

**FUNDING AGREEMENT BETWEEN
THE CITY OF OAKLAND AND CONTRA COSTA COUNTY
FOR THE 2016 HOPWA PROGRAM**

This funding agreement ("Agreement") is dated July 1, 2016, and is between the City of Oakland, a municipal corporation (the "City"), and the County of Contra Costa, a political subdivision of the State of California, (the "County" or "Project Sponsor").

Grant Number – _____

RECITALS

- A. The City has received Housing Opportunities for Persons with AIDS Program funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the HOPWA Program (the "HOPWA Funds"). The HOPWA Funds must be used in accordance with 24 C.F.R. Section 574 et seq.
- B. The County is a project sponsor under the HOPWA Program. The City and the County desire that the County receive and administer **\$563,974** of the HOPWA Funds on the City's behalf (the "HOPWA Allocation").
- C. The Oakland City Council passed Resolution Number 85847 C.M.S., Resolution Number 86188 C.M.S., and Resolution Number 85582 C.M.S. authorizing this agreement with Contra Costa County for the HOPWA Program.
- D. Using the selection process set forth in Schedule A, the County will contract with one or more nonprofit housing developers (each a "Developer") and service providers (each a "Subrecipient") to carry out projects that result in housing development, supportive services, and/or homeless prevention activities for persons with HIV/AIDS. The County will also monitor the Subrecipients' and Developers' performance under the contract(s).

The parties therefore agree as follows:

AGREEMENT

1. PERFORMANCE PERIOD

The term of this Agreement begins July 1, 2016 and ends June 30, 2019.

2. FUNDING AMOUNT

The HOPWA Allocation shall not exceed **\$563,974**. The County may use up to seven percent (7%) of the funds allocated to a particular project ("Project Activity Funds") for project sponsor administrative expenses.

3. PROJECT SELECTION; BUDGET; DEVELOPERS/SUBRECIPIENTS

The County shall select projects to be undertaken (“Activities”) pursuant to this Agreement in accordance with the priority-setting and selection process set forth in Schedule A. A list of Developers, Subrecipients and Activities approved by both the City and the County will be attached to this Agreement as Schedule C once the list is approved by both the City and the County, which Schedule C shall immediately form part of this Agreement. The County shall use the HOPWA Allocation in accordance with the budget set forth in Schedule B. The HOPWA Allocation may only be used for activities (i) identified in Schedule B that are carried out by the corresponding Developers or Subrecipients identified on Schedule C or (ii) consistent with the activities described in Section 7 – Use of Funds, below

4. CONTRACTING

The County shall administer the HOPWA Allocation to provide housing development, support services, and/or homeless prevention activities for persons with HIV/AIDS. For this purpose, the County shall contract with approved Subrecipients and/or Developers to carry out Activities that are (i) identified on Schedule B, or (ii) consistent with the eligible activities described in Section 7 – Use of Funds, below. Prior to the execution of any proposed contract in connection with this Agreement, the County shall submit a staff report allocating funds and describing the proposed Activities to be funded. The City reserves the right to review and approve the contract, and will provide any comments within 15 days of receipt. Following the execution of any contract by the County in connection with this Agreement, the City reserves the right to monitor the performance of the Subrecipient and/or Developer under the contract. The City shall ensure that the County appropriately administers and monitors said contracts.

5. FUNDING DISTRIBUTION

The County shall distribute the HOPWA Allocation to Subrecipients and Developers in the County of Contra Costa.

6. PROGRAM REQUIREMENTS

The County is responsible for ensuring that Subrecipients and Developers comply with all HOPWA Program requirements, as set forth in 24 CFR Part 574, the AIDS Housing Opportunity Act, as amended by the Housing and Community Development Act of 1992, and any other program requirements imposed by HUD. The relevant requirements are hereby incorporated into this Agreement by reference. The City shall ensure that the County and Subrecipients and Developers comply with the HOPWA Program requirements.

