



ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

WENDY STILL, MAS
Chief Probation Officer

January 21, 2020

SUBJECT: ACCEPT BETTER CAREERS DESIGN GROUP GRANT FUNDING FROM THE THIRD SECTOR CAPITAL PARTNERS, INC. AND APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA COUNTY PROBATION DEPARTMENT AND THIRD SECTOR CAPITAL PARTNERS, INC. TO IMPLEMENT THE PROPOSED PROGRAMS

Dear Board Members:

RECOMMENDATIONS:

- A. Accept a grant award from Third Sector Capital Partners, Inc. (Third Sector) for the Better Careers Design Group Grant Program to develop a local Solutions Plan that will focus on advancing economic opportunity and mobility for under-resourced jobseekers for the period of 2/1/20 – 7/31/21 in the amount of \$25,000;
- B. Approve a Memorandum of Understanding (MOU) between Alameda County Probation (ACPD) and Third Sector for the Better Careers Design Group program for the period of 2/1/20 – 7/31/21 in an amount not to exceed \$25,000;
- C. Authorize the Chief Probation Officer or designee, to negotiate and execute a MOU, upon review and approval as to form by County Counsel and return an executed copy to the Clerk of the Board for filing; and
- D. Authorize the Auditor-Controller to make the related budget adjustments.

SUMMARY/DISCUSSION:

Third Sector is a leading innovator and implementer in the outcomes movement. Third Sector's approach is to facilitate inclusive conversations about measurable outcomes between public sector agencies and community stakeholders, then operationalize mutual goals in agreements between public agencies and community organizations. By making outcomes orientation a core component of government's annual mandate to deploy its resources for the public good, they maximize the sustainability and impact of changes in the way government agencies do business over the long-term.

ACPD will participate in the Design Group with the Alameda County Workforce Development Board (ACWDB), Rubicon Programs, and Growth Sector to co-design improvements to their local workforce system using a curriculum of Human-Centered design and outcomes orientation. Rubicon Programs and Growth Sector are community-based organizations dedicated to improving economic mobility for individuals with significant barriers to employment. They will participate in the Design Group to provide a community-based lens to the project. By creating solutions plans as a local team and in consultation with under-resourced job seekers and employers, the Design Group will break down systemic barriers to economic opportunity in the communities they serve. Design Group members will gain a deeper understanding of gaps and opportunities for improvement within their local workforce ecosystems, establish trust-based relationships across sectors and within their own organizations, and become well versed in Human-Centered design outcomes orientation.

ACPD applied, and was selected, to receive \$25,000 from Third Sector to design, test, and refine a Solutions Plan in partnership with the local team and in consultation with under-resourced job seekers and employers. Third Sector, as part of its core mission to accelerate America's transition to a performance-driven social sector, will provide technical assistance to the team in developing the Plan. From February 2020 until July 2021, Third Sector will provide customized technical assistance, including six workshops, six applied activities based on the principles of Human-Centered Design, and ongoing Learning Community and continuous coaching from a dedicated Third Sector team to help ACPD develop a customized Solutions Plan. The grant will offset the costs of participation in the workshops and applied activities.

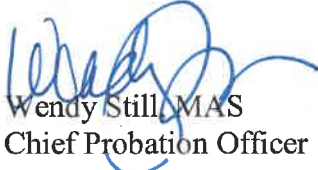
FINANCING:

Funding for this grant is not included in ACPD's FY 2019-20 approved budget. Therefore, the budget adjustments to increase appropriations and revenue are required to align funding received for this year and the subsequent year budget. No County match is required, and there is no increase in net County cost.

VISION 2026 GOAL:

Implementation of the Better Careers Design Group grant program meets the County's 10X goal pathways of a **Crime Free County** in support of the County's shared visions of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,



Wendy Still, MAS
Chief Probation Officer

WS:mu

FINANCIAL RECOMMENDATION

AGENDA DATE: 2/4/2020

Subject of Board Letter:

ACCEPT BETTER CAREERS DESIGN GROUP GRANT FROM 3RD SECTOR CAPITAL PARTNERS & APPROVE MOU WITH CAPITAL PARTNERS, INC.

