



Office of the City Manager

ACTION CALENDAR
March 26, 2024

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Margot Ernst, Manager, Health, Housing, and Community Services,
Community Services Division

Subject: Dissolution of the Human Welfare and Community Action Commission and the Peace and Justice Commission; and, establishment of the Human Welfare, Peace and Justice Commission Berkeley Community Action Agency Commission

RECOMMENDATION

Adopt first reading of an Ordinance to:

1. Repeal Chapter 3.68, Peace and Justice Commission; and,
2. Repeal Chapter 3.78, Human Welfare and Community Action Commission; and,
3. Establish the Human Welfare, Peace and Justice Berkeley Community Action Agency Commission with Commission with Chapter 3.70

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley receives approximately \$300,000 of CSBG funding per calendar year to support programs and services that combat poverty for Berkeley residents. Currently, the Human Welfare and Community Action Commission (HWCAC) acts as the federally mandated tripartite board for CSBG funding and advises the Council on how to use these funds. The duties associated with CSBG funding will be transferred to the newly-established Human Welfare, Peace and Justice Commission Berkeley Community Action Agency Commission (HWPJBCAA), which will take on the advisory responsibilities previously held by the HWCAC. The City Council will continue to be the decision-making body and will be responsible for all final CSBG funding decisions.

The dissolution of two commissions and establishment of one commission may will reduce staffing and operating costs associated with running commission meetings, because the total number of commissions will be decreased by one. This staff cost saving was identified in the June 15, 2021 Council item, "Commission Reorganization for Post-COVID19 Budget Recovery" (Attachment 2).

CURRENT SITUATION AND ITS EFFECTS

In order to sustain civic engagement and remain fiscally responsible, in June 2021 the City Council directed the City Manager to consolidate several City commissions,

including the HWCAC and Peace and Justice Commission (PJC). Additionally, tThe HWCAC has struggled to maintain a full commission since 2012 (Attachment 2). In 2023, the HWCAC did not meet for a total of six regular meetings due to a lack of quorum. The inability of the HWCAC to achieve a meeting quorum can be partially attributed to the high number of vacancies on the commission; from July to December of 2023, the HWCAC never had more than three commissioners at any given time. Additionally, as of this writing, the HWCAC has two commissioners and has not achieved a commission meeting quorum since June 21, 2023. This is a significant problem for both the City commission meeting requirements as well as CSBG funding requirements, for which the HWCAC serves as an advisory board to Council. Without regular meetings of the HWCAC, the City is in violation of the contract requirements for CSBG funding, which include approval of CSBG revenue contracts, regular review of community agency performance reports, public hearings on community needs, and funding recommendations to City Council. With over half of the seats currently vacant, the PJC has also struggled to maintain its membership of 15 seats. In fact, on February 16, 2024, the Chair of the HWCAC and the Health, Housing and Community Services Department received a letter from the State of California's Department of Community Services and Development, notifying the City that it would be considered "high risk" for losing CSBG funding unless demonstrable progress was made to address these issues within 45 days (see Attachment 2).

The proposed Human Welfare, Peace and Justice Commission (HWPJ) Berkeley Community Action Agency Commission (BCAA) would adopt all CSBG-related requirements, ensuring contract compliance and preservation of the approximate \$300,000 per calendar year that the City receives in CSBG funding for anti-poverty programs and services for Berkeley residents.

The proposed change from 15 members of the HWCAC to a nine-member structure for the HWPJ BCAA would achieve a balance between the strict federal funding requirement to have a tripartite board, and the ability to keep the seats on the commission filled. The three parts of the tripartite board are one-third elected public officials (or their designees), at least one-third elected low-income individuals residing in the CSBG agency's designated service area (in this case, the City of Berkeley), and the remaining members from the private sector (such as representatives from business, industry, labor, religious, human services, education, or other groups with interest in the community). City staff received technical assistance from the California Community Action Partnership Association (CalCAPA), which supports Community Action Agencies and CSBG funding recipients with HUD compliance, to ensure that the new commission structure will be CSBG compliant. The revised ordinance presented in this report has been reviewed for compliance by CalCAPA.

The new HWPJ BCAA municipal code chapter will include the key responsibilities and requirements from both the HWCAC and PJC.

BACKGROUND

On June 15, 2021, City Council directed the City Manager to examine a multi-phased approach to the consolidation of City commissions, including a merger of the HWCAC and the PJC. The merging of these two commissions was delayed due to conflicting municipal code requirements, as well as challenges to ensuring CSBG funding compliance. City staff have now determined that the commissions are able to be merged without disrupting the responsibilities of each respective commission. ~~City staff shared a memo with both commissions that included a description and timeline for the merger, as well as staff contact information for any questions, concerns, or feedback.~~

~~In November 2023, City staff shared a memo with both commissions that included a description and timeline for the commission consolidations, as well as staff contact information for any questions, concerns, or feedback. Staff met with representatives of each commission to discuss their concerns about the merger, both individually and during commission meetings. Staff received clear feedback from HWCAC and PJC commissioners that the consolidation should not move forward, including letters from each respective commission to Council detailing their concerns. Ultimately, the commission merger Council ordinance scheduled for the February 13, 2024 Council meeting was sent back to the Agenda and Rules Committee for future scheduling.~~

~~On February 16, 2024, the Chair of the HWCAC and the Health, Housing and Community Services Department received a letter from the State of California's Department of Community Services and Development, notifying the City that it would be considered "high risk" for losing CSBG funding unless demonstrable progress was made to address these issues within 45 days (see Attachment 2).~~

~~Since then, staff have taken the input received from the HWCAC and PJC commissions into consideration and have incorporated changes to the proposed HWPJ ordinance as allowable under the requirements of CSBG funding. Staff heard three main categories of concerns from the commissions and have made strides to revise the ordinance to incorporate these concerns:~~

- ~~1. Concerns about the name of the commission, and specifically losing "peace" and "justice" from the name. To address this concern, the attached ordinance changes the name to the "Human Welfare, Peace, and Justice Commission."~~
- ~~2. A concern from the PJC that staff's original ordinance dropped some of the PJC's main and most important charges from their enabling legislation, such as (among other things) holding public hearings and community forums. To address this concern, the attached ordinance adds back a number of original items from PJC's enabling legislation. It is important to note that, in order to maintain CSBG funding and be in compliance with federal regulatory requirements, the main charge of this Commission must be primarily poverty-related issues.~~
- ~~3. Concerns about the drop in membership (from 15 seats to 9 seats) and the loss of BUSD-appointed seats. Unfortunately, this is not something staff recommend accommodating. Federal regulations on the tripartite board structure include specific ratios of membership composition; the more seats there are to fill, the harder it is to find and retain qualified candidates for the Commission. At present,~~

[both the PJC and HWCAC \(15 seats now\) have struggled with participation and ability to meet quorum. Reducing the seats to 9 is not only Council's 2021 direction, but it also helps ensure the City constructs a board that can more reliably meet quorum.](#)

The HWCAC was established to identify social welfare needs of the community and to advise City Council on the use of CSBG funds for services that benefit low-income Berkeley residents, acting as a tripartite board for the City of Berkeley's CSBG funding.

The PJC was established to advise City Council and the Berkeley Unified School Board on all matters relating to the City of Berkeley's role in issues of peace and social justice, including, but not limited to the issues of ending the arms race, abolishing nuclear weapons, support for human rights and self-determination throughout the world, and the reallocation of our national resources so that money now spent on war and preparation of war is spent on fulfilling human needs and the promotion of peace.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental sustainability or climate impacts associated with this report.

RATIONALE FOR RECOMMENDATION

The proposal to dissolve the HWCAC and PJC and establish the [HWPJ BCAA](#) is consistent with Council's directive to consolidate those two commissions. The new commission ([HWPJBCAA](#)) will be responsible for all CSBG-related requirements, which are currently not being met by the HWCAC due to ongoing commissioner vacancies and a lack of commission meeting quorum. The formation of the [HWPJ BCAA](#) addresses these issues explicitly, by introducing new strategies and configurations for the tripartite board. In addition, the PJC has struggled to maintain its membership as well with over half of the seats currently vacant. Combining the two commissions will help maintain a more robust membership and public participation, and will support carrying out the assigned duties.

ALTERNATIVE ACTIONS CONSIDERED

[Council could choose to adopt an ordinance that restructures only the HWCAC, to bring that commission into CSBG regulatory compliance. Due to the ongoing commission vacancies in the HWCAC and PJC, as well as Council's directive to consolidate the HWCAC and PJC, no alternative actions were considered.](#)

CONTACT PERSON

Mary-Claire Katz, Associate Management Analyst, HHCS, 981-5414

Attachments:

1. Ordinance

[2. Letter from CA State Dept. of Comm. Services and Dev. to City of Berkeley, "RE: 45-Day Notice of Anticipated High-Risk Designation Based on The City of Berkeley's Failure to Maintain Required CSBG Tripartite Board Structure and Failure to Administer](#)

Dissolution of the HWCAC and PJC; and establishment of the [BCAAHWPJ](#)

ACTION CALENDAR

March 26, 2024

[Programs Through Tripartite Board; Required Response and Corrective Action Due by March 18, 2024", 2/16/2024](#)

[32. "Commission Reorganization for Post-COVID19 Budget Recovery", June 15, 2021](#)

ORDINANCE NO. -N.S.

ADDING CHAPTER 7.26 TO THE BERKELEY MUNICIPAL CODE ESTABLISHING THE BERKELEY COMMUNITY ACTION AGENCY COMMISSION HUMAN WELFARE, PEACE AND JUSTICE COMMISSION AND REPEALING CHAPTERS 3.68 AND 3.78

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That a new Chapter 3.70 of the Berkeley Municipal Code is added to read as follows:

Chapter 3.70

HUMAN WELFARE, PEACE AND JUSTICE COMMISSION
BERKELEY COMMUNITY ACTION AGENCY COMMISSION

Sections:

3.70.010 Creation of the Human Welfare, Peace and Justice Commission~~Berkeley Community Action Agency Commission~~

3.70.020 Membership

3.70.030 Term of office

3.70.040 Vacancy and removal

3.70.050 Temporary vacancies

3.70.060 Officers, meetings and procedures

3.70.070 Social welfare defined

3.70.080 Social justice defined

3.70.090 Functions of the commission

3.70.100 Elections for low-income representatives

3.70.110 Bylaws of the Human Welfare, Peace and Justice Commission~~Berkeley Community Action Agency Commission~~

3.70.120 Commission Liaison

Section 3.70.010 Creation of the Human Welfare, Peace and Justice Commission~~Berkeley Community Action Agency Commission~~

The Human Welfare, Peace and Justice Commission ~~Berkeley Community Action Agency Commission~~ is hereby created with an effective date of May 1, 2024.