7. USE OF FUNDS

Subject to applicable requirements described in HOPWA regulation Title 24 C.F.R. sections 574.310, 574.320, 574.330, and 574.340, the HOPWA Allocation is meant to assist all forms of housing designed to assist Low Income Persons with HIV/AIDS, including preventing homelessness, providing emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by sections 574.310(a), must be provided as part of any HOPWA-assisted housing, but the County may use the HOPWA Allocation to provide services independent of any housing activity. The County shall ensure that the HOPWA Allocation is used only for HOPWA-eligible activities as described below and are approved by the City and are identified in Schedule B:

- a. Housing information services including, but not limited to, providing counseling, information and referral to assist an eligible person to locate, acquire, finance and maintain housing. This may include Fair Housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap;
- b. Resource identification to establish, coordinate and develop housing assistance resources (preliminary research, determining feasibility of specific housing related initiatives).
- c. Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services.
- d. New construction (SROs and community residences only).
- e. Project or tenant-based rental assistance, including assistance with shared housing arrangements.
- f. Short-term rent, mortgage, and utility payments to prevent homelessness.
- g. Supportive services including, but not limited to health, mental health assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local State and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;
- h. Operating costs for housing, including maintenance, security, operation, insurance, utilities, furnishings, equipment and other incidental costs.

- i. Technical assistance in establishing and operating a community residence, including planning and other predevelopment or pre-construction expenses and outreach and education regarding HIV/AIDS to persons residing in close proximity.

8. MONITORING AND REPORTING

The County shall conduct an ongoing assessment of the housing assistance and supportive services provided by the Subrecipients and Developers with the HOPWA Allocation. The County shall conduct the reasonable and necessary recordkeeping and reporting activities described below, which have been established by the City for the purpose of carrying out the City's HOPWA program in an effective and efficient manner. Where appropriate, reports and records shall include client race and ethnic data.

- a. The County shall provide quarterly reports to the City. Quarterly reports shall include all required data and narrative updates of HOPWA activities listed in Schedule B to report to HUD regarding HOPWA activities through the Integrated Disbursement and Information System (IDIS) and the Consolidated Annual Performance & Evaluation Report (CAPER). Quarterly reports are due thirty days following the end of each of the first three quarters of the fiscal year, on October 30, January 30, and April 30.
- b. The County shall submit annual reports to the City not later than July 31 of each year. Annual reports are to be submitted using HUD's HOPWA Consolidated Annual Progress & Evaluation Report-CAPER – *form HUD-40110-D, form HUD-60002*, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Person and the HOPWA Beneficiary Verification form.

Reporting requirements and the CAPER & Beneficiary Verification forms can be accessed at the following sites:

<https://www.onecpd.info/resource/1011/hopwa-caper-form-hud-40110-d/> and
<http://www.hudhre.info/documents/HOPWACAPERBeneficiaryVerification.doc>

- c. The County shall conduct ongoing assessment of service provided by Subrecipients and Developers. County may monitor those Subrecipients and Developers who continue to provide the same or similar services each year and have not had any audit findings in the preceding year every other year, but at least every third year. By May 30th of each year, County shall develop a preliminary monitoring schedule for the next fiscal year. The County shall use a risk assessment tool to determine which Subrecipients and Developers will be monitored. Existing Subrecipients and Developers that have the highest number of risk factors, as determined by the County, along with new Subrecipients and Developers that have never been monitored by the County, will be given the highest priority for monitoring. Subrecipients and Developers with multiple findings during initial monitoring should be monitored by

the County annually throughout the term of the contract. The City will partner with the County for monitoring of Subrecipients and Developers.

9. ADMINISTRATIVE EXPENSES

The amounts designated as administrative funds in the Budget are to be used as administrative expenditures related to carrying out the HOPWA program activities, housing, and services described in this Agreement in compliance with 24 C.F.R. § 574.500 and 2 CFR§ 225 .

10. METHOD OF PAYMENT

The County may submit requests for payment to the Community Housing Services Division of the City of Oakland's Human Services Department no more than once per month and not less than once per quarter. When submitting a request for payment, the County shall use the Request for Payment form. Each Request for Payment form will include a summary of the funds expended, by budget category and Subrecipients and Developers, for the months for which funds are requested.

The County shall retain, for review by the City, documentation to support the funding requested. In order to receive payment, each request must be substantiated by documentation reasonably sufficient to support the payment requested by the County including documentation of rate and hours for staff and consultant and invoices for non-personnel costs. The County shall grant access to representatives of the City to any supporting documentation within seven days after receipt of a written request by the City.

