

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY  
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

Chris Bazar  
Agency Director

AGENDA ITEM No. \_\_\_\_\_ November 20, 2012



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Housing Director

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November 6, 2012

The Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

Dear Board Members:

**SUBJECT: AUTHORIZE MEMORANDUM OF UNDERSTANDING (MOU) WITH CITY OF OAKLAND (PROCUREMENT CONTRACT NO. 8380) FOR EMERGENCY WINTER HOMELESS SHELTER AT THE FORMER OAKLAND ARMY BASE**

**RECOMMENDATION:**

Approve and authorize Procurement Contract No. 8380 with the City of Oakland (Principal: Deanna J. Santana, City Manager; Location: Oakland) to provide emergency winter homeless shelter at the former Oakland Army Base for the period November 15, 2012 through April 15, 2013, in the amount of \$139,243.

**SUMMARY/DISCUSSION:**

The North County Winter Shelter Program is jointly funded by Alameda County and the Cities of Oakland and Berkeley. The winter shelter will provide service from November 15, 2012 through April 15, 2013 at the former Oakland Army Base. The County's contribution is administered by the Community Development Agency's (CDA) Housing and Community Development Department (HCD), through an MOU with the City of Oakland acting as the lead agency.

With a maximum occupancy of 100 people per night, the shelter is expected to operate at, or near, full capacity. Last year, the winter shelter provided more than 15,000 shelter bed nights to more than 183 men and women. More than 30,000 meals were served to residents of the shelter.

The shelter is open from 3 p.m. each day until 8 a.m. the following morning. The City of Oakland selects a nonprofit service provider to operate the shelter. For 2012/13, the City has selected ANKA, Inc., a nonprofit homeless service provider. Clients receive two meals daily at the shelter, dinner and breakfast. Clients are provided free transportation services to and from the shelter.

Board of Supervisors  
November 6, 2012  
Page 2 of 2

The City of Oakland is providing approximately \$145,000 for operations and additional funding for site improvements. The City of Berkeley is providing approximately \$122,000 for operations and in-kind transportation. Alameda County is contributing a total of \$139,243 in County General Fund monies to the Winter Shelter Program.

**SELECTION CRITERIA AND PROCESS:**

*In 1999, the County, the City of Oakland and the City of Berkeley agreed to partner to provide a winter shelter at the former Oakland Army Base. The County's contributions originally came from several departments, but were subsequently consolidated under the Community Development Agency and supported by your Board annually through General Fund monies included in CDA's annual budget.*

*The City of Oakland is a government agency and is therefore exempt from the SLEB requirements.*

**FINANCING:**

Funding for this contract is included in CDA's FY 2012-2013 budget (\$139,243). No additional appropriations are required and there is no increase in the Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director  
Community Development Agency

Attachment

cc: Susan Muranishi, County Administrator  
Patrick O'Connell, Auditor-Controller  
Donna Ziegler, County Counsel  
Richard Conway, County Administrator's Office  
William M. Fleishhacker, Office of the County Counsel  
U.B. Singh, CDA Finance Director

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF ALAMEDA  
AND  
CITY OF OAKLAND  
FOR WINTER RELIEF AND SHELTER SERVICES  
FY 2012/2013**

**1. Background**

The County of Alameda ("County") has allocated a total of \$139,243 to fund a 100-bed Winter Emergency Shelter for homeless adults located at the Oakland Army Base. These funds will be provided to the City of Oakland, as lead public agency for the Winter Shelter, subject to the terms and conditions of this Memorandum of Understanding ("MOU"). The City of Oakland ("City") will use these funds in accordance with Exhibit A, incorporated herein by reference.

City will contract with a nonprofit service provider ("Provider"), approved by the County, to administer the Winter Shelter.

**2. Purpose of Memorandum of Understanding**

The purpose of this MOU is to identify the services to be provided and the responsibilities of the City and County in the Winter Shelter program funded under this MOU.

**3. Scope of Services**

City will perform or arrange for the performance of the work under this MOU in the manner and time provided herein and in accordance with the budget; the scope of work and all related documents and provisions attached hereto as Exhibit A and Exhibit B.

Any subcontract funded under this MOU shall be subject to the terms and conditions of this MOU.

**4. Budget**

A. County has allocated the sum of \$139,243 to be expended as described in this MOU. Unless an amendment to this MOU otherwise provides, that amount shall in no event be exceeded by City, and County shall under no circumstances be required to pay in excess of that amount.