Section 3.70.020 Membership

A. The commission shall consist of nine members. This commission is not subject to BMC Sections 2.04.030–2.04.130, the Fair Representation Ordinance, due to the Community Action Agency membership regulations in state and federal law.

B. Three of the members shall be appointed by the Berkeley City Council by majority vote.

C. Three of the members shall be low-income representatives, subject to the eligibility requirements of this paragraph, and elected to the commission using one of the methods in Section 3.70.100:

- i. An individual who is at or below the federal poverty line, and who resides within the City of Berkeley; or
- ii. An individual from a group(s) or organization(s) composed primarily of low-income persons and representing the interest of the low-income population in the City of Berkeley, whose membership duly select a representative chosen in accordance with a democratic selection procedure.

D. Three of the members shall be members or officials of business, industry, labor, religious, welfare, education, or major groups and interests in the community, as required by California Government Code Sections 12736(e), 12750(a)(2), and 12751 (and its successors), the language of which is incorporated herein by reference. These members should be identified and nominated for Council approval by the existing commissioners.

E. For the purpose of members appointed pursuant to paragraph C and D, the community service block grant (CSBG) target area is within the boundary of the City of Berkeley.

Section 3.70.030 Term of office.

For purposes of determining term limits under Section 3.02.040, a commissioner's service on the Human Welfare & Community Action Commission or the Peace & Justice Commission shall be counted toward their service upon their appointment to ~~the the Human Welfare, Peace and Justice Commission Berkeley Community Action Agency Commission.~~

Section 3.70.040 Vacancy and removal of elected members

Elected members of the commission are subject to the same membership and attendance requirements as appointed members except as otherwise provided in this chapter.

A. A vacancy shall exist when an elected board member moves and establishes residence outside of their election district or otherwise no longer meets the eligibility requirements of Section 3.70.020.C.

B. Vacancies in any elected commission position shall be filled by a new election pursuant to Section 3.70.100.

Section 3.70.050 Temporary vacancies

An elected member of the commission may take a temporary leave of absence of up to three months in duration by notifying the City Clerk and the commission secretary in writing in advance of the absence, during which time a temporary vacancy shall exist. During the period of such temporary vacancy in an elected position, a temporary appointment shall be made by the remaining low-income representatives subject to the eligibility requirements of Section 3.70.020.C.

Section 3.70.060 Officers, meetings and procedures

A. The commission shall elect one of its members chairperson and one of its members vice-chairperson.

B. The commission shall establish a regular place and time for meeting. All meetings shall be noticed as required by law and shall be scheduled in a way to allow for maximum input from the public. The frequency of meetings shall be as determined by City Council resolution. The scheduling of special meetings in addition to those established by City Council resolution, except special meetings that take the place of cancelled regular meetings, shall be subject to approval by the City Council. A request for a special meeting shall include the reason for the proposed meeting and should be expedited on the City Council's agenda, or in the alternative, placed before the Agenda Committee for approval.

C. A majority of the members appointed to the commission shall constitute a quorum and the affirmative vote of a majority of the members appointed is required to take any action.

D. All subcommittees of this commission should fairly reflect the composition of the commission.

Section 3.70.070 Social welfare defined

"Social Welfare" as used in this chapter, means that endeavor which is concerned with community-wide and group interests rather than with needs of individual residents and embraces such areas, among others, special needs of the family, children, youth and the aged, and the way in which people live and work together.

Section 3.70.080 Social justice defined

"Social justice" shall refer to the goal of creating a world community in which the relations between people are based on equality, respect for human rights, and the abhorrence of exploitation and all forms of oppression.

Section 3.70.090 Functions of the commission

The functions of the commission shall be as follows:

A. The commission shall function as the Board of the Community Action Agency as set forth in California Government Code Sections 12750 - 12763 and its successors, the terms of which are incorporated herein by reference;

B. Identify social welfare needs of the Berkeley community and create awareness of these needs among residents;

C. Review and accept the Community Needs Assessment as outlined in the Community Service Block Grant Organizational Standards and create a citizen awareness of these needs;

D. Encourage the development of programs designed to improve the social welfare of the Berkeley community;

E. Hold public hearings and community forums on issues that fall within the charge of the commission;

F. Provide information to other municipalities on the work of the commission;

D.G. Help develop proposals for the City Council for actions in furtherance of the goals of human welfare, peace and justice;

E.H. Advise the Berkeley City Council on all matters relating to the City of Berkeley's role in issues of peace and social justice, including, but not limited to the issues of ending the arms race, abolishing nuclear weapons, support for human rights and self-determination throughout the world and the reallocation of national resources so that money now spent on war and preparation of war is spent on the promotion of peace and fulfilling human needs, specifically the needs of low-income individuals;

F.I. Create citizen awareness around issues of social justice;

J. Advise the City Council on matters relating to the responsible investment of public funds in accordance with the responsible investment policy established by Resolution No. 55,141A-N.S. and its successors;

G.K. Assist the Director of Finance in the annual evaluation of financial institutions for qualification of City investments; complete development and assist in the implementation of a linked deposit program; encourage target investments; coordinate with City agencies, appropriate community organizations, public and private investors, and the Governor's Public Investment Task Force; and advise the City Council on matters relating to the responsible investment of public funds in accordance with the responsible investment policy established by Resolution No. 55,141A-NS.;

H.L. Act in an advisory role to City Council on Socially Responsible Investment for the City of Berkeley as prescribed in B.M.C. Section 3.68.070.K, including socially responsible procurement policy, Nuclear Free Berkeley Act Waivers, and Oppressive States Contracting Prohibition (per Resolution 59,853-N.S. and its successors);

I.M. Perform such other functions and duties as may be directed by the City Council or prescribed or authorized by any ordinance of the City;

J.N. In prescribing the above duties and functions of the commission, it is not the intent of the Council to duplicate or overlap the functions, duties or responsibilities heretofore or hereafter assigned to any other City board or commission or to a City department. As to such functions or responsibilities above set forth which are partially or wholly the responsibilities of another board or commission or of a department of the City, the commission will render assistance and advice to such board, commission or department as may be requested.

Section 3.70.100 Elections for low-income representatives

Low-income representatives shall be chosen in accordance with democratic selection procedures adequate to assure that they represent the low-income persons in the geographic service area of the City of Berkeley. Among the selection procedures which may be employed, as determined by the commission secretary, either separately or in combination, are the following: (a) nominations and elections, whether within the neighborhoods, community, or service area as a whole; (b) selection at a meeting or conference of low-income persons such that the date, time, and place of such a meeting or conference have been adequately publicized; (c) selection of a small area basis (such as a neighborhood) of representatives who in turn select members for the commission; (d) the commission may recognize a group(s) or organization(s) composed primarily of low-income persons and representing the interest of the low-income population, whose membership may select one or more representatives to the commission. Persons at or below the federal poverty line shall be permitted to vote in the selection processes. The commission may request a waiver for the federal poverty

line eligibility in order to establish residency or other relevant criteria as a basis for eligibility, which will be provided to and reviewed by the commission secretary for CSBG compliance

Section 3.70.110 Bylaws of the Human Welfare, Peace and Justice Commission~~the Berkeley Community Action Agency Commission~~

The commission shall prepare and maintain bylaws for the community action agency. These bylaws and amendments thereto shall be consistent with City, state and federal policies governing community action agencies.

Section 3.70.120 Commission Liaison representative

The commission may designate one or more of its members to act as a liaison representative to any other board, commission, or committee of the City. The functions of the liaison representative may include:

- A. Attendance at meetings of such other boards, commissions or committees;
- B. Advising the Peace and Justice Commission on the background behind those recommendations to the City Council of other boards, commissions or committees; and,
- C. On request of any member of such other board, commission or committee giving advice to such other board, commission or committee of policies, and procedures and recommendations to the City Council of the Peace and Justice Commission that may bear upon matters under discussion by such other board, commission or committee.

Section 2. That Chapter 3.68 of the Berkeley Municipal Code is hereby repealed effective May 1, 2024.

Section 3. That Chapter 3.78 of the Berkeley Municipal Code is hereby repealed effective May 1, 2024.

Section 4. Posting

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.



JASON WIMBLEY
ACTING DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



GAVIN NEWSOM
GOVERNOR

February 16, 2024

Via email to mernst@cityofberkeley.info and marybehmsteinberg@gmail.com and
Overnight Mail to:

Margot Ernst, Manager of Housing and Community Services
City of Berkeley
Health, Housing, and Community Services Department
Housing and Community Services Division
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704

Mary Behm-Steinberg, Board Chair
City of Berkeley
Health, Housing, and Community Services Department
Housing and Community Services Division
1447 Kains Avenue
Berkeley, CA 94702

RE: 45-Day Notice of Anticipated High-Risk Designation Based on The City of Berkeley's Failure to Maintain Required CSBG Tripartite Board Structure and Failure to Administer Programs Through Tripartite Board; Required Response and Corrective Action Due by March 18, 2024.

Dear Director Ernst:

This letter constitutes written notice that the California Department of Community Services and Development (CSD) intends to designate the City of Berkeley (Berkeley) as a "high risk" Community Services Block Grant (CSBG) agency within forty-five (45) days from the date of this letter, unless there is satisfactory compliance with the requirements specified herein.

The contemplated action is precipitated by the ongoing critical vacancies in Berkeley's CSBG Tripartite Board (Board). Pursuant to the Community Services Block Grant Act, public organizations must administer the CSBG program through a tripartite board or

other approved mechanism.¹ Without sufficient board members who are actively participating, Berkeley cannot administer the CSBG program as required by federal law.

Accordingly, CSD intends to designate the City of Berkeley as a high-risk agency pursuant to Section II of this letter, *Basis for High-Risk Designation*, unless the Required Response(s)/Corrective Action(s) in Section III of this letter, are addressed to CSD's satisfaction by **April 1, 2024**.