Funds disbursed to the County may not exceed the amount set forth in the Budget attached as Schedule B. The City's Community Housing Services staff shall verify and approve requisitions and required supporting data for accuracy and programmatic compliance prior to submitting them to the City's Grants and Projects Division for payment. Relevant reports and documents are to be submitted as required within the context of this Agreement. The County's failure to comply with these requirements will cause a delay in payment and could result in termination of the Agreement. The City shall process and forward all eligible payment requests to the City's Grants and Projects Division within ten working days of their receipt by the City's Community Housing Services staff. The City shall be responsible for the IDIS system, setting up all projects and activities, and tracking budgets in the HUD system. The City shall draw funds as required for timely reimbursement. The County shall endeavor to assist the City in IDIS management as needed.

All authorized financial obligations incurred in the performance of this Agreement must be reported to the City within sixty (60) days of the expiration of the Performance Period under the Agreement, as such period may be adjusted from time to time. No claims

submitted after the sixty day period shall be recognized as binding upon the City for reimbursement. Any financial obligation and/or debts incurred by the County and not reported to the City within the sixty day period may become the sole liability of the County, and the City may be relieved of any and all responsibilities unless there is a justifiable cause and valid reason of delayed submission.

11. AUDIT REPORT

In addition to the reporting requirements listed in Section 8 – Monitoring and Reporting, the County shall commission an independent auditing firm to prepare and file with the City an annual audit report for each year during the term of this Agreement. The County's failure to submit the audit report may result in the termination of this Agreement.

The audit report shall be submitted to the City by March 30th of each year during the term of this Agreement. The audit report shall be made in accordance with the provisions of the Federal Office of Management and Budget Circular A-128. The City will use the audit report to determine whether:

1. The financial statements of the County present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles.
2. The County has (i) an internal control structure to provide reasonable assurance that the County is managing Federal awards in compliance with applicable laws and regulations, and (ii) controls that ensure compliance with laws and regulations that could have a material impact on the County's financial statements.
3. The County has complied with laws and regulations for the HOPWA Program that may have a direct and material effect on the County's financial statements.

The County shall also submit any internal control monitoring (or audit) conducted during the term of this Agreement to the City. The County shall require Subrecipients and Developers with which the County contracts in connection with this Agreement to meet the same audit requirements set forth in this Section 11.

12. INDEMNITY

The County shall indemnify and hold the City, its Councilmembers, officials, directors, employees, and agents harmless from any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) that the City may incur as a result of (i) the improper use of HOPWA Allocation by the County, (ii) the County's failure to perform its obligation to monitor the use of HOPWA Allocation under this Agreement, or (iii) any demand by HUD to the City for reimbursement of any HOPWA Allocation to the extent such demand is based on the negligent acts or omissions or willful misconduct of the County. The duty of the County

to indemnify includes the duty to defend the City in any court action, administrative action, or other proceeding brought by any third party, including HUD, to the extent such action or proceeding arises as a result of the County's negligence or willful misconduct in the performance of its obligations under this Agreement. The County's duty to indemnify shall survive the term of this Agreement.

The County shall require each Subrecipients and Developers to indemnify and defend the City to the same extent and in the same manner as described in the first paragraph of this Section 12 from the consequences of the Subrecipients and Developers act or omission involving negligence or willful misconduct in the performance of its obligations under contracts entered into in connection with this Agreement.

The City shall indemnify and defend the County to the same extent and in the same manner as described in the first paragraph of this Section 12 from the consequences of the City's act or omission involving negligence or willful misconduct in the performance of its obligations under this Agreement.

The party with the obligation to indemnify pursuant to this Section 12 shall pay the indemnified parties as soon as practicable following the determination of the amount due.

13. 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 a Project Sponsor 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 Project Sponsor, (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 the Project Sponsor 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 a Project Sponsor, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to a Project Sponsor pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, the Project Sponsor 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 the Project Sponsor 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, a Project Sponsor shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless the Project Sponsor notifies the City's Liaison in writing within five business days that there is a bona fide dispute between the Project Sponsor and claimant, in which case the Project Sponsor may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison and, upon the filing of a complaint, the Project Sponsor, 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 the Project Sponsor 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. A Project Sponsor 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, the Project Sponsor 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. In addition, the Project Sponsor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each.

14. INVESTIGATION AND/OR DISCIPLINE DISCLOSURE

Project Sponsor and any and all Subrecipients and Developers shall submit information concerning any investigations and/or discipline imposed by any state or federal authorities by completing Schedule V – Affidavit of Non-Disciplinary or Investigatory Action and Schedule Z – Certification of Debarment and Suspension.

