

**GRANT AGREEMENT BETWEEN
THE CITY OF DUBLIN
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT/TRI VALLEY ONE STOP CAREER CENTER**

This Agreement is made and entered into between the City of Dublin ("City") and Chabot-Las Positas Community College District/Tri Valley One Stop Career Center ("Grantee") as of July 1, 2017. City and Grantee are hereafter collectively referred to as the "Parties."

Recitals

- A. The City desires to provide funding to defray the costs to Grantee for the project Dublin VITA Grant 2017-18 in order to provide the services as described in Exhibit A. The services rendered pursuant to this agreement will be for the period July 1, 2017 through June 30, 2018.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Grant Agreement agree as follows:

1. Grantee's Obligations.

1.1 Subject to the terms and conditions of this Agreement, Grantee agrees to use the proceeds of the Grant funding received pursuant to Agreement solely to pay for the costs associated with providing the community-related work, services or activities ("Services") as set forth in Exhibit A to this Agreement.

1.2 Grantees who are Community Development Block Grant (CDBG) recipients shall submit quarterly reports, with the first report due in October, describing progress made and outcomes achieved by Grantee accomplishing the goals and objectives outlined in the work plan attached hereto as in Exhibit A. All other grant recipients shall submit an annual report in July 2018 describing outcomes achieved. Upon request by City, Grantee shall provide supplementary reports on topics as the City deems necessary.

1.3 Grantee agrees that use of funds for any purpose not approved as part of the grant award, and/or any use not in compliance with Human Services Grant Program Guidelines will result in forfeiture of funds for this grant period and potential ineligibility for future funding.

2. City's Obligations. For the services described in Exhibit A, City shall make a payment(s) of up to \$7,000 to Grantee and shall be paid upon City's receipt of invoice(s), with documentation attached, showing Grantee's expended funds for services provided as set forth in Exhibit A.

3. Grantee Representations and Warranties. Grantee warrants that it is duly organized under applicable laws of the State of California, is qualified to do business in the City, and is in compliance in all material respects with all laws and regulations necessary to provide the services described in this Agreement.

4. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between City and Grantee or Grantee's agents or employees, and Grantee shall at all times be wholly responsible for the manner in which it or its agents, or both, perform under this Agreement.

5. Indemnification. To the maximum extent allowed by law, Grantee shall indemnify and hold City,

its elected and appointed officials, and its employees, agents and representatives harmless against any and all suits, claims or actions arising out of any injury to persons or property including, but not limited to, death that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement to the extent caused by a negligent act or omission (active or passive negligence) or wrongful misconduct of Grantee or any of its employees, subcontractors, agents, or representatives. Grantee shall defend any and all such actions, suits, or claims and pay all attorneys' fees and all other costs and expenses arising therefrom or incurred in connection therewith. Grantee's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. If any judgment is rendered against City or any of its elected or appointed officials or any of its employees, agents, and representatives in any such action, suit, or claim, Grantee shall, at its expense, satisfy and discharge the judgment.

In the event that Grantee or any employee, agent, or subcontractor of Grantee providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Grantee shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Grantee or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

6 Insurance. If Grantee employs any person to perform work in connection with this Agreement, Grantee shall procure and maintain at all times during the performance of the work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws, where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Grantee shall also procure and maintain at all times during the term of this Agreement General Liability Insurance (including automobile operation) and Automobile Insurance covering Grantee and City for liability arising out of the operations of Grantee and any subcontractors. Each policy shall include coverage for all vehicles, licensed or unlicensed, on or off City's premises, used by or on behalf of Grantee for the performance of work under this Agreement. General liability Insurance shall provide coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Automobile Insurance should be no less than One Million Dollars (\$1,000,000) per accident. Both General Liability and Automobile Insurance shall name as additional insured, in connection with Grantee's activities, City, its elected and appointed officials, and its employees, agents, representatives, and volunteers.

a. Each of the insurance providers on behalf of the contractor(s) or subcontractor(s) shall agree that its policy is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering City.

b. Prior to commencement of work hereunder, Grantee shall deliver to City a certificate of insurance which shall indicate compliance with the insurance requirements of this paragraph 6. City reserves the right to obtain a full certified copy of any insurance policy and endorsements during this time. Failure to exercise this right shall not constitute a waiver of right to exercise later.

c. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Grantee's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance

or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Grantee fails to obtain or maintain coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Grantee. Each policy shall include an endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to City of such cancellation, change, or lapse.

d. All self-insured retentions (SIR) and/or deductibles must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or City.