B. All requested modifications to the Budget in Exhibit B this MOU and incorporated as part of this MOU, shall be reviewed and approved by County. All budget modifications require the prior written approval of the Alameda County Community Development Director or his designee. Budget modifications shall not alter: 1) The basic scope of services required to be performed under this MOU; 2) the time period for the services to be performed under this MOU; and,



3) the total amount of the authorized budget of this MOU.

**5. Method of Payment**

Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

**6. Hold Harmless/Indemnification**

To the fullest extent permitted by law, City shall hold harmless, defend and indemnify the County, its Board of Supervisors, officers, employees and agents (collectively "Indemnities") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of City or County) or damage of any property (including property of City or County) which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnity.

To the fullest extent permitted by law, County shall hold harmless, defend and indemnify the City, its Councilmembers, officers, officials, employees and agents (collectively "City Indemnities") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of City or County) or damage of any property (including property of City or County) which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any City Indemnity.

City shall ensure that the Provider(s) administering the winter shelter program likewise indemnifies the County. In addition, City shall ensure that the Provider(s) have General Liability, Workers' Compensation, Automobile, and Professional Insurance coverage as necessary and appropriate to carry out services in this MOU. Proof of coverage will be provided upon request of the County.

**7. Fiscal Administration, Record Keeping and Reporting**

City shall ensure that Provider(s) maintain on a current basis documentation of services provided, and all related documents and records to assure proper accounting of funds and performance under the terms of this MOU, including A and B below.

A. City agrees to establish and maintain fiscal controls and accounting procedures in accordance with generally accepted accounting principles. City shall ensure that funds under this MOU are properly disbursed, are adequately controlled, and are accounted for separately from all other funds controlled by City.

B. City agrees to keep records that fully disclose the amount, date, purpose, payee, and disposition of the proceeds of the MOU; the total cost of programs supported by funds under this MOU, and the amount and disposition of that portion of the total costs provided by other sources. The procedure developed by the City must provide for the accurate and timely recordation of the receipt of funds, expenditures, and unexpended balances.

City agrees that County will have the right to review, obtain, and copy all records pertaining to performance under this MOU. City agrees to provide County with any relevant information requested and shall permit County access to its premises upon reasonable notice, during normal business hours for the purpose of inspecting and copying such books, records, accounts, and other material that may be relevant to this MOU. City further agrees to maintain such records for a period of three (3) years after final payment under this MOU.

#### **8. Compliance with Regulations**

City agrees and will ensure that providers agree to comply with all City, County, State and Federal statutes, laws and regulations applicable to the delivery of the provider's services.

#### **9. Nondiscrimination and Equal Opportunity**

During the performance of this MOU, City and its Provider(s) shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. City and Provider(s) shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. City and Provider(s) shall comply with the provisions of the Fair Employment and Housing Act (government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (CA Code of Regulations, title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full. City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this MOU.

By signing this MOU, City assures that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### **10. Term**

The term of this MOU is November 15, 2012 through April 15, 2013.



**11. Waivers and Litigation**

A. Waivers: No waiver of any breach of this MOU shall be held to be a waiver of any prior or subsequent breach. The failure of the County to enforce at any time the provisions of this MOU or to require at any time performance by the City of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this MOU or the right of the County to enforce these provisions.

B. Litigation: If any provision of this MOU, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, shall not affect any other provisions of this MOU and the remainder of this MOU shall remain in full force and effect. All provisions of this MOU are and shall be deemed severable. The City shall notify the County immediately of any claim or action undertaken by or against it which affects or may affect this MOU or the County and shall take such action with response to the claim or action as is consistent with the terms of the MOU and the interests of the County.

**12. Drug-Free Workplace**

By signing this MOU, City hereby certifies under penalty of perjury under the laws of the State of California that the City and all Provider(s) will comply with the requirements of the Drug-free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The organization's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation, and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the work under this MOU will:
  - 1. Receive a copy of the organization's drug-free workplace policy statement; and
  - 2. Agree to abide by the terms of the organization's statement as a condition of employment on the MOU.

**13. Termination of this MOU**

County may terminate this MOU in whole or in part immediately for cause, which shall include as example but not as a limitation:

- A. Failure, for any reason, of City to fulfill in a timely and proper manner its

obligations under this MOU, including compliance with City, State and Federal laws and regulations and applicable directives;

B. Failure to meet the performance standards contained in other sections of this MOU; and

C. Improper use of funds provided under this MOU.

County or City may, with or without cause, terminate this MOU upon thirty (30) days written notice to the other party.

**14. Amendments**

This MOU may be amended only with the written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the day first mentioned above.