I. Legal Authority

A. Federal Law Requires Establishing and Maintaining a Tripartite Board to Administer CSBG Program

Pursuant to Title 42, US Code Section 9910 of the Community Services Block Grant Act, entities must administer CSBG through tripartite boards as follows:

In order for a public organization to be considered to be an eligible entity. . . the entity shall administer the community services block grant program through –

(1) a tripartite board, which shall have members selected by the organization and shall be composed so as to assure that not fewer than 1/3 of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members—

(A) are representative of low-income individuals and families in the neighborhood served;

(B) reside in the neighborhood served; and

(C) are able to participate actively in the development, planning, implementation, and evaluation of programs funded under this subtitle [42 USCS §§ 9901 et seq.]; or

(2) another mechanism specified by the State to assure decisionmaking and participation by low-income individuals in the development, planning, implementation, and evaluation of programs funded under this subtitle [42 USCS §§ 9901 et seq.].²

"The term 'eligible entity' means an entity. . . that has a tripartite board" or other approved mechanism.³ As defined by the federal statute, an entity must not only maintain board membership with the specified composition, but the board members must actively participate in the development, planning, implementation, and evaluation of the CSBG program. An entity that does not satisfy each requirement is not considered an eligible entity for administering the CSBG program.

The U.S. Department of Health and Human Services issued CSBG Information Memorandum (IM) #82, *Tripartite Boards*, further clarifies the composition, role, and responsibilities of local community action agency tripartite boards. In accordance with

¹ 42 USC § 9902(1)(A); 42 USC § 9910(b); CSBG Information Memorandum #82.

² 42 USC § 9910(b).

³ 42 USC § 9902(1)(A).

CSBG IM #82, the public organization's tripartite board must be comprised of the following sectors:

1. Representatives of Low-Income Individuals and Families: "[A] minimum of one-third of tripartite board membership be comprised of representatives of low income individuals and families who reside in areas served";
2. Elected Officials and their Representatives: "One-third must be elected officials, holding office at their time of selection, or their representatives."
3. Major Groups and Interests in the Community Served: "The remaining board members must be chosen from 'business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.'"⁴

Tripartite boards maintain responsibility for oversight and governance of community action agencies and must fully participate in the development, planning, implementation, and evaluation of CSBG-funded programs.⁵

B. State Law Requires Entities to Maintain a Tripartite Board to Administer CSBG Program

State law requires an eligible entity (or community action agency) to maintain a tripartite board. Where a local political subdivision or government is designated as a community action agency, it must establish a tripartite board that fully participates in the development, planning, implementation, and evaluation of the CSBG-funded programs. A community action agency shall fulfill all the requirements, including having a tripartite board structure (i.e., 1/3 of the members are elected officials or their representatives, at least 1/3 are democratically selected, and the remainder are members reflecting the interests of the community)⁶ responsible for appointing the executive director and determining major personnel, fiscal, and program policies.⁷ The community action agency must adopt procedures to provide a continuing and effective mechanism for securing broad community involvement in CSBG programs and ensuring board members can participate in program decisions.⁸

⁴ CSBG IM #82, Question 1 – *What does the law require?*

⁵ See CSBG IM #82, Question 4. Oversight and governance duties consists of the following: i) program development (including conducting a needs assessment and clarifying the agency mission); ii) planning (including long-range strategic planning, and annual planning); iii) implementation (board members have "fiduciary" responsibility for the overall operation, and members must carry out their duties as any "reasonably prudent person" which includes at a minimum, regular attendance at board and committee meetings; thorough familiarity with core agency information including agency bylaws and CSBG statutes and regulations; careful review of materials provided; decision-making based on sufficient information; ensuring that proper fiscal systems and controls are in place; and maintain knowledge of all major actions taken by the agency); and iv) evaluation (determine agency success by comparing nature and level of outcomes with expectations developed during the agency's planning cycle); see CSBG IM #82, Question 5. The Tripartite Board is charged with the responsibility for directly supervising the agency's Executive Director, recruiting and retaining Executive Directors, and holding this employee responsible for the agency's activities.

⁶ Gov. Code § 12750-12751.

⁷ Gov. Code § 12752.

⁸ Gov. Code § 12753(a).

C. Remedies for Noncompliance

Berkeley is subject to federal and state statutes and regulations that govern funding status, contract administration, and agency designation, as well as applicable contract provisions regarding enforcement.⁹

Under Title 2 of the Code of Federal Regulations (CFR) Section 200.339, when a subgrantee fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the awarding agency may impose additional conditions, ranging from requiring additional monitoring, technical or management assistance, or additional prior approvals.¹⁰ If the awarding agency determines noncompliance cannot be remedied by imposing additional conditions, it may take actions ranging from suspending or terminating the award, to initiating suspension or debarment.¹¹

The Department is the awarding agency charged with ensuring that all federal requirements of the CSBG Act are met for its subgrantees.¹² These duties include establishing requirements that community action agencies select tripartite boards with democratically selected individuals, establishing standards for the termination or reduction of financial assistance to an eligible entity, or revocation of the designation of a community action agency for failure to comply with the laws and regulations applicable to the CSBG program.¹³ To this end, CSBG contracts require subgrantees to administer funds through a tripartite board.¹⁴ The Department's CSBG contracts set forth Remedies for noncompliance. Under Article 8.7 of the CSBG contract, CSD may impose high risk status on a contractor due to material breach¹⁵ or a failure to fulfill contractual obligations and impose special conditions or sanctions. Where an agency materially fails to comply with the contract terms and conditions, CSD may suspend the contract(s) in whole or in part.¹⁶

⁹ See 42 USC §§ 9901 et seq.; 45 CFR Part 75; Cal. Gov. Code §§ 12085 et seq.; Cal. Gov. Code §§ 16366.1 et seq.; 22 CCR §§ 100601 et seq.; and 22 CCR §§ 100800 et seq.

¹⁰ 2 CFR § 200.339; see 2 CFR § 200.208.

¹¹ 2 CFR § 200.339.

¹² Gov. Code § 12780.

¹³ Gov. Code § 12781(c)(5), (d)(3).

¹⁴ See Definitions and Article 5.1.3.2 for tripartite board requirement; see also Articles 4.1.1.1, Article 4.1.3.

¹⁵ *Material Breach* means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission: (a) constitutes fraud or gross negligence by Contractor or its agent(s); (b) is likely to result in significant waste and/or abuse of federal funds; (c) has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof; (d) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD; (e) may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program. Article 8.7.2.

¹⁶ 22 Cal. Code Regs. § 100780.

II. Basis for High-Risk Designation

A. Background of Berkeley's CSBG-Funded Programs

Berkeley uses CSBG funding to help support several programs, including health care services via Lifelong Medical, which provides screening services to the unhoused and low-income communities, and emergency disabled services via Easy Does It (EDI), which provides wheelchair adjustments, transportation services, and assigns an emergency attendant to Berkeley residents who are severely physically disabled. Currently, Berkeley has multiple open CSBG contracts with CSD. (Attachments 2 and 3). As a condition of funding and designation as a CSBG agency, Berkeley is required to meet all applicable federal and state requirements, including maintaining a tripartite board.

Berkeley has been out of compliance with the statutory tripartite board requirement since 2012. Most concerning is since 2012 to present day, the agency has never successfully seated its required full complement of Low-Income board representatives, thus limiting the voice and input of the City's most vulnerable population. In addition, Berkeley has consistently struggled with board member retention, reflected by board member departures every year, as presented in Attachment 8. These constant departures range from a low of at least 13% (in 2016) to a high of 93% (in 2023) of the board members leaving the board each year, which diminishes the board effectiveness and may indicate a lack of opportunity for the members to receive sufficient training, fully engage in the planning, evaluation, and advisory roles assigned to the tripartite board. Berkeley already received multiple opportunities for training, including: an annual monitoring webinar hosted by the CSD Field Operations Unit, one-on-one technical assistance by the CSD Field Representative, and one-on-one assistance from the California Community Action Partnership Association (CalCAPA) to assist with board recruitment. This problem has not been resolved, despite training opportunities provided by multiple parties.

B. Agency Admission and Ongoing Inability to Maintain a Tripartite Board

Berkeley submitted a formal request to CalCAPA on May 27, 2022, for Training and Technical Assistance (T&TA) for aid in fulfilling all contractual requirements from CSD due to the number of vacancies in all sectors of the board, and the inability to determine which vacancy is assigned to what sector. (Attachment 4). CalCAPA provided T&TA as requested, including assisting Berkeley with recruitment strategies to fill vacancies in the Low Income sector. CSD issued a Notice of Delinquency to Berkeley on March 31, 2023, due to the lack of progress in filling crucial board vacancies despite technical assistance provided by CalCAPA and numerous required corrective actions dating back to 2012.¹⁷ (Attachment 5). In response to CSD's Notice, Berkeley submitted a remediation plan on June 19, 2023, including proposed solutions and goals to fill board vacancies in all three sectors. (Attachment 6). Since submitting the remediation plan,

¹⁷ Berkeley's current bylaws call for a Tripartite Board of 15 members.

Berkeley has not only failed to fill its vacancies, but the agency lost all board members, except one, as identified in the most recently submitted Board Roster (CSD 188) received on November 1, 2023, with Berkeley's quarterly vacancy report which also confirmed Berkeley made no progress in filling the 14 board vacancies. (Attachment 7).

C. CSD Determination of Berkeley's Noncompliance with Federal and State Requirements for Governing Board – Tripartite Structure and Active Participation/Administration

As the awarding agency, CSD has determined that Berkeley, the subrecipient, is noncompliant with federal and state requirements for maintaining a functioning and governing Tripartite Board. Notably, the May 27, 2022, request for CalCAPA technical assistance reflects Berkeley's failure to understand federal and state requirements regarding the composition of its board. Without board members in position comprised of different sectors of the population, no tripartite board exists to perform the oversight and governance duties and assure effective planning, implementation and evaluation of Berkeley's CSBG program, as intended by CSBG laws and regulations and Berkeley's own bylaws. An ongoing inability to recruit and retain board members constitutes noncompliance with federal law and disqualifies Berkeley as an eligible entity for the receipt and administration of the CSBG grant.¹⁸ Berkeley's noncompliance is documented in Monitoring Report #C-22-002, constitutes a breach of the requirements in the 2022 and 2023 CSBG annual contracts, a violation of the CSBG Act¹⁹, California Government Code § 12752.1, and Organizational Standard 5.5. (See Attachments 1, 2, & 3 for report C-22-002, 2022 Contract Narrative, and open 2023 Berkeley CSBG contracts).

Accordingly, Berkeley has failed to meet the federal and state requirements necessary to retain designation and receive CSBG funding. Based on this failure, CSD will seek to designate Berkeley as a high risk agency on **April 1, 2024**, unless Berkeley complies with the requirements set forth in this letter.

