



## ALAMEDA COUNTY PROBATION DEPARTMENT

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

**MARCUS DAWAL**  
Interim Chief Probation Officer

July 12, 2022

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

**SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH OAKLAND PUBLIC EDUCATION FUND, AS FISCAL SPONSOR OF YOUTH BEAT, TO PROVIDE MEDIA ARTS AND CAREER PATHWAYS PROGRAMMING; PROCUREMENT CONTRACT NO. 24288; AMOUNT: \$49,500**

Dear Board Members:

### **RECOMMENDATION:**

Approve a Standard Service Agreement (Procurement Contract No. 24288) with Oakland Public Education Fund, as a fiscal sponsor of Youth Beat (Principal: Jake Schoneker; Location: Oakland), to provide media arts and career pathways programming to the Alameda County Probation Department, for the term of 8/1/2022 - 7/31/2023, in the amount of \$49,500.

### **DISCUSSION/SUMMARY/FINDING:**

Following the recommendations of the SB 823 Subcommittee report, Alameda County Probation Department (ACPD) is requesting approval of a media arts and career pathways program for youth at Juvenile Hall and Camp Wilmont Sweeney.

Youth Beat will facilitate two consecutive cohorts (one at Juvenile Hall and one at Camp Sweeney) for 36 weeks covering topics, including but not limited to, video production, photography, graphic design, music production, and animation. Each cohort will be 18 weeks and consist of 2-hour classes, two times per week, totaling 8-hours per week.

Youth Beat has been providing hands-on media training to Alameda County youth for more than 10 years. Their youth-centered approach is designed to spark creativity, evoke excitement and expose youth to employable media skills that will benefit them in the future.

**SELECTION CRITERIA/PROCESS:**

*ACPD has determined that Alameda County does not currently have the resources to provide a media arts and career pathways program.*

*In compliance with the county-wide procurement policy, ACPD requested proposals from two local vendors: Mario Bobino and Youth Beat. In response to ACPD's informal request for quotation, Youth Beat responded with the lowest-cost qualified bid. Based on Youth Beat's longevity in the community and in facilitating this program, it was determined that they have the experience to provide the above-mentioned program for ACPD.*

*The General Services Agency Office of Acquisition Policy waived the Small Local Emerging Business (SLEB) requirements for this contract as subcontracting opportunities were not available (SLEB Waiver No. 8358; Expiration: 07/31/2023).*

**FINANCING:**

This contract will be funded evenly by both SB 823 state allocation and the Youth Offender Block Grant and is included in the ACPD's Fiscal Year 2022-23 Approved Budget. No additional appropriations are required and there will be no increase in net County cost.

**VISION 2026 GOAL:**

The media arts and career pathways program meets the 10X goal pathway of a **Crime Free County** in support of our shared vision of a **Safe & Livable Communities**.

Respectfully submitted,



Marcus Dawal  
Interim Chief Probation Officer

MD:

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of August 9, 2022, is by and between the County of Alameda, hereinafter referred to as the "County", and The Oakland Public Education Fund, dba Youth Beat, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Media Arts and Career Pathways Programming services which are more fully described in Exhibit A hereto ("Programming Services"); and

Whereas, Contractor is professionally qualified to provide such programming services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Programming Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Prison Rape Elimination Act (PREA) Certification

The term of this Agreement shall be from August 1, 2022 through July 31, 2023.

The compensation payable to Contractor hereunder shall not exceed *Forty-Nine Thousand Five Hundred dollars (\$49,500)* for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

THE OAKLAND PUBLIC EDUCATION FUND

By: Keith Carson  
Signature

By: DocuSigned by:  
Alexandria Medina  
B76B212743A2410  
Signature

Name: Keith Carson  
(Printed)

Name: Alexandria Medina  
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director

Date: 8/17/2022

Date: 8/2/2022

Approved as to Form:  
Donna R. Ziegler, County Counsel

By: DocuSigned by:  
K. Joon Oh  
EFDCE3E661894A0... 8/2/2022  
K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.



Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
ALAMEDA COUNTY PROBATION DEPARTMENT  
1111 Jackson Street, 7<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Kristin Windley

To Contractor: YOUTH BEAT  
286 E. 10<sup>th</sup> St.  
Oakland, CA 94606  
Attn: Jake Schoneker

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate

said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Programming Services shall not exceed \$49,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation (*SLEB waiver No. 8358*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

**However, if circumstances or the terms of the contract should change**, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be

submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
  - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.