COUNTY OF ALAMEDA

CITY OF OAKLAND

BY: \_\_\_\_\_  
President  
Board of Supervisors

BY: *Deborah Barner*  
City Administrator

Date \_\_\_\_\_

Date 12/31/2012

Approved as to form:  
Donna R. Ziegler  
County Counsel

Administering Agency Approval

BY: *William M. Fleishhacker*  
William M. Fleishhacker  
Deputy County Counsel

BY: *Jan Bedj*  
Director, Dept of Human Services

Approved As To Form and Legality:

BY: *Macanlas*  
Deputy City Attorney

**Exhibit A**  
**Scope of Services**

**North County Winter Shelter**  
**2012-13**

1. The City of Oakland shall be the lead public jurisdiction and shall provide temporary winter shelter to house approximately 100 homeless adults per night in Building 821 (2480 Ukraine) on the former Oakland Army Base. In this role, the City shall lease the building from the Oakland Base Reuse Authority, ensure that it is in acceptable condition as specified elsewhere in this MOU, and contract with a nonprofit homeless service provider(s), acceptable to the County, to operate the shelter. The City shall also take all other necessary steps to cause the proper operation of the temporary winter shelter.
  
2. Operation of the winter shelter site program shall include the following:
  - A. The winter shelter site shall be Building 821 (2480 Ukraine), former Oakland Army Base, City of Oakland;
  - B. Site will be available as a winter shelter for a period starting no later than November 15, 2012 and ending no earlier than April 15, 2013;
  - C. Site must meet Health and Safety Requirements and comply with local codes, as appropriate;
  - D. Site will have appropriate security personnel;
  - E. Site will be accessible to clients; and,
  - F. Site will have a support agency with sufficient staff and funds to operate the site.
  - G. Basic operations of the winter shelter shall include, but not be limited to, providing emergency shelter for approximately 100 homeless adults per night, food, transportation and other related services.
  
3. City shall submit a final narrative report within thirty (30) days after the end of the MOU period, in a format approved by County, and other reports as may be required by County.



**Exhibit B**  
**Budget and Terms and Conditions of Payment**

1. A maximum of \$139,243 is available under this MOU for operation of a 100-bed emergency Winter Shelter for homeless adults.
2. City shall invoice County for funds in a form approved by the County. City may submit a single invoice or monthly invoices. Final invoice must be submitted before May 31, 2013, unless an extension is approved in writing by the County.
3. An expenditure which is not authorized by this MOU or which cannot be adequately documented shall be disallowed and must be reimbursed to the County. Expenditures for work not described in Exhibit A shall only be deemed authorized if the performance of such work is approved in writing by the County Housing Director.
4. If requested by County, City shall cause an audit to be performed by a qualified State, local or independent auditor. City shall notify the County of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the County or its delegate to the independent auditor's working papers.

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2012 JUN 28 PM 3:09

## OAKLAND CITY COUNCIL

RESOLUTION No. 83995 C.M.S.

Introduced by Councilmember \_\_\_\_\_

Approved as to Form and Legality

  
City Attorney

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR 1) TO ENTER INTO GRANT AGREEMENTS WITH AGENCIES SELECTED UNDER THE CITY OF OAKLAND'S 2012-2014 APPLICATION PROCESS FOR THE PERMANENT ACCESS TO HOUSING (PATH) STRATEGY TO PROVIDE HOUSING AND HOMELESS SERVICES TO THE HOMELESS (FOR AN ALLOCATIONS AMOUNT OF NOT MORE THAN \$1,560,944.67), SECOND YEAR OF PATH FUNDING (2013/14) CONTINGENT UPON FUNDING AVAILABLE; 2) TO ALLOCATE \$818,750 IN ALAMEDA COUNTY GRANT FUNDS AND CITY GENERAL PURPOSE FUNDS AS MATCH FUNDING FOR THE CITY'S SUPPORTIVE HOUSING PROGRAMS (\$2,331,862) FUNDED BY THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD); 3) TO ALLOCATE UP TO \$210,054.79 TO COVER 2012-2013 LEASE COSTS AT THE MATILDA CLEVELAND TRANSITIONAL HOUSING FACILITY, THE CITY'S ANNUAL OBLIGATION TO THE ALAMEDA COUNTY EVERYONE HOME STRATEGY AND ALAMEDA COUNTY HOMELESS MANAGEMENT INFORMATION SYSTEM, AN AGREEMENT WITH ALAMEDA COUNTY COMMUNITY FOOD BANK FOR UP TO \$100,000 FOR THE CITY'S FOOD DISTRIBUTION PROGRAM, AND OTHER COSTS UNDER THE CITY'S HUNGER PROGRAM/FOOD DISTRIBUTION; 4) TO ENTER INTO A GRANT AGREEMENT WITH ANKA BEHAVIORAL HEALTH FOR THE 2012-2013 OAKLAND TEMPORARY WINTER SHELTER FOR UP TO \$315,243; AND 5) TO NEGOTIATE FUNDING ARRANGEMENTS BETWEEN ALAMEDA COUNTY HOUSING AUTHORITY AND/OR ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES, AND/OR SOCIAL SERVICES AGENCIES TO BEST LEVERAGE FUNDS AND RESOURCES THAT WILL BENEFIT CITY'S 2012-2013 PERMANENT ACCESS TO HOUSING STRATEGY AND TEMPORARY WINTER SHELTER PROGRAM PARTICIPANTS