III. Special Conditions

To avoid a high-risk designation from CSD, Berkeley must comply with the following special contract conditions:

- **Required Response/Corrective Action 1:** Submit a written response of progress achieved regarding the "Action Steps" identified in Berkeley's response to delinquency submitted on June 19, 2023.
- **Required Response/Corrective Action 2:** Submit requests for T&TA support such as training specifically designed to help Public CAAs to properly seat the appropriate sectors of a tripartite board. CSD will make every effort to prioritize your T&TA requests.

¹⁸ 42 USC § 9910(b), 9902(1)(A).

¹⁹ 42 USC § 9901 et seq.

- **Required Response/Corrective Action 3:** Provide substantiation that each newly seated board member completes required board training within six months of being seated to understand their role and fiduciary duty as a member of the tripartite board. Identify future or ongoing training(s), if any, scheduled for each new board member.
- **Required Response/Corrective Action 4:** Submit a detailed written workplan describing outreach efforts to remediate the lack of representation in the Low-Income sector and plans to recruit members in the Elected Officials (Public) and Major Community Groups (Private) sectors. This plan should describe:
 - a. Outreach efforts to identify and recruit from the low-income community.
 - b. The number of community members contacted to fill Private and Public seats.
 - c. The affirmative steps Berkeley is taking to maintain a fully functioning Tripartite board (e.g., retention strategies).
 - d. How Berkeley intends to complete the following actions, which can only be fulfilled by a Tripartite Board:
 - i. Review of the agency's mission statement;
 - ii. Participation in strategic planning and the community needs assessment;
 - iii. Receipt of strategic, organizational, and programmatic updates;
 - iv. Receipt of financial and audit reports; and
 - v. Participation in the CSBG budget process, as allowed by local government procedures.

If Berkeley wants to request an extension to respond to any of the Required Response/Corrective Action(s), please contact CSD in writing and identify: 1) the specific Required Response(s)/Corrective Action(s); 2) the reason for the extension; and 3) the amount of additional time needed, by **February 26, 2024**.

Alternatively, Berkeley may provide evidence disputing the bases in Section II and/or propose an alternative corrective action plan by notifying CSD of its intention to do so within ten days of the date of this letter or by **February 26, 2024**, and submitting the aforementioned evidence or alternative corrective action plan by **March 18, 2024**.

Absent an extension granted by CSD, all responses to the Required Responses/Corrective Action Items must be submitted via email to your CSBG field representative, Jennifer (jennifer.milovina@csd.ca.gov) no later than March 18, 2024.

IV. Next Steps

If Berkeley accepts the special conditions specified in this letter or proposes amendments or alterations to them, it shall advise CSD in writing within ten days from issuance of this letter, or by **February 26, 2024**, and submit evidence of completion of the Special Conditions by **March 18, 2024**.

CSD will reevaluate Berkeley's status within 45 days of this letter. If CSD determines Berkeley made significant progress to recruit new board members, implemented a plan to retain the board members, and improved its strategy to fill future board vacancies, CSD will reconsider the issuance of the high-risk designation. However, if Berkeley fails to show progress in these areas, fails to meet the obligations contained herein, submits an insufficient response, or fails to respond, a notice of high-risk designation will be issued on **April 1, 2024**. Further, if Berkeley cannot comply with its contractual obligations, stabilize its tripartite board membership, and implement corrective actions while on high-risk status, CSD may suspend or terminate the contracts listed in Attachment 3 of this letter, *Berkeley Open Service Contracts with CSD*, or pursue other available legal remedies.²⁰

Should you need any further information about this matter, please contact CSD Deputy Director of Programs, Daphne Hunt, at (916) 291-8194 or Daphne.Hunt@csd.ca.gov.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Acting Director
Department of Community Services and Development

²⁰ If CSD seeks to suspend, pursuant to 22 CCR § 100780, Berkeley will have the right to submit written material or participate in an informal meeting to show good cause as to why the contracts should not be suspended. If CSD determines termination of funding is proper, Berkeley may request a hearing in accordance with 45 CFR § 96.92.



Department of Community Services and Development
Community Services Division
Monitoring Report (rev. 2/2022)

Agency Information

Agency Name	Berkeley Community Action Agency
Agency Type	Community Action Agency-Public
Report #	C-22-002
CSD/Field Representative	Jennifer Milovina
Date Report Completed	May 26, 2022

Contracts Reviewed

Contract #	Program Term	Amount	Contract Type
20F-3640	3/27/20- 5/31/22	\$373,097.00	CSBG CARES
20F-3640	10/1/20- 5/31/22	\$40,370.00	CSBG CARES Disc
21F-4001	1/1/21- 5/31/22	\$275,106.00	Annual CSBG
21F-4403	6/1/21- 5/31/22	\$28,250.00	CSBG Discretionary
22F-5001	1/1/22- 12/31/22	\$274,202.00	Annual CSBG

Entrance Conference

Purpose of Visit

The purpose of this review was to monitor statutory and contractual requirements under the Community Services Block Grant (CSBG) for financial accountability and programmatic compliance in accordance with Federal and State laws and the Department of Community Services Development (CSD) policy. Due to the pandemic and COVID-19 restrictions, the 2022 monitoring reviews were conducted virtually in accordance with CSD emergency monitoring procedures.

Date of Virtual Entrance Conference

May 5, 2022

The following persons were present during the Entrance Conference:

Margot Ernst, Executive Director
 Mary-Claire Katz, Program Analyst
 Joshua Oehler, Program Manager
 Wingyin Wong, Fiscal Analyst
 Jeffrey Glover, Fiscal Manager
 Jennifer Milovina, Field Representative
 Caleb Gendron, Field Representative,
 Patrick Kane, Field Representative
 Shiella Marie Rivera Flores, Field Representative

The following items were discussed:

- Virtual Monitoring Overview
- Expenditure Updates
- CSD Updates
- Upcoming Organizational Standards
- CSBG CARES Expenditure
- Board Composition

Administrative Review

Board Composition

According to the agency’s bylaws, dated July 21, 2010, the Tripartite Board should be composed of 15 members as follows: five (5) from the public sector, four (4) from the private sector, and six (6) from the low-income sector. The CSD 188 board roster dated January 14, 2022 indicates the board is currently comprised of seven (7) board members; five (5) from the public sector, zero (0) from the private sector, and two (2) from the low-income sector and contains eight (8) board vacancies as follows:

Sector	Date of Vacancy
Low Income	11/2018
*Low Income	12/2020
*Low Income	10/2021
*Low Income	10/2021
Public	4/2017
*Public	8/2021
*Public	10/2021
*Public	12/2021

Desk Review C-21-002 assigned a Finding for long-term board vacancies in the Public Sector since 4/1/2017 and the Low-Income Sector since 11/1/2018 but were assigned an “Other” for board vacancies occurring within the pandemic period. Please see chart (above) for reference.

Given the vacancies from 11/2018 and 4/2017 remain, the corrective action requirements for long-term board vacancies occurring prior to the pandemic, including resolution criteria will be transferred and tracked under this report, C-22-002. The agency has submitted vacancy updates to CSD as required by Desk Review C-21-002.

A board consisting of 15 members must have exactly five (5) Public sector members and at least five (5) members from the Low-Income sector. At the time of this review, the agency had an incorrect amount of Public and Private sector seats which is not compliant with 42 U.S.C. § 9910. Please reference CPN-C-21-01 and the flexibilities it allows regarding board composition.

**Due to the impact of COVID-19, CSD acknowledges the increased difficulty experienced by agencies attempting to recruit board /council members during the pandemic. Board vacancies occurring during the period from March 2020 through December 2022, will be documented in this report but no new corrective action designation (Observation or Finding) will be assigned. Agencies will be required to submit updates as detailed in the corrective action section below. Starting with the 2023 monitoring session, CSD will return to the regular board/council vacancy monitoring practices. To the extent possible, CSD encourages agencies to engage in recruitment activities to fill vacancies during this period.*

Board Minutes

Berkeley Community Action Agency submits approved board minutes to (CSD) no later than thirty days after the minutes are approved as required in the annual contract agreement (2022 CSBG Contract Agreement Article 4.1.4).

A review of the board minutes from November 17, 2021, January 19, 2022, and February 16, 2022 indicates that a quorum was met for each meeting. The information contained within the board minutes provided the Field Representative with sufficient information to determine the board’s involvement in the development, planning, implementation, and evaluation of the program.

Fiscal Review

Advance Payment

The Field Representative was presented documentation that demonstrates the agency does retain the advance payment in an interest-bearing account. (45CFR 75.305 (b)(8))

Expenditure Reporting

A review of the Expenditure Activity Reporting System (EARS) monthly reports indicated the expenditure reports have not been submitted in a timely manner.

Expenditure activity reports were submitted after the due date for the following contract(s):

Contract #	Expenditure Report Period	Due Date	Certify date	No of days late
22F-5001	2/1/22-2/28/22	3/25/22	4/1/22	7
22F-5001	3/1/22-3/31/22	4/25/22	5/5/22	10

Please note: CPN-C-22-01 published March 7, 2022, requires all expenditure activity reports be submitted on or before the 25th calendar day following the reporting period. (CPN-C-22-01, 1.0 CSBG Reimbursement Policies and Procedures, 1.1 Financial Reporting - EARS Invoice Due Date).

Expenditure Progress	During the review, the Field Representative met with Berkeley Representative, Jeffery Glover, (Fiscal Manager), to discuss the status of all open contracts as follows:
CSBG Contract 21F-4001	A review of EARS reports from January 2021 through December 2021 indicates 100% or \$275,106.00 of \$275,106.00 has been expended.
CSBG Disc Contract 21F-4403	A review of EARS reports from June 2021 through March 2022 indicates 0% or \$0 of \$28,250.00 has been expended. The agency it is not on track to fully expend the contract funds by the end of the contract term. Contract term ends 5/31/2022. Berkeley has not been receiving expenditure submissions from their Discretionary subcontractor. According to Berkeley's Program Analyst, the individual responsible for errors in the reporting of expenditures is no longer an employee with WeHOPE and a new fiscal representative has taken over. Berkeley explained that the new WeHOPE employee has reconciled the missing expenses and they are confident they will fully expend their full contract allocation by May 31, 2022.
CSBG CARES Contract 20F-3640	A review of EARS reports from March 2020 through March 2022 indicates 58.13% or \$216,894.13 of \$373,097.00 has been expended. According to the agency it is on track to fully expend the contract funds by the end of the contract term. Agency has requested an extension through 8/31/2022 and is submitting expenditures according to the spending plan submitted to CSD on 5/5/2022.
CSBG CARES Disc Contract 20F-3646	A review of EARS reports from October 2020 through March 2022 indicates 0% or \$0 of \$40,370.00 has been expended. According to Berkeley's Fiscal Manager, it is not on track to fully expend the contract funds by the end of the contract term. Agency has requested an extension through 8/31/2022 and is submitting expenditures according to the spending plan submitted to CSD on 5/5/2022.
CSBG Contract 22F-5001	A review of EARS reports from January 2022 through March 2022 indicates 6.25% or \$17,132.94 of \$274,202.00 has been expended. According to the agency it is on track to fully expend the contract funds by the end of the contract term. According to the most recent 3 year spending trend report released in April; Berkeley's spending level is within the 15% threshold of their historical spending practices.
Line-Item Expenditure Review	<i>Note: Due to the COVID-19 pandemic and the Program flexibilities afforded by Informational Memorandum IM #154, CSD implemented a modified approach and reduced to the number of expenditure transaction that would normally be reviewed.</i>

The Field Representative sampled three (3) expenditure transactions from costs reported in EARS:

Contract Number	Report Period	Section (Program/Admin)	Line Item	Amount
21F-4001	10/1/21-10/31/21	Program	Subcontractor/Consultant Services	\$5698.76
20F-3640	11/1/21-11/30/21	Program	Subcontractor/Consultant Services	\$412.44
20F-3640	10/1/21-10/31/21	Program	Subcontractor/Consultant Services	\$4,110.00

The Field Representative reviewed the general ledger, subcontractor invoices, agency invoices, check copies and bank statements and verified the documentation supported the transactions sampled from expenditures reported in (EARS).

