

**AGREEMENT BETWEEN CITY OF LIVERMORE
AND
CAHBOT-LAS POSITAS COLLEGE DISTRICT
FOR FISCAL YEAR 2018-2019
SOCIAL OPPORTUNITY ENDOWMENT FUNDING**

THIS AGREEMENT, entered into this ____ day of _____, 2018, between the City of Livermore, a municipal corporation ("City"), and Chabot-Las Positas Community College District ("Subrecipient").

RECITALS

City created the Social Opportunity Endowment Fund for the purpose of providing a long-term, stable, funding source for the delivery of quality human services to low-income City residents.

The primary goal of the Social Opportunity Endowment Fund is to maximize the efficient and cost-effective delivery of human services and to facilitate collaborative efforts and a coordinated approach to improve and expand the delivery of quality human services to low-income residents in the City.

Only public agencies and community-based organizations that have a 501(c)(3) status are eligible to apply for an award from the Social Opportunity Endowment Fund. Only programs, projects, or activities that primarily benefit low-income persons and are consistent with the policies set forth in Chapter 3.45 of the Livermore Municipal Code and the plan for the Social Opportunity Endowment Fund are qualified for an award from the Fund.

Subrecipient has applied to City for funding for a project or program to provide a comprehensive range of no-cost employment and training outreach services for employers and job seekers in Livermore through the Tri-Valley One Stop Career Center ("Project").

City wishes to engage Subrecipient to assist City in utilizing a portion of Social Opportunity Endowment Program Funds to provide services to Livermore residents that meet the requirements described in Section 3.26.070 of the Livermore Municipal Code and Title 2 of the Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("2 C.F.R. Part 200").

On May 14, 2018, the Livermore City Council approved resolution number 2018-062 to award the Subrecipient the amount of \$7,000 ("Funds") from its 2018-2019 Social Opportunity Endowment Program Funds ("Program") for the Project.

City and Subrecipient understand that the Funds awarded from the Program shall be administered consistent with the procedures, standards, regulations and guidelines for Community Development Block Grant ("CDBG") entitlement programs, including the laws and orders applicable to such programs, except that in addition to satisfying the CDBG national objectives, the Subrecipient must also satisfy the Social Opportunity Endowment Program

objectives in the City's ordinances.

AGREEMENT

NOW THEREFORE, in recognition of the mutual consideration provided herein, City and Subrecipient hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Relationship of Parties (Independent Contractors)**. The relationship of the parties shall be that of independent contractors. Subrecipient and its employees are not City officers or employees. Subrecipient is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance of the Activities contemplated by this Agreement.

2. **Policy & Procedures Manual; Incorporation of Standard Contract Terms and Conditions**. The Subrecipient shall comply with the *Housing and Human Services Grant Policy and Procedures Manual* approved by City Council Resolution No. 2010-083, dated May 10, 2010 ("P&PM"). The standard contract terms and conditions contained in Appendix D.1 *All Agreements* to the P&PM are incorporated into this Agreement by this reference as though set forth in full.

3. **Scope of Service**.

A. **Activities**. Subrecipient is responsible for administering a portion of City's FY 2018-2019 Social Opportunity Endowment Fund in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the Program and herein.

- i. *Eligible Activities*: The Project will include the following activities eligible under the Program: provision of a comprehensive range of no-cost employment and training outreach services for employers and job seekers in Livermore.
- ii. *Project and Program Delivery*: Subrecipient shall comply with the goals and performance standards as defined below and outlined in City's FY 2018-2019 Housing and Human Services Grant Program Scope of Work attached as Exhibit "A".
- iii. *Service Objective*: Provide 329 Livermore clients with employment and training services through the Tri-Valley One Stop Career Center ("Activities").
- iv. *General Administration*: The Funds for the Activities are to be administered under the direction of the Subrecipient's Executive Director and shall comply with the procedures, standards, regulations and guidelines for CDBG entitlement programs, including the laws and orders applicable to such programs.

B. **Budget** - Subrecipient will use the Funds awarded pursuant to resolution number 2018-062 under the budget terms set forth in Exhibit "A-1", to perform the Activities consistent with the terms and conditions of this Agreement, the Program, and any conditions imposed upon the Project.

Reimbursement will be made within thirty (30) days of City's receipt of the quarterly reporting as outlined below. Provider must log into their Zoomgrants account each quarter to enter the required information for preparation of a quarterly report, including requests for reimbursement and related expense documentation for the total amount of work done during the previous quarter. Accounting of charges must be in accordance with Exhibit "A-1". Any extra work, outside of the approved Exhibit "A-1" budget, must be approved in writing by Assistant Director of Community Development prior to performance and will be reimbursed on a time and materials basis.

- C. Performance Monitoring - City will monitor Subrecipient's performance against goals and performance standards as outlined in City's FY 2018-2019 Housing and Human Services Program Scope of Work in Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.
- D. Records - Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents, and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts, and other such information required by City relating to the performance of the Activities (collectively the "Records").

All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide the City or its designees free access to the Records during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and Activities related to this Agreement. The Records shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, failure to act in good faith, or other breach of this Agreement, the Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

4. Time for Performance. Subrecipient shall commence the Activities on July 1, 2018, and continue the Activities through June 30, 2019.