WHEREAS, On May 8, 2007, Oakland City Council accepted and approved the Oakland Permanent Access To Housing (PATH) Strategy, a companion to the Alameda Countywide EveryOne Home Plan to end homelessness in Oakland; and

WHEREAS, the City released a request for applications under the 2012-2014 PATH Strategy and has selected agencies for funding and will release a PATH Request for Proposals (RFP) for additional PATH services; and

WHEREAS, the following agencies are recommended for funding for the 2012-2014 program years, with the second year contingent upon fund availability and RFP amount released contingent upon funds approved in this resolution and Community Housing Services homeless housing/service grant agreement balances at the close out of FY 2011-2012:



**PATH STRATEGY ALLOCATIONS**

<b>AGENCY</b>	<b>AMOUNT (NOT MORE THAN)</b>
Building Futures for Women & Children	\$80,000.00
East Bay Community Recovery Center	\$15,000
East Bay Community Law Center	\$59,295.00
East Oakland Community Project	\$140,560.00
First Place For Youth	\$175,120.00
Homeless Action Center	\$71,073.00
Lifelong Medical Care	\$208,391.00
St. Mary's Center	\$100,033.00
Abode HMOP PATH	\$210,783.00
Operation Dignity HMOP PATH	\$240,000.00
PATH Implementation & Training - Kerry Abbott,	\$20,000.00
PATH Assistance – Leveraging Funds to Support Collaboration with Alameda County for PATH	\$166,669.87
City of Oakland Grantee Admin./Emergency Solutions Grant	\$ 74,019.80
<b>PATH Grant Agreements &amp; City ESG Grantee Admin.</b>	<b>\$1,560,944.67</b>

; and

WHEREAS, funds to support the 2012-2013 PATH Strategy are available in the following projects:

**2012-2013 PATH STRATEGY FUNDS**

<b>SOURCE</b>	<b>FUND PROJECT</b>	<b>AMOUNT</b>
HUD 2012 HEARTH Emergency Solutions Grant	2103.78411.54912.G419010.SC22	\$ 607,091.00
HUD 2011 HEARTH Emergency Solutions Grant - Substantial Amendment	2103.78411.54912.G418910.SC22	\$ 182,799.87
HUD 2012/2013 Community Development Block Grant	2108.78411.54912.G417210.SC22	\$ 336,150.00
2012/2013 City General Purpose Fund Emergency Housing Program	1010.78411.54912.A419610.SC22	\$ 115,000.00
2012/2013 CITY General Purpose Fund Homeless Mobile Outreach Program	1010.78411.54912.A419810.SC22	\$ 179,310.00
HUD Emergency Shelter Grant 2007 Carry Forward	2103.78111.54912.G309210.SC22 <i>(funding to be determined during the City's Budget Carry-Forward process)</i>	\$ 53,206.00
Emergency Housing Program Carry Forward	1010.78111.52911.g168410.SC22	\$13,368.00
HUD 2012 HEARTH Emergency Solutions Grant City Admin	2103.78411.G419010.SC22	\$ 49,223.63
HUD 2011 HEARTH Emergency Solutions Grant - Substantial Amendment City Admin	2103.78411.G418910.SC22	\$ 24,796.18
<b>2012/2013 PATH Strategy</b>		<b>\$1,560,944.67</b>

Second year of PATH funding (2013/14) contingent upon level funding available in fy 2013/14;  
and

**WHEREAS**, the City is the annual recipient of funds awarded by the U.S. Department of Housing & Urban Development (HUD) under the Supportive Housing Program (SHP) for the City's Matilda Cleveland Transitional Housing Program (MCTHP)-\$259,824, Families In Transition/Scattered Sites Program (FIT)-\$245,146, Homeless Families Support Network (HFSN)-\$1,829,618 and Oakland Homeless Youth Housing Collaborative (OHYHC)-699,770; and