Equipment Validation Review

Not Applicable

Programmatic Review

Program Reports

A review of the most recent CSBG Annual Report Modules 2 – 4 indicate the reports have been submitted timely by the agency in accordance with the annual CSBG Contract Agreement Article 7.3.4.

Program Performance

A review of the agency’s most recent CSBG Annual Report Modules 2 – 4 shows that the agency achieved the following results:

Family Domains (Module 4)	Indicator	Target	Actual
Health and Social/Behavior Development	FNPI 5b. The number of individuals who demonstrated improved physical health and well-being.	1200	476
Health and Social/Behavior Development	FNPI 5g. The number of individuals with disabilities who maintained an independent living situation.	50	258

Performance Target Accuracy

Agency Explanation FNPI 5b: Agency achieved less than 80% of their projected target. The agency explained that this measures LifeLong patients with a diagnosis of hypertension who have demonstrated improved health by having a blood pressure reading equal or less than 140/90, representing a normal blood pressure. With the onset of COVID-19, collecting and recording blood pressure had been a challenge, hence the smaller reported numbers. Currently, LifeLong is using a hybrid model of in-person and virtual telehealth appointments to patients. Due to the high risk for COVID-19 among older adults, LifeLong continues to monitor patients closely and only requires in-person appointments if absolutely necessary.

Agency Explanation FNPI 5g: Agency achieved higher than 120% of their projected target. The need for this service increased greatly due to the larger number of seniors and disabled individuals requiring assistance during the pandemic.

Organizational Standards Review The agency certified their 2021 Organizational Standards Assessment score is 96%. They have a TAP in Vision and Direction - Category 4: Organizational Leadership. The agency is actively recruiting to fill the vacant seats on their board.

Agency was reminded CSD has ended the administrative relief related to agency Organizational Standards compliance which had been in effect for 2020 and 2021. As a result, all agencies are required to submit updated Organizational Standards documentation in eGov by August 31, 2022. To ensure agency staff is in the strongest position to effectively complete the Organizational Standards process, CSD recommends relevant agency staff attend the upcoming Organizational Standards training hosted by CalCAPA.

Subcontractor Review The Field Representative in accordance with the 2022 CSBG Contract, (Article 4, section 4.21.2) assessed the contractor requirements, which include verification of the Excluded Parties List System (EPLS), submission of the CSD 163 form, Monitoring Policy, Monitoring Reports/Reviews, and a Procurement Policy. The assessment determined that the agency is in compliance.

Child Support The Field Representative determined the agency does not have a written referral policy in place to the local Department of Child Support Services. (Title 42 of the U.S.C. Section 9919 (b)).

Site Visits *Due to COVID-19 CSD did not conduct an agency site visit.*

Client File Review *Note: Due to the COVID 19 pandemic and the Program flexibilities afforded by Informational Memorandum IM #154, CSD implemented a modified approach and reduced the number of client files that would normally be reviewed.*

The Field Representative conducted a client file review of two (2) clients who received services as reported in the National Performance Indicators. The review was a sampling of the clients served for Indicators: FNPI 5b. The number of individuals who demonstrated improved physical health and well-being, and FNPI 5g. The number of individuals with disabilities who maintained an independent living situation. The client files contained documentation which verified the outcomes reported in the 2021 Annual Report were met. The client files contained applicable documentation to demonstrate the clients met the income eligibility requirements for services.

Safeguard of client files

Due to COVID-19 CSD did not conduct an agency site visit. CSD accepts the 2021 results for Organization Standard 8.13, "The Organization has a written policy in place for record retention and destruction" as sufficient verification for this item.

Organization Standard 8.13 was "met" for this review period.

CSBG CARES Activities

Two (2) line items were sampled from CARES expenditure submissions to complete this review to satisfy the Quarterly Reconciliation for Quarter 1 of 2022. The expenditures sampled are from Quarter 4 of 2021 since no recent expenditures had been submitted at the time of the initial request. No Issues were discovered during the review of the following expenditures:

CSBG CARES Quarterly Fiscal Reviews

Contract Number	Report Period	Section (Program/ Admin)	Line Item	Amount
20F-3640	11/1/21-11/30/21	Program	Subcontractor/ Consultant Services	\$412.44
20F-3640	10/1/21-10/31/21	Program	Subcontractor/ Consultant Services	\$4,110.00

CSBG CARES Client File Review

Family Domains (Module 4)	Indicator	Target	Actual
FNPI 5. Health and Social/Behavioral Development	SRV 500. Hygiene Facility Utilizations (e.g. showers, toilets, sinks)		121

The Field Representative conducted a client file review of 1 client who received services as reported in the National Performance Indicators. The review was a sampling of the clients served for Service Indicator SRV 500. Hygiene Facility Utilizations (e.g., showers, toilets, sinks). The client file contained applicable documentation to demonstrate the clients met the

income eligibility requirements for services. The client files contained documentation verifying the services were provided.

Exit Conference

Date of Exit Conference (Phone Call) May 10, 2022

The following persons were present during the Exit Conference: Mary-Claire Katz, Program Analyst
Jennifer Milovina, Field Representative

The following items were discussed:

- Highlights of Review
- Monitoring Timeline
- Board Composition
- Subcontractor Monitoring Reports

Finding(s)

Finding(s):

Finding (1): Board Composition

The CSD 188 board roster dated January 14, 2022 indicates the board is currently comprised of seven (7) board members; five (5) from the public sector, zero (0) from the private sector, and two (2) from the low-income sector and contains eight (8) board vacancies.

A board consisting of 15 members must have exactly five (5) Public sector members and at least five (5) members from the Low-Income sector. At the time of this review, the agency had an incorrect amount of Public and Private sector seats which is not compliant with 42 U.S.C. § 9910.

Corrective Action (1):

To ensure the board configuration aligns with agency by-laws and state regulations, The City of Berkeley must provide a report to CSD describing their efforts to correctly configure board membership. The City of Berkeley will complete a new CSD 188 Board Roster with the correct division of members for the Private and Public Sectors.

Response/Resolution Due Date (1):

An updated board roster (CSD 188) and a report of the efforts being taken by Berkeley to correctly configure the Board are due according to the schedule below. (This schedule follows the current timeframe for vacancy reports)

- June 30, 2022- first report due
- December 30, 2022- resolution date

Finding (2): Long Term Board Vacancies:

The City of Berkeley has two long-term board vacancies. One in the Public Sector since 4/1/2017 and one in the Low-Income Sector since 11/1/2018.

Corrective Action (2):

For long-term board vacancies (vacant seat(s) for more than 12 months prior to March 27, 2020), Agencies will retain their assigned corrective action designation. The corrective action requirements for long-term board vacancies occurring prior to the pandemic, including resolution criteria will be transferred and tracked under this report, C-22-002.

Response/Resolution Due Date (2):

Berkeley will continue to submit updates to CSD for all board vacancies according to the schedule below if the vacancies persist:

- June 30, 2022
- December 30, 2022

Observation(s)

Observation(s):

The City of Berkeley does not have a child support referral policy. A written child support referral policy helps educate CAA staff on their responsibilities to provide the child support referrals and helps establish the CAA’s compliance with the referral requirement identified in Title 42 of the U.S.C. Section 9919(b)

Berkeley submitted a draft for what they hope to adopt as their Child Support Referral policy during their next scheduled Board meeting taking place on May 18, 2022.

Corrective Action:

The agency will complete and submit a draft of their policy regarding child support referrals. To help facilitate this corrective action the Field Representative submitted examples of other CAA’s Child Support Referral Policies as well as sharing the CAPLAW Q&A on Child Support Referrals released in 2014.

Response/Resolution Due Date:

The agency will submit the approved written policy to CSD no later than:

- June 30, 2022

Recommendation(s)

Not Applicable

Other: Board Vacancies:

The board roster dated January 14, 2022, indicates there are currently 8 board vacancies. Due to the impact of COVID-19, CSD acknowledges the increased difficulty experienced by agencies attempting to recruit board /council members during the pandemic, Board vacancies occurring during the period from March 2020 through December 2022, will be documented in this report but no new corrective action designation (Observation or Finding) will be assigned.

Response/Resolution Due Date:

The City of Berkeley will continue to provide updates detailing the recruitment efforts to fill Board vacancies. To ensure the importance of this activity, Berkeley’s board minutes should reflect board activities to fill the vacant board seats. The next updates are due to CSD by the following dates:

- June 30, 2022
- December 31, 2022

Please note: new board members are required to complete orientation within six months of being seated per Organizational Standard Category 5 (Vision and Direction) Standard 5.7

Technical Training Assistance(s)	On May 26, 2022, the Field Representative sent a formal referral (CSD 332) to CalCAPA on behalf of Berkeley to obtain T/TA assistance regarding board vacancy recruitment to assist in filling their 8 identified board vacancies.
----------------------------------	--

CSD may request additional information related to meeting/resolving Findings addressed in this report. Unresolved Findings may result in additional monitoring or a High Risk designation.

