

File No. 110013

Committee Item No. 2
Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: February 2, 2011

Board of Supervisors Meeting

Date 2/8/11

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ethics Form 126
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Information Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Completed by: Victor Young
Completed by: Victor Young

Date: January 28, 2011
Date: 2-3-11

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Accept and Expend Grant - Community Services Block Grant - \$750,000]

2
3 **Resolution authorizing the Office of Economic and Workforce Development to**
4 **retroactively accept and expend a Community Services Block Grant in the amount of**
5 **\$750,000 from the California State Department of Community Services and**
6 **Development, through the Economic Opportunity Council, to support CityBuild, the**
7 **Summer Youth Employment Program, and RAMP SF.**

8
9 WHEREAS, The Community Services Block Grant (CSBG) award from California State
10 Department of Community Services and Development to the Office of Economic and
11 Workforce Development (OEWD) in the amount of \$750,000 is to support CityBuild, which
12 trains and places disadvantaged San Francisco residents in construction or related jobs; the
13 Summer Youth Employment Program (SYEP) which provides vocationally enhanced summer
14 employment opportunities for "at-risk", low-income San Francisco youth and young adults;
15 and RAMP SF, which combines job readiness training, paid work experience, educational
16 services, and intensive support for hard-to-serve and alienated young adults with barriers to
17 employment; and

18 WHEREAS, The subject grant, in order to maximize direct client services, does not
19 have indirect costs in the grant budget; and

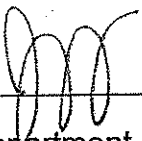
20 WHEREAS, OEWD is the fiscal and programmatic administrator for the subject
21 Community Services Block Grant; and

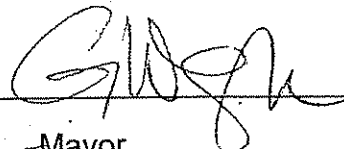
22 WHEREAS, The CSBG award does not require an Annual Salary Ordinance
23 amendment; now, therefore, be it

24 RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in
25 the grant budget; and be it

1 FURTHER RESOLVED, That OEWD is authorized to retroactively accept and expend
2 the Community Services Block Grant in the amount of \$750,000.

3
4 Recommended:

5 
6 _____
7 Department Head

Approved: 

8  Mayor

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
Approved: 

Controller

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Rhonda Simmons, Director of Workforce Development,
Office of Economic and Workforce Development
DATE: December 15, 2010
SUBJECT: Accept and Expend Resolution for Subject Grant
GRANT TITLE: Community Services Block Grant

Attached please find the original and 4 copies of each of the following:

- ☒ Proposed grant resolution; original signed by Department, Mayor, Controller
- ☒ Grant information form, including disability checklist
- ☒ Grant budget
- ☐ Grant application
- ☒ Grant award letter from funding agency
- ☒ Other (Explain): Local Plan for funds and services, in place of Grant Application

Special Timeline Requirements:

None

Departmental representative to receive a copy of the adopted resolution:

Name: Rhonda Simmons

Phone: 415-581-2351

Interoffice Mail Address: Workforce Division, OEWD
50 Van Ness Ave, SF CA

Certified copy required Yes ☐

No ☒

Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective July 2006)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Community Service Block Grant

2. Department: Office of Economic and Workforce Development

3. Contact Person: Amy Wallace

Telephone: 415-581-2313

4. Grant Approval Status (check one):

☒ [X] Approved by funding agency

☐ [] Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$750,000.00

6a. Matching Funds Required: \$0

b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: California State Department of Community Services and Development

b. Grant Pass-Through Agency (if applicable): Economic Opportunity Council

8. Proposed Grant Project Summary:

These CSBG grant monies will be disbursed to Community Based Organizations which assist in the implementation of the CityBuild Academy, a rigorous fourteen-week construction pre-apprenticeship program established and coordinated through OEWD which prepares individuals interested in learning a construction trade for entry-level, unionized positions within the construction industry; the Summer Youth Employment Program (SYEP) which provides vocationally enhanced summer employment opportunities for "at-risk", low-income San Francisco youth and young adults; and for RAMP SF, which combines job readiness training, paid work experience, educational services, and intensive support for hard-to-serve and alienated young adults with barriers to employment.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 5/1//2010

End-Date: 9/30/2010

10a. Amount budgeted for contractual services: \$750,000

b. Will contractual services be put out to bid? N/A

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? N/A

11a. Does the budget include indirect costs?