**WHEREAS**, HUD requires the City as the SHP grantee to match SHP grant allocations for support services and operations under SHP grants awarded to the City's MCTHP, FIT and HFSN program and required match fund sources are available in the following projects for the 2012-2013 and 2013-2014 SHP:

**SUPPORTIVE HOUSING PROGRAM 2012-2013 MATCH FUNDS**

<b>SOURCE</b>	<b>FUND PROJECT</b>	<b>AMOUNT</b>
City General Purpose Funds – 2012/2013 Community Promotions Program for Service Organizations (MCTHP Match)	1010.78411.54912.A419410.SC22	\$ 52,750
City General Purpose Funds – 2011/2012 Emergency Housing Program (FIT Match)	1010.78411.54912.A419510.SC22	\$ 133,000
City General Purpose Funds – 2012-2013 Emergency Housing Program (FIT Match)	1010.78411.54912.A419610.SC22	\$ 133,000
Alameda County Social Services 2011/12 - (HFSN Match)	2160.78411.54912.H80610.SC22	\$ 250,000
Alameda County Social Services-2012/2013- (HFSN Match)	2160.78411.54912.H80610.SC22	\$ 250,000
<b>2012/2014 SHP Required Match Funds</b>		<b>\$818,750<sup>1</sup></b>

; and

**WHEREAS**, it is recommended that said match funds for the 2012/2013 MCTHP and the 2012/2014 FIT and HFSN programs are allocated to the following agencies for said program years:

<b>AGENCY/PROGRAM</b>	<b>FUND PROJECT</b>	<b>AMOUNT</b>
East Oakland Community Project 2012/2013 MCTHP	1010.78411.54912.A419410.SC22	\$ 52,750
East Oakland Community Project 2012/2013 FIT	1010.78411.54912.A419510.SC22	\$ 133,000
East Oakland Community Project 2013/2014 FIT	1010.78411.54912.A419610.SC22	\$ 133,000
Anka Behavioral Health Inc. 2012/2013 HFSN	2160.78411.54912.H80610.SC22	\$ 250,000
Anka Behavioral Health Inc. 2013/2014 HFSN	2160.78411.54912.H80610.SC22	\$ 250,000
<b>2012/2014 SHP Match Funds</b>		<b>\$818,750</b>

; and

<sup>1</sup> Fund match source for the 2013/2014 MCTHP will be submitted for approval following the adoption of the City's 2013/2015 City Budget.



WHEREAS, the City funds City's Hunger/Food Distribution Program, feeding more than 3,500 low-income persons per food distribution and the City has selected Alameda County Community Food Bank, C&L Produce and other food providers to provide local, competitively low priced foods for the City's food distributions, staff seeks authorization to allocate Hunger program funds for amounts up to:

**HUNGER PROGRAM**

GRANTEE/PROGRAM	FUND PROJECT	AMOUNT
Alameda County Community Food Bank- Hunger Program	1010.78111.52911.A420010.SC22 (2012/13 General Purpose Fund)	\$100,000
C& L Produce and Miscellaneous Food Distribution Providers/Expense - Hunger Program	2994.78111.54912.P29635.SC22 Hunger Program Donations	\$5,421.79
C& L Produce and Miscellaneous Food Distribution Providers/Expense - Hunger Program	1010.78111.54912.G304920.SC22 (CPPSO Carry Forward)	\$1,732
C& L Produce and Miscellaneous Food Distribution Providers/Expense - Hunger Program	2108.78411.54912.A420010.SC22 (2012/13 Community Development Block Grant)	\$24,900
<b>2012/2013 Hunger Program</b>		<b>\$132,053.79</b>

; and

WHEREAS, the City has annual commitments to cover \$36,000<sup>2</sup> in lease cost for the MCTHP and an annual commitment to the Alameda County EveryOne Home Plan and Homeless Management Information System up to \$51,000, staff recommends the following fund sources to cover these costs:

**2012/2013 MATILDA CLEVELAND LEASE**

SOURCE	FUND PROJECT	AMOUNT
2011/2012 City General Purpose Fund - Families In Transition Match	1010.7811.54912.G361910.SC22	\$ 23,354.23
2010/2011 City General Purpose Fund Carry Forward - Homeless Mobile Outreach Program	1010.78111.54912.G363510.SC22	\$ 2,461.77
2012/2013 Matilda Cleveland THP Lease		\$ 25,816.00

**2012/2013 ALAMEDA COUNTY EVERYONE HOME & HOMELESS MANAGEMENT INFORMATION SYSTEM**

SOURCE	FUND PROJECT	AMOUNT (up to)
2010/2011 City General Purpose Fund Carry Forward - Homeless Mobile Outreach Program	1010.78111.54912.G363510.SC	\$ 51,000.00