ATTACHMENT 2

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD. 215 (Rev. 08/2017)

AGREEMENT NUMBER 22F-5001	AMENDMENT NUMBER 0
-------------------------------------	------------------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Berkeley Community Action Agency		2. FEDERAL I.D. NUMBER 94-6000299	
3. AGENCY TRANSMITTING AGREEMENT Department of Community Services and Development	4. DIVISION, BUREAU, OR OTHER UNIT Contract Services Unit	5. AGENCY BILLING CODE 031150	
6a. CONTRACT ANALYST NAME Shirley Prasad	6b. EMAIL Shirley.Prasad@csd.ca.gov	6c. PHONE NUMBER 916-576-4354	
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If yes, enter prior contractor name and Agreement Number) Community Services Block Grant (CSBG) under a DGS Master Exemption			

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
 Provide CSBG services to low-income population of California

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need, or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 Contractor agrees to continue to provide services and activities to eligible participants residing in Contractor's assigned service area, pursuant to California Government Code Section 12725 et seq., and 42 United States Code (USC) 9901 et., as amended, the Community Services Block Grant Act.

10. PAYMENT TERMS (More than one may apply.)

<input type="checkbox"/> MONTHLY FLAT RATE	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> ONE-TIME PAYMENT	<input type="checkbox"/> PROGRESS PAYMENT
<input type="checkbox"/> ITEMIZED INVOICE	<input type="checkbox"/> WITHHOLD _____ %	<input type="checkbox"/> ADVANCE PAYMENT NOT TO EXCEED	
<input type="checkbox"/> REIMBURSEMENT/REVENUE	\$ _____ or _____ %		
<input checked="" type="checkbox"/> OTHER (Explain) <u>Reimbursement based upon expenditure and activity reports</u>			

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
F.T.F.	4700-101-0890-4185	21/22	21	2021	\$ 274,202.00

OBJECT CODE GRANTS/SUBVENTIONS	AGREEMENT TOTAL	\$ 274,202.00
OPTIONAL USE 40122	AMOUNT ENCUMBERED BY THIS DOCUMENT	
	\$ 274,202.00	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
	\$ 0.00	
	TOTAL AMOUNT ENCUMBERED TO DATE	
	\$ 274,202.00	

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
DocuSigned by:  Lois Hullum <small>00027AA13665476</small>	Lois Hullum	11/9/2021

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD. 215 (Rev. 08/2017)

AGREEMENT NUMBER 22F-5001	AMENDMENT NUMBER 0
-------------------------------------	------------------------------

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	01/01/2022	05/31/2023	\$ 274,202.00	Contracts SCM 5.80.B.2.b
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$ 274,202.00	

13. BIDDING METHOD USED:

REQUEST FOR PROPOSAL (RFP) (Attach justification if secondary method is used) Use of Master Service Agreement

Invitation for Bid (IFB) Exempt from Bidding (Give authority for exempt status) Sole Source Contract (Attach STD. 821)

OTHER (Explain) Contracts SCM 5.80.B.2.b

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount, and small business status) (If an amendment, sole source, or exempt, leave blank)
N/A - Subvention contract

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOW BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)
N/A - Subvention contract

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
N/A - Subvention contract

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION
 By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE <i>Shirley Prasad</i> 0001070540024AF	SIGNER'S NAME (Print or Type) Shirley Prasad	DATE SIGNED 11/12/2021
--	---	---------------------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000, Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A

19. Have Conflict Of Interest Issues Been Identified And Resolved As Required By The State Contract Manual Section 7.10? No Yes N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses No Yes N/A

B. STD. 204, Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? No Yes

SB/DVBF Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes ___ % of Agreement

25. Is This Agreement (With Amendments) For A Period Of Time Longer Than Three Years? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE <i>Shirley Prasad</i> 0001070540024AF	NAME/TITLE (Print or Type) Shirley Prasad	DATE SIGNED 11/12/2021
---	--	---------------------------

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD. 215 (Rev. 08/2017)

AGREEMENT NUMBER

22F-5001

AMENDMENT NUMBER

0


JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Government Code 19130 (b) (3)

The services being performed under this contract do not cause any displacement of State workers. Federal and/or State law for this program specify the entities that are eligible for these funds.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 		NAME/TITLE (Type or Print) Shirley Prasad / Contract Analyst		DATE SIGNED 11/12/2021
PHONE NUMBER 916-576-4354		STREET ADDRESS 2389 Gateway Oaks Drive, Suite 100		
EMAIL Shirley.Prasad@csd.ca.gov		CITY Sacramento	STATE CA	ZIP 95833

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 22F-5001	PURCHASING AUTHORITY NUMBER (if applicable)
---	-------------------------------------	---

- This Agreement is entered into between the Contracting Agency and the Contractor named below
 CONTRACTING AGENCY NAME
Department of Community Services and Development
 CONTRACTOR NAME
Berkeley Community Action Agency
- The term of this Agreement is: **January 1, 2022 through May 31, 2023**
- The maximum amount of this Agreement is: **Total \$274,202.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract, Administration, Procedure
 Article 3 - Agreement Changes
 Article 4 - Administrative Policies and Procedures
 Article 5 - Program Budget Requirements and Payments
 Article 6 - Financial Reporting
 Article 7 - CSBG Terms, Conditions, Programmatic Provisions, and Reporting
 Article 8 - Compliance Policies and Procedures
 Article 9 - Federal and State Policies and Provisions
 Definitions
 Table of Forms and Attachments
 These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) Berkeley Community Action Agency					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE, ZIP 2180 Milvia Street, 2nd Floor, Berkeley, CA 94704					
PRINTED NAME OF PERSON SIGNING Dee Williams-Ridley			TITLE City Manager		
CONTRACTOR AUTHORIZED SIGNATURE  SF00000CA261440			DATE SIGNED 4/1/2022		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE CA	ZIP 95833	
PRINTED NAME OF PERSON SIGNING Chris Vail		TITLE Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE  SF00000CA11440		DATE SIGNED 4/8/2022			

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.

CS
SP

RESOLUTION NO. 70,155-N.S.

REVENUE CONTRACT: 2022 COMMUNITY SERVICES BLOCK GRANT (CSBG)

WHEREAS, the City of Berkeley is a Community Action Agency and receives CSBG funds as the Berkeley Community Action Agency to support anti-poverty programs; and

WHEREAS, the Human Welfare and Community Action Commission (HWCAC) acts as an advisory tri-partite Board to the Council providing public participation in the governing process; and

WHEREAS, at the October 20, 2021 HWCAC meeting a motion was passed recommending that the City accept the Community Service Block Grant Funds; and

WHEREAS, this CSBG revenue contract is for the period of January 1, 2022 to May 31, 2023, with the option to extend the contract period and/or accept amendments that either increase the contract amount and/or update contract terms, for a contract amount of \$274,202 (334-51-504-530-0000-000-000-431110); and

WHEREAS, the funds have historically been used to support anti-poverty services and to support City of Berkeley oversight and management of anti-poverty programs (budget code (334-51-504-530-0000-000-444-Various to 334-51-504-535-0000-000-444-Various).


NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to accept Community Service Block Grant Contract Number 22F-5001 for the amount of \$274,202, and execute any resultant agreements and amendments including amendments that may decrease or increase the contract amount or add discretionary funding, or to change the contract term, or to update contract terms, to provide low-income services for the time period January 1, 2022 to May 31, 2023, with the option to extend the contract period as amended by the California State Department of Community Services and Development. A record signature copy of said agreement and any amendments shall be on file in the office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on December 14, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk



DAVID SCRIBNER
DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



GAVIN NEWSOM
GOVERNOR

November 3, 2021

Dear Executive Director:

The Department of Community Services and Development (CSD) is pleased to announce the release of the 2022 Community Services Block Grant (CSBG) contract. This cover letter provides information on the release of the CSBG grant award, contract period of performance, 2022 contract allocation, contract submission process, advance payments, and CSD's operation under Continuing Resolution (CR) (H.R. 5305) through December 3, 2021. Also included is information on the contract webinar and available resources on the Local Agencies Portal.

On October 29, 2021, CSD received California's Notice of Grant Award for \$16,379,862, which represents the first quarter release of 2022 CSBG Grant funds under the CR and the amount of the total contract allocation CSBG agencies are authorized to expend.

Attached is the 2022 CSBG contract and allocation spreadsheet for the 2022 program year. The allocation spreadsheet reflects a total 2022 CSBG contract allocation of \$65,519,449 and to be used for the purposes of contract planning and execution. When completing your CSBG fiscal data budget forms, please use the amount identified for your agency on the spreadsheet labeled "Total 2022 Contract."

The 2022 CSBG Contract term encompasses two distinct timeframes: a period of performance from January 1, 2022 through December 31, 2022, and an extension period from January 1, 2023 through May 31, 2023. Agencies are expected to expend 100 percent of their contract amount as referenced in Article 1.3 *Agreement Amount* of the 2022 CSBG contract by the end of the period of performance. The extension period is available upon CSD's approval for agencies who are unable to fully expend their contract amount during the period of performance. Requests for an extension must be submitted to CSD no later than November 16, 2022.

To facilitate the timely execution of your contract, please refer to the checklist for all required documents and due dates for contract deliverables. Agencies are required to execute the CSBG contract electronically via DocuSign. The contract packet, including all deliverables, must be completed and returned to CSD within 30 calendar days for private non-profit agencies and 45 calendar days for public agencies from the date of this contract release. Please refer to Article 2.1, *Required Documents*, for further information.

Executive Director
Page 2

Please note that all contract documents and deliverables must be received and approved by CSD to receive an advance payment (also referred to as working capital advance) or expenditure reimbursement. Following the approval of contract deliverables, your agency's advance payment will be automatically authorized. If your agency declines to receive an advance payment, please submit a letter with the contract on your organization's letterhead, declining the advance payment.

Income Eligibility Threshold Federal Poverty Level (FPL)

On October 19, 2021, OCS issued a Dear Colleague Letter advising of the CR signed into law by President Biden on September 30, 2021, that allocates CSBG funds and extends the authority for states to revise the eligibility income limit from 125 to 200 percent of the Federal Poverty Level (FPL) through December 3, 2021 for regular CSBG and CARES CSBG funding. Since the effective date of the 2022 CSBG contract is scheduled to occur after the CR deadline, CSD will issue separate guidance on applying the 200 percent of the FPL income eligibility threshold upon notification from OCS. Please note that with the passage of AB 135 (Chapter 85, Statutes of 2021), California's income eligibility threshold aligns with FPL; therefore, if an extension of the 200 percent of FPL is not approved, CSBG eligibility will revert to 125 percent of the FPL.

In mid-November 2021, a recorded contract webinar will be uploaded to CSD's Local Agencies Portal, which will provide guidance on important contract elements and aid the completion of required contract forms. In addition, a live question and answer session will be held in early December 2021 to respond to questions pertinent to the contract and execution process.