BY: 2020

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
250200	470510	31700		\$6,944
ORG TOTAL				\$6,944

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$6,944

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
250200	610000	00000		\$6,944
ORG TOTAL				\$6,944

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$6,944

**MEMORANDUM OF UNDERSTANDING AMONG
ALAMEDA COUNTY PROBATION DEPARTMENT
AND
THIRD SECTOR CAPITAL PARTNERS, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made as of **February 1, 2020** (the “Effective Date”), among **Alameda County Probation Department** (“The Grantee”), and **THIRD SECTOR CAPITAL PARTNERS, INC.**, a Massachusetts non-profit corporation (“Third Sector”). The Grantee and Third Sector may each be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, An Outcomes-Driven Solutions Plan (“**Solutions Plan**”) is a detailed for a local team to achieve one or more of Better Careers initiative goals by operationalizing connections between local team members (local government agencies and community-based organizations) this may include data sharing, service coordination, community engagement and/or policy/compliance requirements;

WHEREAS, Third Sector is a leading innovator and implementer in the outcomes movement. Third Sector’s approach is to facilitate inclusive conversations about measurable outcomes between public sector agencies and community stakeholders, then operationalize mutual goals in agreements between public agencies and community organizations. By making outcomes orientation a core component of government’s annual mandate to deploy its resources for the public good, we maximize the sustainability and impact of changes in the way government agencies do business over the long-term;

WHEREAS, the Alameda County Probation Department is interested in participating in the Better Careers Design Group (“**Design Group**”) in order to develop a local Solutions Plan that will focus on advancing **economic opportunity and mobility for under-resourced jobseekers in achieving a more equitable local workforce system**, and wishes to receive technical assistance from Third Sector to learn and apply human-centered design and outcomes orientation alongside other organizations committed to advancing workforce development outcomes; and

WHEREAS, the Parties wish to enter into this Agreement to work collaboratively and in a mutually supportive manner on the Solutions Plan.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. Overview.** The Grantee will partner will the organizations below to co-design improvements to their local workforce system using a curriculum of Human-Centered design and outcomes orientation:

Alameda County Probation Department

Alameda County Workforce Development Board

Rubicon Programs

Growth Sector

By creating solutions plans as a local team and in consultation with under-resourced job seekers and employers, the Design Group will break down systemic barriers to economic opportunity in the communities they serve. Design Group members will gain a deeper understanding of gaps and opportunities for improvement within their local workforce ecosystems, establish trust-based relationships across sectors and within their own organizations, and become well versed in Human-Centered design outcomes orientation.

2. Relationship of the Parties.

2.1. The Grantee is interested in designing, testing and refining a Solutions Plan in partnership with their local team and in consultation with under-resourced job seekers and employers; and

2.2. Third Sector, as part of its core mission to accelerate America's transition to a performance-driven social sector, will provide technical assistance to the Grantee to develop a Solutions Plan.

3. Responsibilities of Third Sector.

3.1. Technical Assistance and Training: From January 2020 until June 2021, Third Sector will provide customized technical assistance, including six workshops, six applied activities based on the principles of Human-Centered Design, an ongoing Learning Community and continuous coaching from a dedicated Third Sector team to help the Grantee develop a customized Solutions Plan.

4. Responsibilities of Grantee.

4.1. Dedicated Personnel. The Grantee shall make available the following individuals to aid in the completion of the Solutions Plan:

4.1.1. Organizations will identify at least 2 mid- or senior-level staff to attend Design Group workshops and manage contributing activities. These staff members will have varied experience in the areas of programming, data analysis, and/or contracting; strong ideation, relationship building, and community engagement skills; and direct access to executive-level decision-makers at their agency.

4.1.2. Staff member: Marcus Dawal, Assistant Chief Adult Field Services.

4.1.3. Staff member: Charles Patillo, Employment Consultant.

4.1.4. The Grantee understands that the dedicated personnel listed above may need to devote, individually, 24-32 hours on average per month to the Solutions Plan. The two staff above may choose to delegate a portion of the responsibility and the time commitment required for these activities listed below to other staff in their organization as appropriate.

4.2. Applied Activities

4.3. Kickoff. Third Sector will host an in-person team introduction meeting on a date convenient for members of the team in January 2020 and at least one participating staff member from each organization in the team will attend, though ideally both participating staff members will attend.

4.4. Workshops. Third Sector to host 6 in-person workshops from February 2020 to June 2021. The curriculum builds on itself, therefore, it is expected that the two participating staff members will attend each of these. In the event that only one staff member can attend or a replacement staff member will attend in the place of the designated in 4.1.2. and 4.1.3., the Grantee will notify Third Sector of this at least one week in advance of the workshop. The workshops will be one day events that last for 7-8 hours. 1-2 workshops will be held in the jurisdiction of the Grantee's local team.