☐ [] Yes

☒ [X] No

b1. If yes, how much? N/A

b2. How was the amount calculated? N/A

c1. If no, why are indirect costs not included?

☐ Not allowed by granting agency

☒ To maximize use of grant funds on direct services

☐ Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

Indirect costs are incorporated into Department budget.

12. Any other significant grant requirements or comments: N/A

****Disability Access Checklist****

N/A

13. This Grant is intended for activities at (check all that apply):

☐ Existing Site(s)

☐ Existing Structure(s)

☐ Existing Program(s) or Service(s)

☐ Rehabilitated Site(s)

☐ Rehabilitated Structure(s)

☐ New Program(s) or Service(s)

☐ New Site(s)

☐ New Structure(s)

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Marc Majors
(Name)

Date Reviewed: 11/1/10

Department Approval: Marc Majors Workforce Development Manager
(Name) (Title)
[Signature]
(Signature)

CSBG BUDGET				
Char	Character	Subobj	Subobject	Dept Amt
038	City Grant Program	03800	Community Based Organization Svcs - Budget	\$750,000
TOTAL				\$750,000

SUBCONTRACT AGREEMENT
Between
Economic Opportunity Council
and
Office of Economic and Workforce Development

This Subcontract Agreement is entered into on this 16th day of June, 2010, (hereinafter referred to as "the Agreement"), between Economic Opportunity Council, a non-profit organization, (hereinafter referred to as "EOC"), and Office of Economic and Workforce Development, a City Agency.

WITNESSETH:

WHEREAS, EOC has entered into agreement with Office of Economic and Workforce Development (OEWD), for the project entitled "Workforce Development for San Francisco Residents" (hereinafter referred to as the "Project") and which includes funds for collaborative work on the Project, and;

WHEREAS, the parties desire to enter into this Agreement under said CSBG ARRA funds for work described herein and Office of Economic and Workforce Development is willing and able to make qualified personnel and facilities available to conduct such work,

NOW, THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND AGREE AS FOLLOWS:

1 STATEMENT OF WORK

- Expand RAMP and Sector Academy services to low-income residents who are not able to meet the rigorous eligibility requirements associated with other program funding. CSBG funds will provide tuition and materials for expanded classroom trainings offered through the Sector Academies and RAMP-SF.
- Through the provision of client support services funds, CSBG funding will enhance the accessibility of workforce system services for jobseekers with unmet immediate basic needs. Client support services funds will be used to address these needs so such jobseekers would be able to access and participate and have success in workforce programs, trainings, and employment opportunities.
- Provide supported-employment or on-the-job training (OJT) opportunities for jobseekers who complete RAMP-SF and/or Green Skills Academy training.

2 PERIOD OF PERFORMANCE

The project period begins May 1, 2010 (hereinafter referred to as the "Project Period"). Performance of this Agreement shall begin on the date of execution and shall not extend beyond September 30, 2010, the end date of the Project Period unless further extended by

written amendment of this Agreement.

3 ESTIMATED COST AND PAYMENT

- 3.1 The estimated cost for Office of Economic and Workforce Development's portion of the budget is \$750,000 for the Project Period, as attached and incorporated herein as CSBG ARRA Contract Budget summary. EOC is not liable for excess costs during the Project Period.
- 3.2 EOC shall issue monthly payments to Office of Economic and Workforce Development upon receipt and approval of an invoice and a certified expenditure activity report. The certified expenditure activity report shall specify the Monthly Reporting period and actual expenditures being billed to EOC for reimbursement. Reimbursement to Office of Economic and Workforce Development is contingent upon receipt of the monthly programmatic report as described in attachment ARRA Exhibit B and subject to review by EOC.