e. Inclusion of City, its elected and appointed officials, and its employees, agents, representatives, and volunteers as additional insured shall not in any way affect its rights with respect to any claim, demand, suit, or judgment made, brought or recovered against Grantee. Such policy shall protect Grantee and City in the same manner as though a separate policy had been issued to each, but nothing in the policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest had been named as an insured.

f. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

g. If the policies of insurance obtained and maintained by Grantee under this Paragraph 6 provide coverage on a claims-made rather than occurrence-based basis, Grantee shall maintain such coverage, or obtain comparable tail coverage, for the period following termination of this Agreement until the expiration of all applicable statutes of limitations

h. City, its elected and appointed officials, and its employees, agents, representatives, and volunteers shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of Grantee, including the insured's general supervision of Grantee, as well as products and completed operations of Grantee.

7. **Nondiscrimination and Equal Opportunity.** During the performance of this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, sexual orientation or age.

8. **Documents.** During the term of this Agreement, Grantee shall permit representatives of City, at all reasonable times, to have access to, examine, and make copies, at City's expense, of Grantee's books, records, and documents relating to this Agreement.

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

10. **Termination.** At any time City shall have the right to terminate this Agreement immediately by giving written notice to Grantee

11. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

12. **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

13. **Notices.** Any written notice to Grantee shall be sent to:
Chabot-Las Positas Community College District/Tri Valley One Stop Career Center
Att: Sarah Holtzclaw
7600 Dublin Blvd
Dublin, CA 94568

Any written notice to City shall be sent to:

The City of Dublin
Att: Rhonda Franklin
100 Civic Plaza
Dublin, CA 94568

14. **Integration.** This Agreement, together with attached Exhibit A, contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understands, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed herein.

15. **Attorneys' Fees.** If any legal proceeding is instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in the proceeding shall recover, in addition to all court costs, reasonable attorneys' fees (including, without limitation, post-judgment attorneys' fees incurred in collecting a judgment or otherwise enforcing the terms thereof).

16. **Applicable Law.** This Agreement shall be subject to and governed by the law of the State of California.

17. **Binding on Successors.** Subject to the provisions of Paragraph 6, Assignment and Subcontracting, this Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, successors, and assigns.

18. **Conflict of Interest.** Depending on the nature of the work performed, a Grantee of City is subject to the same conflict of interest prohibitions that govern City employees and officials (such as The Political Reform Act of 1974 (Government Code Sections 81000 et seq.) and Government Code Section 1090). During the proposal process or the term of this Agreement, Grantee may be required to disclose financial interests

19. **Agreement Contingent Upon County of Alameda Allocation of Funds; Effective Date.** If the grant contemplated by this Agreement is to be funded by CDBG program, then this Agreement is contingent upon the execution of an agreement between City and the County of Alameda for the allocation of 2017-18 CDBG funds to the City. Because this Agreement is contingent upon the allocation of federal funds, *this Agreement does not guarantee that CDBG funds will be retroactive to July, 2017.*

20. **Amendment**
This Agreement may be modified or amended only by a writing signed by both parties.

IN WITNESS HEREOF, the parties have caused their authorized representatives to execute this Agreement on the date set forth above.

CITY OF DUBLIN

GRANTEE

Christopher L. Foss, City Manager

Lorenzo Legaspi, Vice Chancellor for Business Services

Attest:

Caroline Soto, City Clerk

Approved as to Form:

John Bakker, City Attorney

EXHIBIT A

PROJECT Dublin VITA Grant 2017-18

1. Provide a brief summary of the project for which your agency is seeking funding.

The VITA program increases access to free tax preparation for the working poor in the region. State and Federal taxes are e-filed by certified volunteers, helping taxpayers avoid predatory refund loans and expensive tax preparation.

2. Estimate the total number of UNDUPLICATED Dublin residents to be served by this project.

125--As the program builds, we are increasing both the clients served and certified volunteers. For the 2017-18 season, we believe we will service nearly 500 taxpayers, 25% of which will be from Dublin. That is 125 unduplicated residents.

3. Please list and briefly describe the outcome measures that are crucial to the success of this project. What strategies or objectives will your agency use to track the progress of meeting the outcome(s)?

The Volunteer Income Tax Assistance (VITA) program is tracked meticulously by the IRS and United Way. As the end of the season, we should receive aggregated data on all of the clients we served.

For the Tri-Valley Volunteer Income Tax Preparation program, we will track:

- 1) Total number of clients served
- 2) Percentage increase of client served
- 3) Total number of Dublin residents served
- 4) Total state and federal dollars returned to clients
- 5) Total state and federal dollars returned to Dublin clients
- 6) Total EITC returned to clients served

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