4.5. Third Sector TA Sessions

4.6. Learning Community. Third Sector will host virtual Learning Community sessions of state agencies, county agencies, community leaders and Design Group participants committed to outcomes orientation for California's workforce development system. The organization participating staff will attend a majority of these sessions. At least one organization's participating staff member will attend each. There will be 3 to 6 sessions for the Learning Community, likely webinars that last for 1-2 hours.

4.7. The two participating staff members shall work with Third Sector throughout the duration of this Agreement on the activities listed above in 4.2 to 4.6 which will aid in completion of the local team's Solutions Plan. The Parties recognize that in order for Third Sector to accomplish the goals and activities set forth in this Agreement within the estimated timeframes, that timely Grantee response to Third Sector inquiries and participation by Grantee decision-makers in the Solutions Plan is required. Accordingly, the Grantee agrees to use its best efforts to respond to any such requests (each, a "**Request**") from Third Sector within five business days. Third Sector also agrees to use its best efforts to respond to any such requests from the Grantee within 5 business days.

5. Funding.

5.1. Third Sector shall be compensated for performing the services and activities set forth herein in accordance with the terms of that certain Grant Agreement between Third Sector and the James Irvine Foundation dated June 13, 2019 (the "**Grant Agreement**"). If, at any time Third Sector anticipates that all activities described in this Agreement cannot be accomplished within the allotted funding despite the best efforts of Third Sector, Third Sector shall notify the Grantee in writing and provide recommendations for a path forward. Such notice shall be provided

at least 60 days prior to the time that the allotted funding shall be expended. Such recommendations may include, but not be limited to a reduced scope of work or changes to the budget or time allocated.

5.2. In accordance with the Grant Agreement, Third Sector shall submit to the James Irvine Foundation an Interim Narrative and Financial Report on June 1, 2020 and a Final Narrative and Financial Report on July 1, 2021.

5.3. The James Irvine Foundation and Third Sector share a commitment to compensating mission-driven organizations for their participation in capacity and field-building initiatives like the Design Group. Each organization participating in the Design Group will receive \$25,000 in grant funding. These grants will provide organizations with additional flexibility so that the time or resources needed for participation in the Design Group does not create a conflict with other priorities. Third Sector will administer \$25,000 to each organization through one to two payments in 2020.

5.4. Third Sector will reimburse up to two participating staff members from the Grantee for their workshop travel costs (flight transportation, ground transportation and lodging), up to \$600 per attending staff member per each workshop. We request usage of GSA rates whenever possible. In order to receive reimbursement, attending staff members will submit a W-9 and self-certification form and will submit receipts or an itemized signed claim for each incurred cost.

5.5. The Grantee will seek approval from Third Sector before sending more than two staff members to a workshop so that workshop attendance can be managed. If additional staff are able to attend, Third Sector will only reimburse travel costs for two staff members per workshop.

6. Confidentiality and Personally Identifying Information Sharing.

6.1. Confidential Information. For purposes of this Agreement “**Confidential Information**” means: (a) any non-public data or information disclosed by one party or its Affiliates (the “**Discloser**”) to the other party (the “**Recipient**”) that is marked “confidential” or “proprietary” at the time of disclosure or which the Recipient should reasonably know to be confidential given the nature of the data or information and the circumstance of disclosure; and (b) the specific terms and conditions of this Agreement.

6.2. Exceptions. The obligations set forth in Section 6.3 will not apply to any information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the Recipient; (b) is rightfully known by the Recipient at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Recipient without use of the Discloser’s Confidential Information; or (d) is rightfully obtained by the Recipient from a third party without restriction on use or disclosure.

6.3. Obligations. Except as expressly permitted by this Agreement, the Recipient will: (a) not disclose the Discloser’s Confidential Information except (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient’s obligations under this Agreement, and who are bound by

confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 6.3; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation; (b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement; and (c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own confidential information of similar nature and importance.

6.4. Return of Confidential Information. Except as otherwise expressly provided in this Agreement, the Recipient will return to the Discloser, and destroy or erase all of the Discloser's Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

6.5. To successfully complete the Solutions Plan, The Grantee and its partners may need to share personally identifying information ("PII") with Third Sector about individuals, service interventions, and outcomes. In the event any PII must be shared with Third Sector, prior to sharing any such PII, Third Sector, the Grantee and other local team members will develop and execute a data sharing agreement that outlines what information will be shared, specific uses of the shared information, proper methods for securely sharing and storing data, and other topics required by the Grantee and other partners to share confidential participant data with Third Sector.