EOC will process invoices promptly. If invoices are for more funding than EOC has been disbursed by the Community Services and Development Department, payment will need to be held until the grant funding is received.

4 PERSONNEL

- 4.1 Dennis Yee is hereby designated, in accordance with the agreement, as the EOC Project Director for the Project Period. The EOC Project Director is responsible for monitoring all aspects of the Project and for providing general supervision of the work.
- 4.2 Amy Wallace is hereby designated, in accordance with the CSBG ARRA, as Program Director for OEWD for the Project Period. The Project Director is responsible for the work and services covered by this Agreement.

5 REPORTS

5.1 Monthly Expenditure Reports

The monthly reports shall be submitted on or before the tenth (10th) calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period in accordance with attached ARRA Exhibit B.

5.2 Programmatic Reports

The programmatic reporting on the status of the OEWD Projects will be submitted on a monthly basis to monitor the progress of the projects and meet the Federal reporting requirements. The monthly Project Status Report shall be submitted on or before the tenth (10th) calendar day following the reporting period, irrespective of the level of activity in the preceding period.

5.3 Quarterly Reports

Office of Economic and Workforce Development shall complete and submit quarterly programmatic activities to EOC. The quarterly NPI Programs and Client Characteristics reports shall be submitted on or before the tenth (10th) calendar day following the reporting period, irrespective of the level of activity in the preceding period. In accordance with CSBG ARRA

- a. CSBG ARRA NPI Programs Report, (CSD 901)
- b. CSBG ARRA Client Characteristics Report, (CSD 903-CCR)

6 CHANGES

This Agreement shall not be modified except in writing executed by both parties hereto. Either party may request changes in the scope of services of Contractor. Such changes must be approved in advance and signed by both parties as amendments to this agreement.

If in the event the grant terms that EOC has with the Community Services and Development Department changes in regards to grant amount or activities to be performed, this may trigger changes to this agreement including amount of funding available, spending per budget category or work to be performed

7 INSPECTION

Designated representatives from EOC shall have the right to inspect and review the progress of the work performed pursuant to this Agreement. Access shall be granted to the facilities used or otherwise associated with the work performed and to all relevant information, including but not limited to: test results, computations, and/or analyses used or generated under this Agreement. All such inspections shall be conducted in a manner as to not unduly delay the progress of work and EOC shall give Office of Economic and Workforce Development reasonable prior notice of inspections. Inspections by EOC will not relieve Office of Economic and Workforce Development of its responsibilities to fully and formally report the details of the work as set forth in accordance with CSBG ARRA.

8 Insurance

Contractor is self insured and shall maintain coverage during the term of this agreement a policy of workers' compensation insurance in conformance with applicable State law covering all employees who provide services. Contractor shall maintain during the term of this agreement coverage of general liability insurance, providing minimum coverage of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) aggregate per year, for all services rendered by Contractor, whether or not performed on behalf of EOC.

9 GENERAL

- 9.1 In the conduct and completion of the Project, pursuant to this Agreement, Office of Economic and Workforce Development agrees to establish, maintain and follow policies and procedures which are consistent with the undertaking of EOC under the CSBG ARRA Grant guidelines, and which policies and procedures are necessary to enable EOC to fulfill its obligations and responsibilities to CSBG ARRA.
- 9.2 Office of Economic and Workforce Development agrees it will not perform any act in performance of the Agreement which may interfere with EOC's eligibility to receive CSBG funds, or which may interfere with EOC's undertaking and obligations under the CSBG ARRA Grant.
- 9.3 This contract shall be governed by and construed in accordance with the laws of the State of California. The parties consent to venue and personal jurisdiction in the state and federal courts located in San Francisco, CA for the resolution of any disputes arising out of this Agreement.