34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A**

**DEFINITION OF SERVICES**

1. Contractor shall provide Alameda County Probation Department with media arts and career pathways programming to be facilitated at Juvenile Hall and Camp Wilmont Sweeney, set on this Exhibit A, consisting of the following: '

Contractor will facilitate four nine-week sessions, consisting of two consecutive cohorts running parallel (one at Juvenile Hall and one at Camp Sweeney) for 36 weeks covering topics, including, but not limited to video production, photography, graphic design, music production, and animation. Each individual cohort will be nine weeks and consist of 2-hour classes; two times per week; totaling 8-hours per week.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Jake Schoneker	Executive Director	510-922-0060	jake@youthbeat.org
Sagesse Graham	Senior Program Manager	360-359-2418	sagesse@youthbeat.org
TBD	Teaching Artist	TBD	TBD

3. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.
4. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT B****PAYMENT TERMS**

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt, review, and approval of invoice.

<b>Facility</b>	<b>No. of Cohorts</b>	<b>No. of Weekly Sessions</b>	<b>Cost Per Session</b>	<b>Weekly Cost</b>	<b>Cost per Cohort</b>	<b>Total Cost</b>
<b>Camp Sweeney</b>	2	18 (2 hrs. per session, 2 sessions per week)	\$687.50	\$1,375	\$12,375	\$24,750
<b>Juvenile Hall (SB 823)</b>	2	18 (2 hrs. per session, 2 sessions per week)	\$687.50	\$1,375	\$12,375	\$24,750
<b>Grand Total</b>						<b>\$49,500</b>

2. Invoices will be reviewed for approval by the County, Probation Department.
- a. Invoices shall be submitted via ACPD's online Finance Tool.
  - b. Invoice is on Contractor letterhead and in the format specified by ACPD.
  - c. Invoice is the original copy with an original signature and date.
  - d. A copy pdf (color optional) can be uploaded to the Finance Tool.
  - e. Services have been provided during the term of the contract.
  - f. The service type provided, units, rates are consistent with, and comply with, the terms of the contract.
  - g. The amounts on the invoice are mathematically correct.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$49,500. This cost includes all taxes and all other charges.

**EXHIBIT C****INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ol style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ol> </li> <li><b>CANCELLATION OF INSURANCE:</b> Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the Notices provisions, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</li> </ol>	

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Oakland Public Education Fund

PRINCIPAL: Alexandria Medina TITLE: Executive Director

SIGNATURE:  DATE: 8/2/2022

**EXHIBIT E**

**PRISON RAPE ELIMINATION ACT (PREA) CERTIFICATION**

<p><b>115.317 (a)</b>  <b>Hiring and Promotion Decisions</b></p>
<p>(a) The agency shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor who may have contact with residents, who—</p> <ol style="list-style-type: none"> <li>(1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);</li> <li>(2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or</li> <li>(3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a) (2) of this section.</li> </ol>
<p><b>115.317 (d)</b>  <b>Hiring and Promotion Decisions</b></p>
<p>The agency shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.</p>
<p><b>115.317 (e)</b>  <b>Hiring and Promotion Decisions</b></p>
<p>The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.</p>
<p><b>115.332 (a)</b>  <b>Volunteer and contractor training.</b></p>
<p>The agency shall ensure that all volunteers and contractors who have contact with residents have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.</p>
<p><b>115.332 (b)</b>  <b>Volunteer and contractor training.</b></p>
<p>The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.</p>
<p><b>115.332 (c)</b>  <b>Volunteer and contractor training.</b></p>
<p>The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.</p>

**PRISON RAPE ELIMINATION ACT (PREA) CERTIFICATION**

PREA Law prohibits the department from hiring or promoting anyone who may have contact with youth, and shall not enlist the services of any contractor, who may have contact with youth, who:

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
- (2) Has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse
- (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (b) (2) of this section.

PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1) Have you ever engaged in sexual misconduct, such as sexual abuse, in any confinement setting such as jails, prisons, and/or juvenile detention facilities? YES  NO
- 2) Have you been convicted of engaging in sexual misconduct that facilitated by force or coercion or without the victim consent? YES  NO
- 3) Have you attempted to engage in sexual misconduct by force or coercion, or without the victims consent? YES  NO
- 4) Have you ever been civilly or administratively adjudicated for engaging in any of the above acts? YES  NO

CONTRACTOR: Oakland Public Education Fund

NAME: Alexandria Medina TITLE: Executive Director

SIGNATURE:  DATE: 8/2/2022



OFFICE OF AQUISITION POLICY (OAP)

22736

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

SLEB Waivers:

Procurement Policy and Procedures Overview (https://alcoweb.acgov.org/gsaapps/slebwaiver/ppp.htm)

PO Checklist (https://alcoweb.acgov.org/gsaapps/slebwaiver/po.htm)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

Form with checkboxes for 'Requesting Department' and 'GSA Procurement managing the competitive process'. Includes fields for Department (Probation), Primary Requestor (Kristin Windley), Secondary Requestor, GSA Procurement/Auditor, Contact Name (GSA-Buyer), and Telephone numbers ((510)268-7065 and (510)208-9600).

2. Recommended Vendor: Oakland Public Education Fund. PO#: N/A, REQ#: N/A. Country: United States.

Street: 286 E. 10th St., City: Oakland, State: CA, Zip: 64606

3. Procurement Type (check all appropriate boxes below):

Form with checkboxes for 'New Contract', 'Renewal Contract', 'Contract Amendment-Term', 'Contract Amendment-Value', and 'Other'.

4. Total PO/Contract Value (including increase, if \$49500.00; Increase Value (if any) \$0.00. Contract Term Start 08/01/2022, End 07/31/2023, OR One-Time.



**5. Goods/Services Procurement Description:**

Youth Beat offers a unique and custom built to fit media skill and career pathway program for youth detained at Juvenile Hall and Camp Sweeney.

**6. Brief explanation of why goods/services are required:**

Youth Beat program is required in accordance with the SB 823 recommendation report. Youth Beat will offer justice involved youth the opportunity to build new skills that can lead to a path of success in college, career, and life. This program will fill the gap that many justice involved youth experience due to lack of available opportunities in their communities.

**7. Date Goods/Services Needed:**

08/01/2022

**a. What are the consequences if the date goods/services needed is not**

If the date of service is not met we will not be in compliance with the SB 823 recommendation.

**8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:**

Youth Beat is a local organization that has been serving the community for over 10 years, and has a proven track record of providing an evidence-based program with exceptional outcomes for their youth participants.

**9. IF APPLICABLE: New Sole Source submitted to Procurement**

**Existing Approved Exception on**

**Not**

**10. Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s), including:**

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

a. A Request for Service was sent out to local and SLEB vendors that provide this specialized service and no SLEB vendors submitted a quote.

b. N/A

c. Please see attached

**Supporting Documents:**

CahortsBudgetBreakdown (2).pdf

CahortsCampSweeneyProgram copy  
(1).pdf

MarioBobinoUpdatedResume\_2 (1).PDF

Proposal request (1).pdf

Youth Beat Proposal 2022-23 (2).pdf

Youth Beat Quote 2022-23 (1).pdf

Youth Beat BL draft - Copy.docx

11. If the contract is over \$100,000, is the recommended vendor able to comply with the First Source

Yes:  No:  If No,

Expedit  (Check this box to expedite processing)

12. Department Certification: I certify to the accuracy of the preceding statements,

NASAEPHA

Signature of Agency/Department Head  
or Designee or GSA Procurement Manager (if GSA Procurement managed the

Nai Saepanh

Print Name

06/21/2022

Date

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OAP to complete below:

A. Request Approved:  Waiver Valid Through:  SLEB Waiver Number:

Reason:

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

RCHUON

Signed by GSA-Office of Acquisition Policy (Required)

07/12/2022

Date

\*Primary Requestor - Main Contact \*\*Secondary Requestor - Backup Contact

**CONTRACT SUMMARY**  
**OAKLAND PUBLIC EDUCATION FUND, AS A FISCAL SPONSOR FOR YOUTH BEAT FOR THE ALAMEDA COUNTY**  
**PROBATION DEPARTMENT PROCUREMENT CONTRACT NO. 24288**  
**AUGUST 1, 2022- JULY 31, 2023**

<b>Vendor</b>	<b>Location</b>	<b>Dollar Value of Contract Award</b>	<b>Local Participation Percentage</b>	<b>Small and Local Participation Percentage</b>	<b>Emerging and Local Participation Percentage</b>
<i>Oakland Public Education Fund,  as fiscal sponsor for Youth Beat.  Principal: Jake Schoneker  SLEB Waiver No: 8358  Expiration: 7/31/2023</i>	<i>Oakland</i>	<i>\$49,500</i>	<i>100%</i>	<i>Waived</i>	<i>Waived</i>