5. Payment. It is expressly agreed and understood that the total amount available from City to Subrecipient for the Activities under this Agreement shall not exceed the amount approved by resolution no. 2018-062 and under the budget terms set forth in Exhibit "A-1". Even though the Funds are available, Subrecipient shall only be entitled to draw that portion of the Funds commensurate with the Activities provided. City shall only make payments for those Activities that comply with (a) the terms and conditions of this Agreement, (b) 2 C.F.R. Part 200 and (c) 24 C.F.R. Part 570.

Payments of eligible expenses shall be made against the Funds and in accordance with the terms and conditions of this Agreement, the Program, and the applicable statutory regulations, including but not limited to, 2 C.F.R. Part 200 and 24 C.F.R. Part 570. Subject to the terms and conditions of this Agreement, City shall make payments to Subrecipient as provided in Section II.C.3 in Appendix D.1 to the PP&M. City shall not process any request for payment from the Funds until Subrecipient's financial management system is certified in accordance with the standards specified in OMB Circular A-110 and its attachments.

6. Hold Harmless and Indemnity. Subrecipient shall defend, indemnify and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to, reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

7. Insurance. Subrecipient shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Activities. Upon reasonable written notice, Subrecipient shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

8. Copyright and Right of Use. All items created by Subrecipient under this Agreement are works made for hire, and Subrecipient shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Activities. Subrecipient agrees that all aspects of the Activities and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Subrecipient to City and Subrecipient obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty-free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Activities.

9. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Claudia Young, Human Services Program Manager
1052 Livermore Avenue
Livermore, California 94550

Subrecipient: Chabot-Las Positas Community College
Attn: Ronald Gerhard, Vice Chancellor, Business Services
7600 Dublin Blvd.
Dublin, CA 94568

10. Environmental Conditions.

A. Air and Water. Subrecipient shall comply with the following regulations insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S.C. § 7401 *et seq.*;
- ii. Federal Water Pollution Prevention and Control Act (33 U.S.C. § 1251, *et seq.*, as amended), and specifically 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, as well as other reporting requirements, and all implementing regulations and guidelines;
- iii. Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 50, as amended);
- iv. National Environmental Policy Act of 1969 (55 U.S.C. § 4321, *et seq.*, as amended); and,
- v. HUD Environmental Review Procedures (24 C.F.R. Part 58, as amended).

B. Flood Disaster Protection. Subrecipient shall comply with the requirements of the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973 (P.L. 2234) (42 U.S.C. § 4001- 4129, as amended) in regard to the sale, lease, or other transfer of land acquired, cleared, or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

11. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

12. Waiver. City's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

13. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto or document incorporated by reference, the language in the body of the Agreement controls.

14. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Activities. Any modification to this Agreement must be in writing and signed by both parties. No amendment may invalidate this Agreement, or relieve or release City or Subrecipient from its obligations under this Agreement. City may, in its discretion, amend this Agreement in writing to conform with Federal, State, or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services,

or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Subrecipient. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City may be used in place of the original for all purposes with the same effect as if it was the original.

Signatures and Attachment List on the Next Page

IN WITNESS THEREOF, the Subrecipient and City have executed this Agreement as of the date first written above.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
"Subrecipient"

BY: _____ DATED: _____

Ronald Gerhard
Vice Chancellor, Business Services

Federal I.D. or Social Security No.

94-1670563

Data Universal Numbering System (DUNS) No.

071680961

Central Contractors Registration No.

3RCR6

CITY OF LIVERMORE
a Municipal Corporation
"City"

BY: _____ DATED: _____

Marc Roberts
City Manager

APPROVED AS TO FORM:

ASSISTANT/CITY ATTORNEY

Attachments:

- Exhibit A FY 2018-2019 Housing and Human Services Program Scope of Work
- Exhibit A-1 Budget
- Exhibit B Insurance Requirements

Scope of Work

FY: 2018-19

Agency Name: Chabot Las Positas Community College Tri valley One Stop

Program Name: Job Initiative

Amount of Grant: \$7,000 (SOE)

The program will work with partners such as the City, the library, Multi-Service Center and the adult school to create opportunities for trainings and workshops that will help residents transition, stabilize and move forward in their jobs.

The program will use our current TVOS staff, partners and volunteers to carry out the ideas of Livermore Back to Work initiative. Staff and volunteer roles include our Program Manager, Case Managers, Workshop Leaders, Training Proctors, Resume Reviewers, Mock Interviewers, and our Job Developer.

The program will provide service to **329 individuals**:

- Assess the client's needs
- Track their participating in workshops and counseling sessions
- Apply new knowledge to the job search
- Evaluating the situation through eventual employment

For the Livermore Back to Work initiative, the program will track:

- number of new workshops/trainings developed
- number of Livermore residents attending workshops at the TVOS offices and within the community
- number of Livermore residents using our website
- number of services offered to Livermore residents
- number of unduplicated Livermore residents touched
- number of WIOA enrolled Livermore residents who find work
- average hourly wage for Livermore residents who find work

| Funding Uses/Expenses | City Allocation |
|-----------------------------------|------------------------|
| Direct Client Housing/Subsidies | |
| Salaries | \$4,167.00 |
| Benefits | |
| Supplies | |
| Printing/Coping | |
| Postage | |
| Rent & Utilities | |
| Accounting/Audit | |
| Telephone | |
| Travel | |
| Participant Gap Funds | |
| Vehicle/Mobile Clinic | |
| Admin. Costs | |
| Outside Services/Marketing Dev. | \$1,353.00 |
| Participant Supplies, other(Media | \$1,480.00 |
| Participant Gap Funds | |
| Total | \$7,000.00 |

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
\$1,000,000/\$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. 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 the 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.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.