10 AUDIT

All costs incurred under the Agreement are subject to audit by the EOC audit agency. Office of Economic and Workforce Development agrees to give auditors access to its records when necessary to document costs relating to the Project. Contractor shall allow EOC to audit, examine, and make excerpts and transcripts from books, documents, records, and invoices pertaining to the services rendered pursuant to this Agreement.

11 AUDIT REPORTS

All account records shall be kept for a period of three years from the date of the final closeout of this contract and shall be subject, upon request, to inspection by sponsor. Office of Economic and Workforce Development further agrees to provide EOC with copies of any independent auditors' reports which certify compliance with regulations which bear directly on the performance and administration of the Agreement. In cases of non-compliance, Office of Economic and Workforce Development will provide to EOC copies of responses to auditors reports and plans for corrective action.

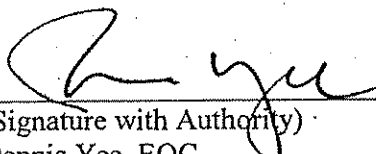
Reports of compliance or non-compliance, plans for corrective action, and/or questions should be directed to:

Kevin Jefferson
Contract Compliance Officer
EOCSF
kjefferson@eocsf.org
415-749-5600

IN WITNESS THEREOF, the parties hereto have executed this Agreement by proper person thereunto duly authorized.

FOR: Economic Opportunity Council

BY:


(Signature with Authority)
Dennis Yee, EOC

TITLE:

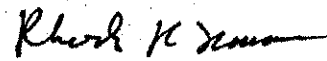
Interim Executive Dir

DATE:

7/23/10

FOR: Office of Economic and Workforce Development

BY:


(Signature with Authority)
Rhonda Simmons, OEWD

TITLE:

DATE:

ARRA EXHIBIT A
(Standard Agreement)

SCOPE OF WORK: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

ARRA PROVISIONS

1. The Community Services Block Grant has been established, funded and administered under the provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and is subject to the guidance, directives and applicable laws and regulations of the Federal Government and the State of California. The parties recognize and agree to the following underlying principles, which shall form the framework for implementation of ARRA and the subject program.

WHEREAS:

- ARRA is a comprehensive, yet targeted, response of the Federal Government to the severe and adverse economic conditions prevailing in the United States of America;
- These conditions require urgent and immediate action by and among many segments of society and the national economy;
- ARRA and the subject program are intended to stimulate economic activity and job growth in the communities served by the parties; and
- The Office of Management and Budget (OMB) considers all Federal programs with ARRA expenditures to be "high risk" due to the new transparency and accountability requirements; and
- The urgency of the economic conditions is such that some of the requirements and elements of the subject program have not been fully elaborated by the Federal Government and, as a consequence, the needed enabling measures and actions by the State of California are in preliminary form;

IT IS THEREFORE AGREED:

- A. That the parties shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter "ARRA Obligations");
- B. Because some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, CSD shall provide Contractor with specific ARRA requirements as they are issued or are otherwise made available to CSD by the Federal and State Government, which requirements shall be binding on the

ARRA EXHIBIT A
(Standard Agreement)

Contractor as a condition of the Contractor's participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:

- 1) That such additional requirements shall be issued by CSD in writing in the form of "ARRA program guidance, bulletins and/or directives;"
 - 2) That such additional requirements shall be issued by CSD in most timely and expeditious manner practicable;
 - 3) That such additional requirements shall be reasonably necessary to satisfy the Contractor's and CSD's ARRA Obligations and to realize the purposes of ARRA;
 - 4) That major and material changes in the ARRA program and/or ARRA requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their ARRA Obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
 - 5) That the parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph B., 4) above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
 - 6) That upon CSD's good faith determination, delivered to the Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.
- C. That the Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Obligations and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Obligations. Should the

**ARRA EXHIBIT A
(Standard Agreement)**

Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to CSD as soon as is practicable.

- D. That for purposes of ensuring full compliance with ARRA and ARRA Obligations, CSD may initiate special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.
- E. That Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: "This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the California Department of Community Services and Development."