15. INSURANCE

Unless a written waiver or self-certification is obtained from the City's Risk Manager, County must provide the insurance listed in the City of Oakland **Insurance Requirements** attached hereto as **Schedule Q** and incorporated herein by reference.

16. 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 Agreement. The City may terminate this Agreement on 30 days' written notice to County without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Agreement. After termination of this Agreement the City shall pay all amounts due to the County under this Agreement within 30 days of receipt of invoice from County

17. NON-DISCRIMINATION AND EQUAL EMPLOYMENT PRACTICES

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

- a. County and Subrecipients and Developers, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. County and Subrecipients and Developers shall state in all solicitations or advertisements for employees placed by or on behalf of County that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. County 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, County will send to each labor union or representative of workers with whom County has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of County's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. 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 Project Sponsors between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The ordinance shall only apply to those portions of a Project Sponsor'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 Subrecipients and Developers of any contract with Project Sponsor.

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

19. LIVING WAGE ORDINANCE

Project Sponsor 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 (Ord. 12050 § 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, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$12.55 with health benefits or \$14.86 without health benefits. These initial rates shall be 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. Effective July 1st of each year, Project Sponsor shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.83 per hour. Project Sponsor 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) – Project Sponsor shall inform employees that he/she may be eligible for earned income credits and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Project Sponsor 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. Project Sponsor 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 – Project Sponsor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Project Sponsor 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. Project Sponsor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Project Sponsor shall require Subrecipients and Developers that provide services under or related to this Agreement to comply with the above Living Wage provisions. Project Sponsor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

20. LITIGATION AND PENDING DISPUTE DISCLOSURE

Project Sponsor shall promptly give notice in writing to the City of any litigation pending or threatened against Project Sponsor in which the amount claimed is in excess of \$50,000. Project Sponsor shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement.

21. NOTICE

If either party desires or is required to give notice to the other, such notice shall be given in writing by prepaid U.S. certified or registered postage, addressed to recipient as follows:

City of Oakland
Human Services Department
150 Frank H. Ogawa Plaza, Suite 4340
Oakland, CA 94612
Attn: Susan R. Shelton

County Project Sponsor
Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Kara Douglas

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

22. AMENDMENT

This Agreement may only be amended through a written amendment executed by both the City and the County.

23. APPROVAL

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

[SIGNATURES ON FOLLOWING PAGE]

The City and the County are signing this Agreement as of the date set forth in the introductory paragraph.

CITY OF OAKLAND
A Municipal Corporation

By: _____
City Administrator Date

ADMINISTERING AGENCY APPROVAL FOR FOWARDING
Human Services Department

By: _____
Director, Human Services Department Date

APPROVED AS TO FORM AND LEGALITY

By: _____
City Attorney's Office Date

COUNTY OF CONTRA COSTA
A Political Subdivision of the State of California

By: _____
John Kopchik, Department of Conservation and Date
Development Director

APPROVED AS TO FORM
Sharon Anderson, County Counsel

By: _____
Deputy County Counsel Date

SCHEDULE A

PRIORITY SETTING AND SELECTION PROCESS

The County, in consultation with the City as laid out below, shall allocate and award the HOPWA allocation received under this contract to eligible entities (“Subrecipients” and “Developers”) to carry out HOPWA-eligible activities within the County’s jurisdiction, and shall monitor and report on the results. This work shall be carried out consistent with the following requirements:

1. Consolidated Planning Process

The City prepares a Consolidated Plan and an annual Action Plan as a requirement for participation in certain federal housing programs funded through the U.S. Department of Housing and Urban Development, including the HOPWA program. The County will coordinate the development of such information as is required to substantially complete all narratives, tables and other sections related to HOPWA funds and activities, unmet HIV/AIDS housing and supportive service needs, and priorities and strategies within the County, and provide this information to the City in a format to be determined by the City. The City shall present the County with a schedule of needed information well in advance of deadlines, and shall closely coordinate on compiling required information.

The City will include the County’s HOPWA priorities and contemplated allocation of resources among eligible funding categories in the Consolidated Plan and/or Annual Plan.

2. Establishment of Priorities

In consultation with the City and other stakeholders in the community, the County will recommend priorities for the HOPWA funds, categories for funding, and a method and schedule for awarding funds within the County.