; and

<sup>2</sup> \$10,184 of this commitment is covered by HUD SHP funds awarded for the 2012-2013 MCTHP, fund project 2103.78411.53211.G41920.SC22

**WHEREAS**, funds are identified to support the 2012-2013 Oakland Temporary Winter Shelter, with additional funds to be identified prior to November 1, 2012 for the City's share of program cost, funds to support the OTWS are recommended to be allocated to Anka Behavioral Health, OTWS provider as follows:

**2012-2013 OAKLAND TEMPORARY WINTER SHELTER**

SOURCE	FUND PROJECT	AMOUNT
Alameda County Housing & Community Development	2160.78411.54912.G417910.SC22	\$ 139,243.00
City of Berkeley	2994.78411.54912.G417610.SC22	\$ 76,000.00
2011-2012 Temporary Winter Shelter Carry Forward	1.2160.78411.54912.G417810.SC22	\$ 14,242.00
City of Oakland Match	<i>To be determined prior to November 1, 2012</i>	\$ 85,758.00
Emergency Housing Program Carry Forward	1010.78111.52911.G168410.SC22 <i>(for facility Rehabilitation work)</i>	\$20,000.00
<b>2012-2013 Oakland Temporary Winter Shelter</b>	<i>(up to)</i>	<b>\$335,243.00</b>

; and

**WHEREAS**, staff seeks authorization to enter into grant agreement with Anka Behavioral Health, Inc. to operate the 2012/13 OTWS and for funds be set aside as follows for rehabilitation costs necessary to open and operate a safe winter shelter:

**2012-2013 OAKLAND TEMPORARY WINTER SHELTER**

GRANTEE or ACTIVITY	AMOUNT
Anka Behavioral Health, Inc. (for operation of OTWS)	\$ 315,243.00
OTWS Facility Rehabilitation Costs <sup>3</sup>	\$ 20,000.00
<b>2012/2013 Oakland Temporary Winter Shelter</b>	<b>\$ 335,243</b>

; and

**WHEREAS**, Staff continues to explore additional funding streams and housing and services partnerships to best leverage limited funding to the PATH Strategy, staff seeks authorization to enter into partnership arrangements for services to be provided and/or funds to be coordinated between City of Oakland, Alameda County Social Services, Alameda County Behavioral Health, and/or Alameda County Housing & Community Development to increase the housing and service capacity of Oakland PATH Strategy outcomes for 2012-2014 and future program years; now, therefore, be it

**RESOLVED:** That the City Council authorizes allocations under this resolution and Council report for the 2012-2014 PATH Strategy for allocations not more than \$1,560,944.67 (including ESG City- Grantee Administration) with allocations from available HUD Emergency Solutions Grant (ESG), HUD Emergency Shelter Grant, City General Purpose Funds, and City Community Development Block Grant (CDBG) funds with second year of funding contingent upon funds available for 2013-2014; and be it

<sup>3</sup> OTWS facility rehabilitation activities to be managed by City of Oakland and/or Anka Behavioral Health Inc.



**FURTHER RESOLVED:** That City Council authorizes the City to enter into grant agreements with the following agencies for the 2012/2014 PATH Strategy, with the second year contingent upon availability of funding:

AGENCY	AMOUNT (NOT MORE THAN)
Building Futures for Women & Children	\$80,000.00
East Bay Community Recovery Center	\$15,000
East Bay Community Law Center	\$59,295.00
East Oakland Community Project	\$140,560.00
First Place For Youth	\$175,120.00
Homeless Action Center	\$71,073.00
Lifelong Medical Care	\$208,391.00
St. Mary's Center	\$100,033.00
Abode HMOP PATH	\$210,783.00
Operation Dignity HMOP PATH	\$240,000.00
PATH Implementation & Training - Kerry Abbott,	\$20,000.00
PATH Assistance – Leveraging Funds to Support Collaboration with Alameda County for PATH	\$166,669.87
City of Oakland Grantee Admin./Emergency Solutions Grant	\$ 74,019.80
<b>PATH Grant Agreements &amp; City ESG Grantee Admin.</b>	<b>\$1,560,944.67</b>

; and be it

**FURTHER RESOLVED:** Said PATH Strategy grant agreements will be funded up to \$1,560,944.67 from the following fund sources:

SOURCE	FUND PROJECT	AMOUNT
HUD 2012 HEARTH Emergency Solutions Grant	2103.78411.54912.G419010.SC22	\$ 607,091.00
HUD 2011 HEARTH Emergency Solutions Grant - Substantial Amendment	2103.78411.54912.G418910.SC22	\$ 182,799.87
HUD 2012/2013 Community Development Block Grant	2108.78411.54912.G417210.SC22	\$ 336,150.00
2012/2013 City General Purpose Fund Emergency Housing Program	1010.78411.54912.A419610.SC22	\$ 115,000.00
2012/2013 CITY General Purpose Fund Homeless Mobile Outreach Program	1010.78411.54912.A419810.SC22	\$ 179,310.00
HUD Emergency Shelter Grant 2007 Carry Forward	2103.78111.54912.G309210.SC22 (funding to be determined during the City's Budget Carry-Forward process)	\$ 53,206.00
Emergency Housing Program Carry Forward	1010.78111.52911.g168410.SC22	\$13,368.00
HUD 2012 HEARTH Emergency Solutions Grant City Admin	2103.78411.G419010.SC22	\$ 49,223.63
HUD 2011 HEARTH Emergency Solutions Grant - Substantial Amendment City Admin	2103.78411.G418910.SC22	\$ 24,796.18
<b>2012/2013 PATH Strategy</b>		<b>\$1,560,944.67</b>

; and be it

**FURTHER RESOLVED:** That the City Council authorizes the release of a Request For Proposals for additional services to be provided under the 2012-2014 PATH Strategy; and be it

**FURTHER RESOLVED:** That the City Council authorizes the City to enter into grant agreements with East Oakland Community Project and Anka Behavioral Health, Inc for City match funds as mandated by the U.S. Department of Housing & Urban Development (HUD) under the Supportive Housing Program grant supporting the City's 2012/2013 Matilda Cleveland Transitional Housing Program (MCTHP), 2012/2013 and 2013/2014 Families In Transition Program (FIT), and 2012/2013 and 2013/2014 Homeless Families Support Network (HFSN) as follows:

AGENCY/PROGRAM	FUND PROJECT	AMOUNT
East Oakland Community Project 2012/2013 MCTHP	1010.78411.54912.A419410.SC22	\$ 52,750
East Oakland Community Project 2012/2013 FIT	1010.78411.54912.A419510.SC22	\$ 133,000
East Oakland Community Project 2013/2014 FIT	1010.78411.54912.A419610.SC22	\$ 133,000
Anka Behavioral Health Inc. 2012/2013 HFSN	2160.78411.54912.H80610.SC22	\$ 250,000
Anka Behavioral Health Inc. 2013/2014 HFSN	2160.78411.54912.H80610.SC22	\$ 250,000
<b>2012/2014 SHP Match Funds</b>		<b>\$818,750</b>

; and be it

**FURTHER RESOLVED:** That the City Council authorizes the City to enter into a grant agreement with Anka Behavioral Health, Inc. for up to \$335,243 for the administration of the City's 2012/2013 Oakland Temporary Winter Shelter and necessary facility rehabilitation work to be completed with the following funds to support the OTWS grant agreement and rehabilitation work as follows:

SOURCE	FUND PROJECT	AMOUNT
Alameda County Housing & Community Development	2160.78411.54912.G417910.SC22	\$ 139,243.00
City of Berkeley	2994.78411.54912.G417610.SC22	\$ 76,000.00
2011-2012 Temporary Winter Shelter Carry Forward	1.2160.78411.54912.G417810.SC22	\$ 14,242.00
City of Oakland Match	<i>To be determined prior to November 1, 2012</i>	\$ 85,758.00
Emergency Housing Program Carry Forward	1010.78111.52911.G168410.SC22 <i>(for facility Rehabilitation work)</i>	\$20,000.00
<b>2012-2013 Oakland Temporary Winter Shelter (up to)</b>		<b>\$335,243.00</b>

; and be it



**FURTHER RESOLVED:** That City Council authorizes the following allocations and grant agreements to support the City's annual commitment to the Alameda County EveryOne Home Plan for up to \$51,000; Hunger program allocations and grant agreements for up to \$132,053.79, and lease cost for the MCTHP, payable to Hope Housing, Inc. from the following fund sources:

**2012/2013 ALAMEDA COUNTY EVERYONE HOME &  
HOMELESS MANAGEMENT INFORMATION SYSTEM**

SOURCE	FUND PROJECT	AMOUNT (up to)
2010/2011 City General Purpose Fund Carry Forward - Homeless Mobile Outreach Program	1010.78111.54912.G363510.SC	\$ 51,000.00