2. PURPOSE

Contractor agrees to provide services and activities to advance self sufficiency and reduce economic dependency in accordance with the federal provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act/American Recovery and Reinvestment Act 2009 to eligible beneficiaries residing in Contractor's Service Area described in Exhibit A, Section 4.

- A. Contractor is prohibited from using ARRA funds for lobbying purposes and activities as provided in standard Exhibit E, paragraph. 6. E. of this agreement.
- B. Contractor may use ARRA funds to support outreach activities in connection with Contractor's ARRA Department of Energy (DOE) Weatherization (WX) and DOE Weatherization Assistance Program (DOE WAP) for low income purposes, if any, but is prohibited from expending ARRA funds to pay for administrative costs or labor, construction or material costs associated with those programs.

3. ORDER OF PRECEDENCE

In the event of any inconsistency among any provisions of this Agreement, the American Recovery and Reinvestment Act of 2009, Public Law 111-5 shall take precedence over the non-ARRA Exhibits A through E.

**ARRA EXHIBIT A
(Standard Agreement)**

4. SEPARATE ACCOUNTING

Grantees must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

4. SUBCONTRACTING

A. Contractor is charged with responsibility of ensuring that the strategic objectives, including the transparency and accountability requirements of ARRA, are met with respect to all subcontracts executed in furtherance of this agreement and of the ARRA CSBG program. Accordingly, Contractor's ARRA-related subcontracts shall incorporate the essential provisions, duties and obligations set forth herein and Contractor shall ensure that subcontractors' performance is fully compliant with this agreement.

B. In order to effect the purpose and intent of subsection A, above, Contractor shall:

- 1) submit to CSD within 30 calendar days of execution of each ARRA subcontractor agreement the name of the subcontractor, its address, telephone number, contact person, ARRA contract amount, ARRA project name, ARRA project description, expected outcomes, projected number of jobs to be created, projected number of jobs to be retained and a brief description of the types of jobs to be created and retained.
- 2) monitor subcontractor performance to ensure compliance;
- 3) assess risk of failure of compliance and take steps necessary to mitigate such risk;
- 4) develop monitoring tools and schedules and conduct evaluations in order to effect the purposes of subsections 2) and 3) above;
- 5) direct subcontractors to register in Central Contractor Registration (CCR) and obtain a Dun and Bradstreet Universal Numbering System (DUNS) number; and
- 6) provide CSD with copies of monitoring tools and monitoring schedules, subcontractors' CCR and DUNS number, as well as risk assessment plans and evaluation reports developed by Contractor.

ARRA EXHIBIT A
(Standard Agreement)

- C. Contractor agrees to separately identify to each subcontractor and to document at the time of subaward and at the time of disbursement of funds, the Federal award number, Catalog of Federal Domestic Assistance number, and amount of ARRA Funds. When a Contractor awards ARRA funds for an existing program, the information furnished to subcontractor shall distinguish the subawards of ARRA funds from regular subawards under the existing program.
- D. Contractor agrees to require its subcontractor to include on its Schedule of Expenditures of Federal Awards (SEFA) information to specifically identify ARRA funding similar to the requirements for the recipient SEFA. This information is needed to allow CSD to properly monitor subcontractor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.
- E. All subcontracts, procurement agreements and the like entered into under the CSBG ARRA program shall be subject to the competitive bid process as required under OMB guidelines and as provided in standard Exhibit E, 2, "Procurement" of this agreement, except however, the minimum threshold qualifying amount specified in Exhibit E 2 shall be \$500 rather than \$5,000, in conformance with the great accountability requirements of ARRA. In the event Contractor is unable to comply with the competitive bid process, justification for a Non-Competitively Bid (NCB) Contract must be submitted to CSD for pre-approval. Justification shall include adequate responses to the following questions and requests for information:
- 1) Why is the acquisition restricted to this good/ service/ supplier?
 - 2) Provide the background of events leading to this acquisition or contract.
 - 3) Describe the uniqueness of the acquisition (why was the good/ service/ supplier chosen?)
 - 4) What are the consequences of not purchasing the good/ service or contracting with the proposed supplier?
 - 5) What market research was conducted to substantiate NCB, including evaluation of other items or services considered?
 - 6) How was the price offered determined to be fair and reasonable?
 - 7) Describe any cost savings realized or costs avoided by acquiring the goods/ service from this supplier.
 - 8) Why is the submission of a NCB necessary and what are the determining factors that caused the problem?
 - 9) What are the consequences of not having the NCB approved?
 - 10) How will Contractor ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?

