Oakland Fine Art Summer School	\$50,000
Prescott Circus Theatre	Summer Circus and Academic Program	\$51,000
Violence Prevention		\$780,000
Community & Youth Outreach Inc	CYO Inc Healthy Wealthy Wise	\$225,000
The Mentoring Center	TMC's Transformative Youth Violence Prevention Program	\$190,000
United Roots	UR Music	\$125,000
Youth ALIVE!	Teens on Target	\$240,000
Career Access and Employment for Opportunity Youth		\$1,660,000
Bridges from School to Work, Inc.	Bridges from School to Work	\$150,000
Center For Young Women's Development dba Young Women's Freedom Center	Siblings on the Rise Economic Empowerment Program	\$225,000
Civicorps	Civicorps' Conservation Career Pathways Program	\$115,000
First Place for Youth	Youth Apprenticeships for Economic Empowerment	\$225,000
Lao Family Community Development, Inc. (LFCD)	Oakland Youth Industries Exploration (YIE) Program	\$120,000
New Door Ventures	Comprehensive Job Training and Employment Program for Oakland Opportunity Youth	\$225,000
Safe Passages	Life and Career Roadmap Program	\$150,000
The Youth Employment Partnership, Inc.	Oakland Career Connections (OCC)	\$225,000
Youth UpRising	YU Career & Education Program- Job Training and Placement	\$225,000
Career Access and Employment for Youth in School		\$995,000

Agency Name	Program Name	FY 2022-2023 Funding
Alameda Health System	AHS -Health Excellence & Academic Leadership (HEAL) High School Healthcare Internship	\$160,000
Genesys Works Bay Area	Pathways to College and Career Success for Oakland's High School Students through Genesys Works	\$100,000
Hidden Genius Project Inc	The Hidden Genius Intensive Immersion Program	\$225,000
Oakland Unified School District	Exploring College, Career, and Community Options (ECCCO)	\$225,000
The Crucible	Fuego Entrepreneurship & CNC Design Career Academy	\$60,000
Youth Radio (DBA YR Media)	Media Education and Employment Pathway	\$225,000
Oakland Summer Youth Employment		\$300,000
Lao Family Community Development, Inc. (LFCD)	The Oakland Youth on the Move (YOM) Summer Program	\$125,000
The Youth Employment Partnership, Inc.	Summer Jobs for Successful Futures (SJSF)	\$125,000
Trybe Inc	Trybe Summer Job Program	\$50,000
	Total FY2022-2023 Funding:	\$19,042,382

; now, therefore, be it

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

FURTHER RESOLVED: That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed Nineteen Million Forty-Two Thousand Three Hundred Eighty-Two Dollars (\$19,042,382) for FY 2022-2023 and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

FURTHER RESOLVED: That said agreement(s) shall be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

3173201v2

IN COUNCIL, OAKLAND, CALIFORNIA, **JUN 07 2022**

PASSED BY THE FOLLOWING VOTE:


AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO 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