**HUNGER PROGRAM**

GRANTEE/PROGRAM	FUND PROJECT	AMOUNT
Alameda County Community Food Bank- Hunger Program	1010.78111.52911.A420010.SC22 (2012/13 General Purpose Fund)	\$100,000
C& L Produce and Miscellaneous Food Distribution Providers/Expense - Hunger Program	2994.78111.54912.P29635.SC22 Hunger Program Donations	\$ 5,421.79
C& L Produce and Miscellaneous Food Distribution Providers/Expense - Hunger Program	1010.78111.54912.G304920.SC22 (CPPSO Carry Forward)	\$ 1,732
C& L Produce and Miscellaneous Food Distribution Providers/Expense - Hunger Program	2108.78411.54912.A420010.SC22 (2012/2013 Community Development Block Grant)	\$ 24,900
<b>2012/2013 Hunger Program</b>		<b>\$132,053.79</b>

**2012/2013 MATILDA CLEVELAND LEASE**

SOURCE	FUND PROJECT	AMOUNT
2011/2012 City General Purpose Fund - Families In Transition Match	1010.7811.54912.G361910.SC22	\$ 23,354.23
2010/2011 City General Purpose Fund Carry Forward - Homeless Mobile Outreach Program	1010.78111.54912.G363510.SC22	\$ 2,461.77
<b>2012/2013 Matilda Cleveland THP Lease</b>		<b>\$ 25,816.00</b>

; and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator to accept and allocate funds for the purpose of benefitting programs referenced in this resolution; and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related action which may be necessary to implement the above actions; and be it

**FURTHER RESOLVED:** That the grant agreements, allocations, and activity authorized under this resolution shall be reviewed as to form and legality by the Office of the City Attorney and copies will be filed with the City Clerk.

JUL 17 2012

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES - BROOKS, ~~BRUNNER~~, DE LA FUENTE, ~~REID~~, KERNIGHAN, NADEL, SCHAAF and  
PRESIDENT REID - 6

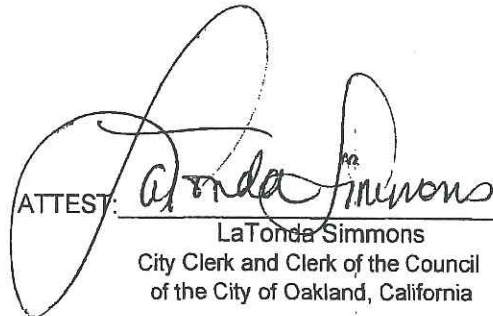
NOES - 0

ABSENT - Brunner - 1

ABSTENTION - 0

Excused - Kaplan - 1

ATTEST:



LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California



**CITY OF OAKLAND  
CERTIFICATE OF SELF-INSURANCE**

**CERTIFICATE HOLDER:** Alameda County Housing & Community Development  
224 West Winton Avenue  
Hayward, CA 94541

**LOCATION OF OPERATION:** 2480 Ukraine, Oakland, CA 94607

**DESCRIPTION OF ACTIVITY:** Temporary Winter Shelter at the Former Oakland Army Base

**DATE(S) OF COVERAGE:** November 1, 2012 through April 30, 2013

**CERTIFICATE ISSUER:** CITY OF OAKLAND  
FINANCE & MANAGEMENT AGENCY  
RISK MANAGEMENT DIVISION  
150 Frank Ogawa Plaza, 2nd Floor  
Oakland, CA 94612  
510-238-7165

**This is to certify that the City of Oakland is self-insured for the following coverages:**

<u>Type of Coverage(s)</u>	<u>Self-Insured Limit(s)</u>
<b>I. General Liability:</b>	\$1,000,000 per occurrence/aggregate
<b>II. Automobile Liability:</b>	\$1,000,000 CSL (any auto, non-owned or hired)
<b>III. Workers' Compensation (including Employers' Liability):</b>	Statutory Limit
<b>IV. Professional Liability:</b>	\$1,000,000 per occurrence
<p>SPECIAL TERMS AND CONDITIONS: The following entities are hereby named as additional insureds for the above referenced project in the covered areas of General and Automobile Liability, but only as regards work performed by or on behalf of the City of Oakland:</p> <ul style="list-style-type: none"> <li>• County of Alameda, its board of supervisors, officers, agents and employees.</li> </ul>	
<p>Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give 30 days written notice to the named certificate holder.</p>	
<p>It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.</p>	
<p align="center"><i>Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.</i></p>	

**DATE ISSUED:** October 12, 2012

**CERTIFICATE EXPIRES:** April 30, 2013

*Deborah Grant*

AUTHORIZED SIGNATURE  
RISK MANAGER