ARRA EXHIBIT A
(Standard Agreement)

- F. Given the high standards and expectations for transparency and accountability under ARRA and the strong emphasis on reducing the incidence of waste, fraud and abuse, CSD has provided Contractor with more detailed guidance on subcontract management, with particular attention given to risk assessment and subcontractor monitoring. This information is available on the CSD website at www.csd.ca.gov, under the title "ARRA Program Guidance." To comply with the provisions of this paragraph, Contractor is highly encouraged to consult the guidance and to follow the guidelines set out therein.

6. **LEGAL AUTHORITY**

In accordance with Public Law 105-285 Title II, Community Service Grant Program, Subtitle B-Community Services Block Grant Program of the Community Block Services Block Act, as amended, authorizes the Department of Community Services and Development to administer the American Recovery and Investment Act of 2009. All grant awards made under this Program shall comply with applicable law including regulations contained in 45 CFR, the American Recovery and Reinvestment Act of 2009 and other procedures applicable to this regulation as CSBG may, from time-to-time, prescribe for the administration of financial assistance.

7. **ARRA TERMS, CONDITIONS AND PROVISIONS**

A. Program Standards

The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act, the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revision. OMB M-09-10 Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009.

B. Administrative Requirements in accordance with Title 45 of the Code of Federal Regulations (CFR).

45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
45 CFR Part 30 – Claims Collection;
45 CFR Part 76 – Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
45 CFR Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title;
45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;

ARRA EXHIBIT A
(Standard Agreement)

45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;
45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
45 CFR Part 93 – New Restrictions on Lobbying;
45 CFR Part 96 – Block Grants;
45 CFR Part 97 – Consolidation of Grants to the Insular Areas;
45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities

The above documents are hereby incorporated by reference into this Agreement. to access these documents, please visit www.csd.ca.gov

- C. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education; and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant award:

Section 507: "Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources."

- D. In accordance with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- E. Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Single Audit Act of 1984, as amended.

ARRA EXHIBIT A
(Standard Agreement)

- F. Recovery Act funds may be used for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

\\Cobra\Shared\Contracts\Community Services Block Grant\CSBG American Recovery & Reinvestment Act\ARRA Contract Exhibits\ARRA Exhibit A RK - ARRA Exhibit A Scope of Work 8 12 09.doc

**CSBG Recovery Act Local Plan
San Francisco—Updated Plan
Workforce Development Services**

San Francisco's Local Plan for ARRA CSBG funds is built around a public-private partnership with the City and County of San Francisco (the City) that leverages and augments the City's existing Workforce Development System. This local Workforce Development System and its related programs are coordinated and administered through the City's Office of Economic and Workforce Development (OEWD).

Leveraging OEWD resources and infrastructure

OEWD, as the entity responsible for the overarching strategy and coordination of the City's workforce system is able to leverage a large network of service providers and a diverse array of workforce development programming. OEWD already has in place: established contracts; structured reporting mechanisms; a network of business, nonprofit, foundation, and government partners; a diversity of funding streams; and the appropriate fiscal and programmatic monitoring and compliance policies and procedures that meet federal standards, as well as staff with the expertise to coordinate and implement these. Furthermore, all of OEWD's service provider contracts and grants have been established through federally approved contract procurement process. As such, OEWD has the ability to leverage this network of providers and resources as needed to support the CSBG Local Plan.

ARRA CSBG funding will be used to further the following goals identified by the California Department of Community Services and Development (CSD) for CSBG Recovery Act Funds:

1. "Creation of jobs to promote economic recovery"
2. "Provision of assistance to those most impacted by the recession."