7. Ownership.

7.1. Pre-existing and Independently Developed Materials: As between the Parties, each Party will exclusively own all title and proprietary rights recognized by law in and to all Materials (as defined below) that such Party either: (i) owned prior to the Effective Date of this Agreement, (ii) created by itself without embodying the contributions of another Party in a manner that would establish it as Jointly Developed Materials pursuant to Section 7.2 below, or (iii) acquired from a third party in a legally authorized transaction. Such pre-existing, independently created, and properly acquired Materials will remain the exclusive property of the owner even if such Materials are subsequently combined with Materials that are proprietary to another Party. To the extent Third Sector incorporates any of its proprietary Materials into any deliverables provided to Grantee in connection with the technical assistance, then such Materials will be deemed to be licensed non-exclusively to Grantee for their use in connection with the deliverables described in the Scope of Work and the Solutions Plan explored, assessed, and, if feasible, launched in connection with the technical assistance provided under this Agreement. To the extent that Grantee provides any of its proprietary Materials to Third Sector, then such Materials will be deemed to be licensed non-exclusively to Third Sector for its use in connection with the technical assistance and the Solutions Plan explored, assessed, and, if feasible, launched in connection with the services provided under this Agreement.

7.2. Materials Developed Jointly During the Solutions Plan: Materials developed jointly after the Effective Date hereof and embodying the collaboration and joint contributions of one Party with any others ("Jointly Developed Materials") will be jointly owned by the contributing Parties, and will be free for either joint owner to use in any manner without any duty to seek the consent of, account to, or bear any other obligation of the other contributing Party or

Parties. For clarity, (i) Jointly Developed Materials will only consist of, and exist to the extent of, the creation of new Materials through joint collaborative effort, and the pre-existing or independently developed Materials of any Party will not become Jointly Developed Materials simply through their incorporation into a deliverable incorporating Materials from multiple sources, and (ii) **such Jointly Developed Materials shall not contain any Confidential Information of any of the Parties**. For example, to the extent such information is recognized by law as proprietary, information provided by Grantee will not itself become Jointly Developed Materials because it is used in or incorporated into a report prepared by Third Sector. Similarly, the proprietary methods, systems, analytics, reports, and other Materials of Third Sector will not become Jointly Developed Materials because when used in this project, they incorporate or rely upon information from Grantee.

7.3. **Mutual Acknowledgement of Restricted Rights**: Each Party agrees that it has no license to use, and will make no use of, the proprietary Materials of another Party except as expressly set forth above in this Agreement. For clarity, each Party agrees that its right to access and use the proprietary Materials of the other Party extends only to intended and authorized use, and each Party will not reverse engineer, hack, disable security devices, or take any other steps to obtain access to or use of any Materials of another Party.

7.4. **Definition of Materials**: “Materials” means and includes work product and materials of any type or nature, embodied or captured in any media format, including, without limitation: data and information, methods, systems, algorithms, formulae, analytics, writings and works of authorship (whether or not protected by copyright), diagrams, illustrations, reports, charts, graphs, displays, financial information, contractual agreements, inventions (whether or not patentable), insights, any other materials created through the efforts of a Party. In addition, “Third Sector Materials” means Materials owned by Third Sector, including any model formulas, and “Grantee Materials” means Materials owned by Grantee, including Grantee data.

8. Delays, Term and Termination.

8.1. **Delay for Failure to Respond to a Request**. If (i) the Grantee fails to respond to a request from Third Sector related to the Scope of Work within five business days, and (ii) Third Sector determines that the response to such request is critical to Third Sector proceeding with the Solutions Plan, Third Sector may elect, in its sole discretion, to send a notice to the Grantee that Third Sector is stopping work on the Solutions Plan until such time as the request is satisfied (each, a **Delay Notice**”).

8.2. **Term**. This Agreement, which includes the Recitals and Exhibits, shall be effective as of the Effective Date and shall terminate, unless terminated pursuant to Section 8.3, 18 months later. The term of this Agreement may be extended beyond twelve months from the Effective Date only with the written approval of Grantee and Third Sector.

8.3. Termination.

8.3.1. Any Party may terminate this Agreement, at any time, upon written notice to the other Party, if the other Party breaches a material term of this

Agreement and fails to cure such breach within thirty days after receiving written notice of such breach from the non-breaching party.