The red-lined version of the 2022 CSBG contract language is available on CSD's [Local Agencies Portal](#), under the CSBG Contracts tab. For any questions related to the contract submission, program requirements, or the contract webinar, please contact your designated Field Representative.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER
Director
Department of Community Services and Development

Attachments

2022 Community Services Block Grant (CSBG) Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections or if you have not yet completed the **DocuSign® Contact Update Form, (CSD 489)** with the California Department of Community Services and Development (CSD). To access the DocuSign form, click on the following link: <https://agencies.csd.ca.gov/home/CSBG/Pages/Forms.aspx#k=#s=16>

Contract Packet:

The completed contract packet (list of documents/forms below) must be returned to CSD to execute the contract. Please use the checkboxes below to indicate the completed documents/forms are included:

- Submitted contract via DocuSign, which includes the signed Contract Face Sheet (STD 213)** with the name and title of the individual authorized to sign the Agreement
- Federal Funding Accountability and Transparency Act (FFATA) Form**
- Signed Lobbying Form**
- Current insurance documents or Self-Insurance Authority Certification** if not already on file with CSD. New evidence of insurance (ACORD 25) is required if current insurance expires during the contract term, or if the amount of insurance needs to be increased.
- Board resolution.** (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Please submit your completed contract packet within 30 days (45 days for public agencies) from the release of the contract via DocuSign.

Contract Deliverables:

The following **contract deliverables** (as applicable) must be completed and returned to your Field Representative within 30 calendar days for private non-profit agencies and 45 calendar days for public agencies from the date of this contract release. Please use the checkboxes below to indicate the completed documents/forms are included:

425 Budget Series Forms, ensuring all numbers match the Allocation Spreadsheet posted to the Local Agencies Portal at:

<https://agencies.csd.ca.gov/home/CSBG/Pages/Forms.aspx#k=#s=16>



- CSD 425.S CSBG Contract Budget Summary**



2022 Community Services Block Grant (CSBG) Contract Checklist

- CSD 425.1.1 CSBG Budget Support Personnel Costs
- CSD 425.1.2 CSBG Budget Support Non-Personnel Costs
- CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
- CSD 425.1.4 CSBG Contract Budget Narrative

- CSBG Annual Work Plan (CSD 641)
- CSD 188 Agency Staff and Board Roster Form
- Board Meeting Schedule
- CSD Public Website Update Form 168
- Updated organizational bylaws. (Not applicable if no changes have occurred in the past calendar year.)
- Submit CSBG Annual Work Plan target projections for Modules 3 and 4 using CSD 641A and 641B (worksheets) available on the Local Agencies Portal.

Please return your completed **contract deliverables** (as applicable) via email to your assigned Field Operations Representative.

All forms are located on the **Forms** page under the **CSBG tab** of the CSD's Local Agencies Portal at:

<https://agencies.csd.ca.gov/home/CSBG/Pages/Forms.aspx#k=#s=16>

Please Note: Per Article 5.2, Advance Payments – Amount, Subsection 5.2.1, Contractor will not be issued an advance or reimbursed for any costs incurred until CSD approves all contract deliverables.

State of California
 Department of Community Services and Development
 2022 CSBG Allocation
 Non-CAAs

NATIVE AMERICAN INDIANS

Agency	Contract Number	Total 2022 Contract	25% Advance
Karuk Tribe (NAI-LPA) (Core Funding)	22F-5101	42,000	0
Karuk Tribe (NAI-LPA)	22F-5102	81,891	0
NCIDC, Inc. (NAI-LPA) (Core Funding)	22F-5103	122,000	30,500
NCIDC, Inc./LIFE (NAI-LPA) (Core Funding)	<i>(Included with NCIDC below)</i>		
NCIDC, Inc. (NAI-LPA)	22F-5104	2,016,115	504,029
Co of LA Workforce Dev, Aging & Com Svcs	22F-5105	293,253	73,313
TOTAL		<u>2,555,259</u>	<u>607,842</u>

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	Total 2022 Contract	25% Advance
California Human Development Corporation	22F-5201	1,506,947	376,737
Proteus, Inc.	22F-5202	2,424,220	606,055
Central Valley Opportunity Center, Inc.	22F-5203	589,675	147,419
Center for Employment Training	22F-5204	2,031,103	507,776
TOTAL		<u>6,551,945</u>	<u>1,637,987</u>

**LIMITED PURPOSE AGENCIES
 (DISCRETIONARY FUNDS)**

Agency	Contract Number	Total 2022 Contract	25% Advance
Community Design Center	22F-5301	174,886	43,722
Del Norte Senior Center, Inc.	22F-5302	141,224	35,306
Rural Community Assistance Corporation	22F-5303	189,677	0
TOTAL		<u>505,787</u>	<u>79,028</u>

Attachment A
State of California
Department of Community Services and Development
2022 CSBG Allocation
CAAs

County	Agency	Contract Number	Total 2022 Contract	25% Advance
Alameda	Berkeley Community Action Agency	22F-5001	274,202	68,551
Alameda	City of Oakland, Human Services Department	22F-5002	1,391,569	347,892
Alpine	Inyo Mono Advocates for Community Action, Inc.	22F-5003	1,344	336
Amador/Tuolumne	Amador-Tuolumne Community Action Agency	22F-5004	268,469	67,117
Butte	Community Action Agency of Butte County, Inc.	22F-5005	371,228	92,807
Calaveras/Mariposa	Calaveras-Mariposa Community Action Agency	22F-5006	267,779	66,945
Colusa	SEE GLENN COUNTY			
Contra Costa	Contra Costa Employment & Human Services Dept/CSB	22F-5007	873,970	218,493
Del Norte	Del Norte Senior Center, Inc.	22F-5008	52,584	13,146
El Dorado	El Dorado County Health and Human Services Agency	22F-5009	293,811	0
Fresno	Fresno County Economic Opportunities Commission	22F-5010	1,905,650	476,413
Glenn/Colusa/Trinity	Glenn County Community Action Department	22F-5011	269,282	67,321
Humboldt	Redwood Community Action Agency	22F-5012	276,589	69,147
Imperial	Campeinos Unidos, Inc.	22F-5013	321,966	80,492
Inyo/Mono	Inyo Mono Advocates for Community Action, Inc.	22F-5014	265,960	66,490
Kern	Community Action Partnership of Kern	22F-5015	1,530,496	382,624
Kings	Kings Community Action Organization, Inc.	22F-5016	309,457	0
Lake/Mendocino	North Coast Opportunities, Inc.	22F-5017	561,536	140,384
Lassen/Plumas/Sierra	Plumas County Community Development Commission	22F-5018	267,437	66,859
Los Angeles	Foothill Unity Center, Inc.	22F-5019	331,185	82,796
Los Angeles	Long Beach Community Action Partnership	22F-5020	808,733	202,183
Los Angeles	County of Los Angeles Dept. of Public Social Services	22F-5021	6,239,069	0
Los Angeles	City of Los Angeles Housing + Community Investment Dept.	22F-5022	6,756,987	1,689,247
Madera	Community Action Partnership of Madera County, Inc.	22F-5023	286,748	71,687
Marin	Community Action Marin	22F-5024	277,112	69,278
Mariposa	SEE CALAVERAS COUNTY			
Mendocino	SEE LAKE COUNTY			
Merced	Merced County Community Action Agency	22F-5025	513,137	128,284
Modoc/Siskiyou	Modoc-Siskiyou Community Action Agency	22F-5026	269,282	67,321
Mono	SEE INYO COUNTY			
Monterey	Monterey County Community Action Partnership	22F-5027	514,145	128,536
Napa	Community Action Napa Valley	22F-5028	294,879	73,720
Nevada	Nevada County Dept. of Housing & Community Services	22F-5029	278,748	0
Orange	Community Action Partnership of Orange County	22F-5030	2,808,423	702,106

Attachment A

State of California
 Department of Community Services and Development
 2022 CSBG Allocation
 CAAs

County	Agency	Contract Number	Total 2022 Contract	25% Advance
Placer	Project GO, Inc.	22F-5031	343,522	85,881
Plumas	SEE LASSEN COUNTY			
Riverside	Community Action Partnership of Riverside County	22F-5032	2,672,059	668,015
Sacramento	Sacramento Employment and Training Agency	22F-5033	1,815,891	453,973
San Benito	San Benito County H&HSA, CS & WD	22F-5034	275,298	0
San Bernardino	Community Action Partnership of San Bernardino County	22F-5035	2,766,917	691,729
San Diego	County of San Diego, H&HSA, CAP	22F-5036	3,427,251	856,813
San Francisco	Urban Services YMCA	22F-5037	878,653	219,663
San Joaquin	San Joaquin County Dept. of Aging & Community Services	22F-5038	1,001,853	0
San Luis Obispo	CAP of San Luis Obispo County, Inc.	22F-5039	305,707	0
San Mateo	San Mateo County Human Services Agency	22F-5040	465,921	0
Santa Barbara	Community Action Commission of Santa Barbara County	22F-5041	544,516	136,129
Santa Clara	Sacred Heart Community Service	22F-5042	1,454,766	363,692
Santa Cruz	Community Action Board of Santa Cruz County, Inc.	22F-5043	298,195	74,549
Shasta	Shasta County Community Action Agency	22F-5044	307,734	0
Sierra	SEE LASSEN COUNTY			
Siskiyou	SEE MODOC COUNTY			
Solano	Community Action Partnership of Solano, JPA	22F-5045	395,290	98,823
Sonoma	Community Action Partnership of Sonoma County	22F-5046	461,030	115,258
Stanislaus	Central Valley Opportunity Center, Inc.	22F-5047	787,054	196,764
Sutter	Sutter County Community Action Agency	22F-5048	276,561	69,140
Tehama	Tehama County Community Action Agency	22F-5049	293,419	73,355
Trinity	SEE GLENN COUNTY			
Tulare	Community Services & Employment Training, Inc.	22F-5050	923,427	230,857
Tuolumne	SEE AMADOR COUNTY			
Ventura	Community Action of Ventura County, Inc.	22F-5051	700,758	175,190
Yolo	County of Yolo Health and Human Services Agency	22F-5052	302,667	75,667
Yuba	Yuba County Community Services Commission	22F-5053	280,035	70,009
TOTAL, all counties			49,860,301	10,095,682



CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: 2022 Community Services Block Grant (CSBG)

PERIOD: January 1, 2022 through May 31, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City Manager

Title

Berkeley Community Action Agency

Agency/Organization

DocuSigned by:

5E09300CA2E54EC

Signature

4/1/2022

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of Last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproductions Standard Form - LLL</p>

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), complete a separate form for each program.