The funding will also support the following CSD-identified goals for CSBG funding in general:

1. "Low income people become more self sufficient"
2. "Provide a range of services to assist low-income people in attaining the skills, knowledge, and motivation necessary to achieve self-sufficiency."
3. "Provide low-income people with immediate life necessities such as food, shelter, and healthcare needs, etc."
4. "Help provider agencies to improve and increase their capacity at achieving results and to develop community resources with whom to link services and funding."

The specific Workforce Development System initiatives that OEWD will leverage to directly support the CSBG Local Plan, include:

- CityBuild (Construction Sector) Academy,
- Green Skills Academy, and
- RAMP-SF

CityBuild Academy and Green Skills Academy

CityBuild Academy is a rigorous fourteen-week construction pre-apprenticeship program established and coordinated through OEWD. This Academy prepares individuals interested in learning a construction trade for entry-level, unionized positions within the construction industry. Upon successful completion from the Academy, students attain several construction certifications including OSHA 10, HAZWOPER, Scaffolding, Flagging, Fall Protection, Forklift, Scissor Lift, First Aid and CPR. Job placement assistance is facilitated in collaboration with Construction Trade Unions, partner Community Based Organizations and City College of San Francisco.

OEWD is also the lead agency in a newly launched **Green Skills Academy (GSA)** that will support, train and place jobseekers in green careers. The existing Green Skills Academy has already been established with multiple funding streams, including the Department of Labor's Workforce Investment Act (WIA) ARRA funds.

The existing Academy programs will be expanded and tailored to meet the specific needs and challenges of CSBG target populations including, "low-income individuals that may be unemployed or receiving public assistance, at-risk youth, custodial and non-custodial parents, residents of public housing, persons with disabilities, persons who are homeless, and individuals transitioning from incarceration into the community." CSBG funding will leverage the already-established infrastructure of the CityBuild Academy and Green Skills Academy and serve an additional 60-80 jobseekers. CSBG funding will also be used to provide low-income jobseekers with the necessary support services needed to successfully qualify, enroll, and complete these trainings. CSBG funding will leverage the existing partnerships of both Sector Academies. OEWD will manage the partnership and will create connections to hiring efforts related to green jobs, construction jobs, and various City projects. Through the City's mandated local hiring program, by which all contractors are bound, OEWD will be in a position to develop jobs on all these projects for Academy graduates.

RAMP-SF

RAMP-SF is a gateway to positive employment and educational opportunities for San Francisco's hard-to-serve and alienated young adults. It is a workforce and educational development program that provides young adults with an opportunity to address barriers to employment within the context of a work environment. RAMP-SF equips them with the skills and opportunities they need to get on a path towards self-sufficiency and productive participation in society. The program model combines job readiness training, paid work experience, educational services, and intensive support.

Like the Sector Academies, the existing RAMP-SF program relies heavily on WIA-funding—leaving out many low-income young adults who are not able to meet that funding source's rigorous eligibility requirements. CSBG funding will leverage the existing RAMP-SF program to expand the number of low-income residents served, including "low-income individuals that may be unemployed or receiving public assistance, at-risk youth, custodial and non-custodial parents, residents of public housing, persons with disabilities, persons who are homeless, and individuals transitioning from

FORM SFEC-126
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Government Conduct Code § 1.126)

City Elective Officer Information (Please print clearly)	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information (Please print clearly)	
Name of Contractor: Mission Hiring Hall, Inc.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Carlota Del Portillo, Mark Farrar, Bethany Kaye, Charles "Rick" Moore, Tse Ming Tam, Shanna R. Trujillo, William Wong, Don Marcos 2) Don Marcos, Executive Director 3) N/A 4) Charity Cultural Services Center, 5) N/A	
Contractor address: 3042 16th Street San Francisco, CA 94103-3419	
Date that contract was approved:	Amount of contract: \$325,678
Describe the nature of the contract that was approved: The grant award is to support CityBuild, which trains and places disadvantaged San Francisco residents in construction or related jobs; and to document, track, and assess the impact of CityBuild and related services on San Francisco.	
Comments:	