8.3.2. Third Sector may terminate this Agreement immediately in the event the Grant Agreement is terminated.

8.3.3. Third Sector may terminate this Agreement if the Grantee fails to respond to a Request within five business days after receipt of a Delay Notice.

9. Miscellaneous Provisions.

9.1. Publicity. The Parties agree to collaborate to ensure consistent messaging and aligned communications activities and materials, including development of project-specific communications strategies and materials and to provide the other parties with at least three days' notice and opportunity to review any press release. Any marketing materials, website pages, social media, and external reports or publications developed as part of the Solutions Plan shall include Third Sector's logo and must acknowledge the participation of Third Sector. Third Sector will provide approved logos.

9.2. Insurance. Third Sector acknowledges that during the term of this Agreement, Third Sector will, at its sole expense, obtain and maintain in full force and effect commercial and/or professional liability insurance with limits of at least \$1,000,000 per occurrence. Upon request, Grantee shall be named as an additional insured on the general liability insurance policy.

9.3. Violations. The implementation of any provision in this Agreement shall not include any action that any Party determines, in good faith and relying on substantial legal authority, will violate or create substantial risk of any: (i) state or federal antitrust laws; (ii) state or federal laws and regulations imposed upon tax-exempt entities; (iii) binding and enforceable contracts to which such Party is a party; or (iv) violation of any other county, state or federal law which governs the activities of any Party.

9.4. Amendments and Extension. This Agreement may be amended or extended only with mutual written agreement of the Parties.

9.5. Waivers. No amendment or waiver of any term, provision or condition of this Agreement will be effective, unless in writing and executed by each of Parties. No waiver on any one occasion will extend to or affect or be construed as a waiver of any right or remedy on any future occasion. No course of dealing of any person nor any delay or omission in exercising any right or remedy will constitute an amendment of this Agreement or a waiver of any right or remedy of any Party hereto.

9.6. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and nothing contained herein shall confer upon anyone other than the Parties and their permitted successors or assign any right to insist upon or to enforce the performance or observance of any of the obligations contained herein.

9.7. Limitations. Grantee understands that the Solution Plans related services are being provided "as is" and Third Sector disclaims all warranties, express or implied. Other than in cases

of gross negligence, Third Sector will not be liable for any damages arising in connection with this Agreement.

9.8. Choice of Law. This Agreement and all matters arising under or related to this Agreement are governed by and will be construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Commonwealth of Massachusetts and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

9.9. Waiver of Jury Trial. To the extent not prohibited by applicable law which cannot be waived, each of the Parties hereto hereby waives, and covenants that it will not assert (whether as plaintiff, defendant, or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, cause of action, action, suit or proceeding arising out of or based upon this Agreement or the subject matter hereof, in each case whether now existing or hereafter arising and whether in contract or tort or otherwise. Each of the Parties hereto acknowledges that it has been informed by each other Party that the provisions of this Section 9.9 constitute a material inducement upon which such Party is relying and will rely in entering into this Agreement and the transactions contemplated hereby. Any of the Parties hereto may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of each of the Parties hereto to the waiver of its right to trial by jury.

9.10. Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

9.11. Entire Agreement. This Agreement and all Exhibits contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior communication or agreement with respect thereto.

9.12. Notices. Any request, authorization, direction, notice, consent, waiver, or other document provided by this Agreement shall be in writing and shall be deemed sufficiently given when mailed by registered or certified mail, postage prepaid, or sent by electronic mail, subject to recognition or delivered during business hours as follows:

Alameda County Probation Department

Attn: Chief Wendy Still
1111 Jackson Street, 8th Floor
Oakland, CA 94607

THIRD SECTOR CAPITAL PARTNERS, INC.

Attn: Yelena Danziger
Its: Director and General Counsel
Email: ydanziger@thirdsectorcap.org
Address: 500 Washington St., Suite 425
San Francisco, CA 94111

9.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document. This Agreement may be executed by facsimile or electronic (.pdf) signature, and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

[Remainder of the page intentionally left blank. Signature page follows.]

DRAFT

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the Effective Date by its duly authorized agent.

THIRD SECTOR CAPITAL PARTNERS, INC. Alameda County Probation Department

By: _____
Name: _____
Title: _____

By: _____
Name: Wendy Still, MAS
Title: Chief Probation Officer

DRAFT