In preparing these recommendations the County will use, but is not limited to, information from the following sources and planning documents:

- The most recent HOPWA or HIV/AIDS housing needs assessment;
- The most recent Oakland TGA HIV/AIDS Health Services Comprehensive Plan (the “Comprehensive Plan”), required for participation in programs funded through the U.S. Department of Health and Human Services’ Ryan White Program.
- The Continuum of Care Plan, 10-year Plan or other plans adopted by the Board of Supervisors to address homelessness and housing crises in the County, and any updates or addenda to this Plan.
- Other relevant documents or needs assessments related to housing needs, homelessness, HIV/AIDS prevalence and related matters.

The County’s recommendations will take into consideration the priorities of the community

as expressed in any comprehensive HIV/AIDS housing needs assessment, and shall endeavor to incorporate recommendations from relevant homeless or housing plans, changes in the HIV/AIDS epidemic that may change the demand for HIV/AIDS housing and related services, and priorities established by complementary funding streams which HOPWA funds may be used to leverage.

3. Consultation with Local HIV/AIDS Advisory Bodies:

The County shall, either in the creation of a comprehensive needs assessment as referenced above, or through other means of consultation, consult with the following agencies: the County department with responsibility for HIV/AIDS care, the HIV/AIDS Planning Council, which sets priorities for Ryan White funding; with the cities and/or entitlement jurisdictions that participate in county-level housing planning; public and private organizations involved in the provision of housing and services to persons living with HIV/AIDS; and other local interest groups.

4. Public Meetings

The County will strive to encourage persons with HIV/AIDS, their families and advocates to express their views and ideas of what they perceive as community development and housing needs in the County through the above mentioned priority-setting processes.

The County will include a discussion of HOPWA in its meetings for its Annual Action Plan. Meeting participants will be provided with information about the HOPWA program, amount of HOPWA funds available, eligible activities, and the application process.

In addition, the County shall cause an annual meeting to be held for coordination of HIV/AIDS programs. The widely publicized public meeting will be held to advise residents and nonprofit organizations of program requirements and processes to be followed in developing and approving applications for federal grant programs, including HOPWA.

Meeting participants will be provided with information about the HOPWA program, funds available for both housing and community development activities and for planning and administrative activities. Citizens, public agencies, and other interested parties will have information available to them, including the specific amount of assistance the County expects to receive and the range of eligible activities that may be undertaken. This information will be published in the non-legal section of one or more newspapers of general circulation at least thirty (30) days prior to the date applications for funding are due. The City may conduct additional public meetings at various stages of the funding process. Meetings will be scheduled at times and locations that permit broad participation by very low and low-income persons. When needed or upon request, translators will be made available for non-English speaking attendees and the hearing-impaired.

5. Recommendations for Funding Categories and Allocations

Based on HOPWA priorities established through the consultative process described above, the County will develop recommendations concerning the amount of HOPWA funds to be allocated to each eligible funding category. The County will present these recommendations to the City for its review and comment. City approval will depend on the County's proposal being: (a) consistent with the City's established community priorities, and (b) eligible for receipt of HOPWA funds in accordance with HOPWA regulations and guidance.

6. Competitive Application Process

HOPWA funds will be allocated to eligible activities consistent with the established funding priorities through one or more competitive application processes seeking program Subrecipients and Developers to work directly with people living with HIV/AIDS. The City may participate in this process as an observer and may provide technical assistance. The County will host public meetings to discuss the use of HOPWA funds in the County's jurisdiction and to provide technical assistance to potential applicants in developing eligible projects. Additional technical assistance will be available upon request.

The County is responsible for overall implementation of the competitive application. The Notices of Funding Availability (NOFAs) will be sent to all interested parties. The County will convene a review panel consisting of County staff and representatives from a selected number of cities or other parties with knowledge of the community who do not have a conflict of interest. The funding recommendations from the County will be based on the following established criteria: consistency with established priorities; eligibility under federal regulations; alleviation of identified needs; target population; project feasibility and cost-effectiveness; experience; outreach and affirmative marketing program; and project readiness.

7. Funds Awarded and Distributed

Following completion of the competitive application process described above, the County shall submit to the City a description of the priority-setting, selection process and a list of selected Subrecipients and Developers. Activities and expected timelines approved by both the City and the County will be attached to this Agreement as Schedule A, and shall be incorporated into the HOPWA funding agreement between the City and the County.