This contract was approved by (check applicable)

☐ The City elective officer(s) identified on this form

☒ A board on which the City elective officer(s) serves

San Francisco Board of Supervisors

Print Name of Board

☐ The board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on the form sits

Print Name of Board

Filer Information (Please print clearly)	
Name of filer: Angela Calvillo Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.or

Signature of the Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if Submitted by Board Secretary or Clerk)

Date Signed

FORM SFEC-126:

NOTIFICATION OF CONTRACT APPROVAL

(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information (Please print clearly.)	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information (Please print clearly.)
Name of contractor: Japanese Community Youth Council
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. 1. Board of Directors: Amy Sujishi (Chair), Angus MacDonald (Secretary), David Jung (Treasurer), Evan Wayne Oliver Dunlap, Rev. Ron Kobata, Ayumi Sohn, Aya Ino, Peter Magagna 2. Executive Staff - Jon Osaki, Executive Director; Jean Ijichi, Fiscal Director; Julie Matsueda, Deputy Director of Programs; Diana Tsoi, Deputy Director of Administration 3. - 5. N/A
Contractor address: 2012 Pine Street, San Francisco, CA 94115
Date that contract was approved: May 10, 2010
Amount of contract: \$219,667
Describe the nature of the contract that was approved: Contractor operated a summer youth employment program for "at-risk", low-income San Francisco youth and young adults, providing worksite development, youth payroll functions and development of training tools and materials.
Comments:

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form☒ a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information (Please print clearly.)	
Name of filer: <u>Angela Calvillo</u> Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: <u>Board.of.Supervisors@sfgov.org</u>

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
 (S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>		
Name of contractor: Goodwill Industries of San Francisco, San Mateo and Marin		
<p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p>1. Please see attached list of Board of Directors 2. Deborah Alvarez-Rodriguez, Chief Executive Officer; Gary Grellman, Chief Financial Officer; Linda Shih, Chief Operating Officer 3. N/A 4. San Francisco Conservation Corps and Family Services Agency 5. N/A</p>		
Contractor address: 1500 Mission Street, San Francisco, CA 94103		
<table border="1"> <tr> <td>Date that contract was approved: December 1, 2009</td> <td>Amount of contract: \$144,082</td> </tr> </table>	Date that contract was approved: December 1, 2009	Amount of contract: \$144,082
Date that contract was approved: December 1, 2009	Amount of contract: \$144,082	
Describe the nature of the contract that was approved: Contractor manages the RAMP program for low-income, hard-to-serve youth ages 18 - 24 years, providing job readiness training, paid work experience, educational and support services, case management, and job placement.		
Comments:		

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves San Francisco Board of Supervisors
 Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

**BOARD OF DIRECTORS****BOARD TERM END DATE**

John Power, Board Chair
Executive Director, The Volunteer Center

July 2012

Michael Joseph, Board Vice-Chair
FJM Investments

October 2013

Elise Clowes, Board Secretary
Owner, Clowes Law Offices

April 2013

Michael Stajer, Board Treasurer
Founder/CEO, WineCommune LLC

April 2013

Suzanne DiBianca
Executive Director, Salesforce.com Foundation

February 2013

Robert Ginis
GP Analytics

August 2014

Jacquelyn Hadley
Bridgespan

April 2011

Tricia Lesser
Senior Production Director, The Gymboree Corporation

April 2012

Brian Penzel
Corporate Relationship Manager, Citi Smith Barney

January 2011

Christina Polischuk
Financial Services Professional, Black Rock

July 2012

Shepard Pollack
Retired, Marketing/Business Development Executive

April 2011

Jane Vaughan
Development Partner, Menlo Equities

September 2012

Michael Weir
Unified Communications Sales Manager, Microsoft

June 2013

Frank Williams
Director, Senior Ex-Offender Program, Bayview Hunter Point Multipurpose Senior Services

April 2010

11/10/2010