The City will review the proposed projects to confirm eligibility under federal regulations and contracting requirements (24 CFR Part 574). If the proposed projects comply with federal HOPWA regulations, the City will approve the projects and so inform the County. If the City finds that the proposed projects are inconsistent with federal HOPWA regulations, the City will so inform the County and provide a rationale for its finding(s). Unless rejected by the City in writing within thirty (30) days after receipt of the staff report and budget allocation report, the projects will be deemed accepted.

Following approval by the City, the County will submit the recommended projects and program Subrecipients and Developers to the County Board of Supervisors for its review and approval. Once approved by the County Board of Supervisors, the County will submit a final Schedule C to the City.

Any HOPWA eligible Program Delivery costs associated with any of the Developer of Subrecipient contracts are built into the budget line item for Developer or Subrecipient per 24 CFR 574.3.

8. Contract Renewals

In order to encourage continuity and cost-effectiveness in the provision of services, the County shall consider two-year contracts for housing operations, housing counseling and supportive service projects and/or programs. Projects and/or programs will be evaluated after the first year of performance. Second-year implementation will be contingent upon funds availability and a satisfactory performance evaluation. The County will provide the City with information regarding the second-year funding recommendations.

SCHEDULE B

2016 HOPWA PROGRAM BUDGET

A detailed budget will be developed by the County and submitted to the City for approval. Once approved, it will be attached to this Agreement as Schedule B, and shall be incorporated into the HOPWA funding agreement between the City and the County.

Project Activity Funds

Project Sponsor Admin Funds (7% max)

Total County 2016 HOPWA Allocation \$ 563,974

Combined Contract Schedules



Business Name County of Contra Costa Phone (925)674-7887 Email: kristin.sherk@dcd.cccounty.us
 Address 30 Muir Road City Martinez State CA Zip 94553 Federal ID # 94-6000509
 City of Oakland Business License Number _____ Completed by: Kristin Sherk Phone if different _____

Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

- I declare under penalty of perjury that my company is **NOT** headquartered in Arizona. OR
- I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because _____

- I declare under penalty of perjury that my company will comply with the **City Of Oakland American with Disabilities Act** obligations.

Schedule D – (Ownership, Ethnicity and Gender) *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below) N/A - County is a political subdivision of the state of CA

- Self Employed, Name of Owner _____ Corporation, State of Incorporation _____
- Partnership, General or Limited _____ Names of Partners _____
- Joint Venture, Names of Participants _____

*Ownership Interests
 All owners must be listed
 in this information*

Ethnicity	African American	American Indian/Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.: Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. _____

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male						Female								
			African American	Native American / Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other			
Project Management																	
Professional																	
Technical																	
Clerical																	
Trades																	

Schedule K – (Pending Dispute Disclosure)

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please circle one) **Yes** **No**
- If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 Date: _____ Official(s); Staff person(s) involved: _____ Administering Department/Division: _____
 Issues: _____ (check) _____ Additional Disputes listed on Attachment

Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR

Please answer questions “yes” or “no” whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.
NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING “ACTIVE” STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 20__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any un-reimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers.		
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed.		
12. Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed.		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		
14. Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		
b. an existing business phone number other than your home number? (please indicate # along with area code)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		

	Yes	No
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes.		

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

<p>FOR CITY USE ONLY</p> <p>Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Date _____ <u>City Attorney/Assistant City Attorney/Deputy City Attorney</u></p>

Schedule N - (Living Wage – Declaration of Compliance) applicable to professional services contracts over \$25K only

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	HOPWA Employees 3
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to “Compensated Days Off” of the Living Wage Ordinance)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)

Section A. Contractor Information

- (1) Are you an EBO certified firm (Please circle one) Yes No (if yes, please attached certificate and skip Schedule N-1)
- (2) Approximate Number of Employees in the U.S. 10,000 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please circle one) Yes No (4) Union name(s) See attached.

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? **(Please circle one)** Yes No
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? **(Please circle one)** Yes No

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

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

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

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because _____

Schedule U – (Compliance Commitment Agreement)

- I have read the City of Oakland’s Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and 1/2 times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for professional services contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website (see the link below).

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:** _____

Oakland's Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. **Initial:** _____

Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:** _____

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: John Kopchik **Title:** Director, Conservation and Development

Signature: _____ **Date:** _____

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

Instructions for Certification A

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department/agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
7. The prospective primary participant further agrees by submitting this proposal that it will included the clause titled" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, to all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals.
9. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.