AGENCY/SUB-AWARDEE INFORMATION

Agency Name	Berkeley Community Action Agency			
Program Type (check one)	<input checked="" type="checkbox"/> CSBG	<input type="checkbox"/> LEAD	<input type="checkbox"/> LIHEAP	<input type="checkbox"/> DOE WAP
Contract #(s) (list all active contracts for the selected program)	22F-5001			
Contract Period(s) (mm/dd/yy - mm/dd/yy)	January 1, 2022 - May 31, 2023			
Agency Unique Identifier (DUNS Number)	76529924			
Agency Primary Contact Information (person responsible for completing this form)	Name:	Margot Ernst		
	Title	Housing and Community Services Manager		
	E-mail:	MErnst@cityofberkeley.info		
	Phone:	(510)981-5427		
Location of Agency	Mailing Address:	2180 Milvia Street, 2nd Floor		
	State:	CA		
	Zip + 4 digits (+4 digit is required)	94704-1122		
	U.S. Congressional District:	9		
	State Assembly District:	15		
State Senate District:	9			

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Street Address:	2180 Milvia Street
	State:	CA
	Zip + 4 digits (+4 digit is required)	94704-1122
	U.S. Congressional District:	9
	State Assembly District:	15
	State Senate District:	9
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	<i>(If YES, continue to the next question. If NO, you are now finished completing this form.)</i>	
	Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	<i>(If YES, continue to the next question. If NO, you are now finished completing this form.)</i>	
Five Highest Compensated Executives/Employees	Is your agency one of the entities described below? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	<ul style="list-style-type: none"> • A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). • A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). 	
	<i>(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)</i>	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf> criteria.

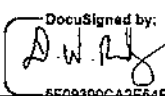
Additional Resources

Unique Identifier (DUNS Number)	
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	https://iupdate.dnb.com/i/update/companylookup.htm
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupActionInput.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Berkeley		<i>Federal ID Number</i> 94-6000299
<i>By (Authorized Signature)</i>  <small>DocuSigned by: D.W. Ridley 8E98306CA2F64EC</small>		
<i>Printed Name and Title of Person Signing</i> Dee Williams-Ridley		Dee Williams-Ridley, City Manager
<i>Date Executed</i> 4/1/2022	<i>Executed in the County of</i> Alameda	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 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 person's or 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 proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

SUBVENTION AGREEMENT

TABLE OF CONTENTS

PREAMBLE..... 4

ARTICLE 1 -- SCOPE OF WORK 4

1.1 General..... 4

1.2 Agreement Term 4

1.3 Agreement Amount..... 5

1.4 Service Area 5

1.5 Legal Authorities – Program Requirements, Standards, and Guidance..... 5

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE..... 7

2.1 Required Documents..... 7

2.2 Contractor’s Option of Termination 9

2.3 Budget Contingencies 9

2.4 Miscellaneous Provisions..... 11

ARTICLE 3 – AGREEMENT CHANGES..... 11

3.1 Amendment..... 11

3.2 Minor Modification..... 12

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES 12

4.1 Board Roster, Bylaws, Resolution, and Minutes 12

4.2 Training and Quarterly CSBG Advisory Committee Meetings (CAC)..... 14

4.3 Internal Control Certification..... 14

4.4 Record Retention Requirements 15

4.5 Insurance Requirements..... 15

4.6 Specific Insurance Requirements..... 16

4.7 System Security Requirements 18

4.8 Services Offered..... 18

4.9 Data Sensitivity..... 18

4.10 Contractor Systems Security..... 18

4.11 Trusted Behavior Expectations 19

4.12 Incident Reporting 19

4.13 Audit Trail Responsibilities 19

4.14 Data Sharing Responsibilities..... 19

SUBVENTION AGREEMENT

4.15 Travel and Per Diem 20

4.16 Codes of Conduct..... 20

4.17 Conflict of Interest 20

4.18 Fraud, Waste, and Abuse 21

4.19 Procurement Standards 21

4.20 Use and Disposition of Vehicles and Equipment 22

4.21 Subcontracts 24

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS 25

5.1 Budget..... 25

5.2 Advance Payments – Amount..... 27

5.3 Advance Payments – Interest on Advances 27

5.4 Advance Payments – Liquidation of Advance..... 28

5.5 Advance Payments – Lien Rights..... 28

5.6 Payments..... 28

ARTICLE 6 – FINANCIAL REPORTING 28

6.1 Fiscal Reports..... 28

6.2 Close-Out Report 29

6.3 Transparency Act Reporting 30

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING..... 30

7.1 Fair Hearing for Denial of Client Benefits by Contractor 30

7.2 Organizational Standards 30

7.3 Programmatic Reporting..... 31

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES 31

8.1 Right to Monitor, Audit, and Investigate..... 31

8.2 Compliance Monitoring – Contractor’s and CSD’s Shared Responsibilities for Federal Funds 32

8.3 Collection of Disallowed Costs 33

8.4 Auditing Standards..... 34

8.5 Audit Reports..... 34

8.6 Failure to Comply with Audit Requirements..... 35

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement 35

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS 40

9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters 40

SUBVENTION AGREEMENT

9.2 Affirmative Action Compliance 41

9.3 Nondiscrimination Compliance 41

9.4 Specific Assurances 42

9.5 Commercial and Government Entity (CAGE) Identification Code and Data Universal
Numbering System (DUNS) Requirements 43

DEFINITIONS..... 44

TABLE OF FORMS AND ATTACHMENTS..... 47

SUBVENTION AGREEMENT

PREAMBLE

This subvention agreement, for the funding of Community Services Block Grant (CSBG) programs in 2022 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD") and the contractor named on the face sheet of this Agreement, Form STD 213 ("Contractor"), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor's service area to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Sections 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Sections 12085 et seq., as amended. Unless otherwise specified in the Contractor's Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire performance period of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services (HHS).

1.2 Agreement Term

1.2.1 The term of this Agreement shall be as specified on the Agreement face sheet (STD 213) and is divided into two distinct sections: a period of performance from January 1, 2022 through December 31, 2022, and an extension period of January 1, 2023 through May 31, 2023. The Contractor is expected to expend 100 percent of the Agreement amount as referenced in Article 1.3 below, by the end of the period of performance. The extension period is available upon approval by CSD to contractors unable to fully expend the Agreement amount during the period of performance.

1.2.2 *Period of Performance.* The period of performance of this Agreement shall be from January 1, 2022 through December 31, 2022. One hundred percent of the Agreement amount specified in Article 1.3 below is expected to be fully expended by the end of the period of performance.

1.2.3 *Extension Period.* The extension period provided by this Agreement is available upon approval by CSD from January 1, 2023 through May 31, 2023 to those contractors who will not fully expend 100 percent of the Agreement amount by the

SUBVENTION AGREEMENT

end of the performance period. Requests for extensions must be received no later than November 16, 2022.

1.3 Agreement Amount

The maximum amount of this Agreement shall be as specified on the face sheet (STD 213) and is subject to adjustment(s), in accordance with the following terms:

- 1.3.1 The initial amount shall be based on the prior year's grant award of the federal Community Services Block Grant award.
- 1.3.2 Upon notification of the full federal fiscal year grant award amount from the HHS, CSD shall, if necessary, issue an amendment to this Agreement to increase or decrease the maximum amount.
- 1.3.3 If the full amount of the HHS CSBG grant award to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure and shall advance funds in accordance with Article 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the maximum amount of the Agreement has been revised.
- 1.3.4 In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's maximum amount of the Agreement prior to the end of the contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS and the contract shall be closed on that basis without need for amendment.
- 1.3.5 This Agreement may include a specific amount allocated from the annual discretionary allocation. These funds may target a specific purpose and require a separate budget and work plan in accordance with Article 7.1 of this Agreement.

1.4 Service Area

The services shall be performed in the Contractor's service area as indicated on CSD's Public Website at <https://www.csd.ca.gov>.

1.5 Legal Authorities – Program Requirements, Standards, and Guidance

- 1.5.1 All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

- 1.5.1.1 The Community Services Block Grant Act, as amended, 42 USC § 9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
- 1.5.1.2 California laws and regulations applicable to CSBG Programs, Government Code (Gov. Code) § 12085 et seq., as amended, and Title 22, California Code of Regulations (Cal. Code Regs.) §§ 100601-100795;
- 1.5.1.3 The Single Audit Act, 31 USC § 7501 et seq., and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75;
- 1.5.1.4 California Civil Code §§ 1798 et seq., and the Federal Privacy Act of 1974 (5 USC § 552a); Requirements to Respond to Incidents Involving a Breach of Personal Information, Statewide Information Management Manual (SIMM) 5340-C, California Department of Technology; and
- 1.5.1.5 California Contractor Certification Clauses 04/2017 (CCC 04/2017); and State contracting requirements, "General Terms and Conditions, GTC 04/2017". The provisions in their entirety, can be reviewed and downloaded at the [Department of General Services](https://www.dgs.ca.gov/) website at <https://www.dgs.ca.gov/>.
- 1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed within this Agreement, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the authorities directly conflict with any State law or regulation, or any provision of this Agreement, then that federal law or regulation shall apply, unless a provision of federal law applicable to block grants, such as 45 CFR § 96.30, specifically allows for the application of state law.
- 1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, provided:
- 1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX";
- 1.5.3.2 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
- 1.5.3.3 That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

- 1.5.3.4 That major and material changes in program requirements, which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
- 1.5.3.5 That the parties' failure or inability to execute a mutually acceptable amendment within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
- 1.5.3.6 That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and
- 1.5.3.7 That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- 1.5.4 The federal and state laws, regulations, and other authorities referenced in this Agreement are hereby incorporated by reference. Copies may be accessed for reference on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE**2.1 Required Documents**

- 2.1.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation. The following documents shall be returned to the Budget and Contracts Services Unit at contracts2@csd.ca.gov within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies:
- 2.1.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);
- 2.1.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;
- 2.1.1.3 Contractor Certification Clauses (CCC 04/2017);

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

- 2.1.1.4 Current Insurance or Self-Insurance Authority Certification; and
- 2.1.1.5 Board Resolution authorizing execution of this Agreement.
- 2.1.2 In addition to the documentation requirements set forth in Article 2.1.1, CSD's obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Local Agencies Portal at <https://agencies.csd.ca.gov/>. The following documents shall be returned to the assigned CSD Field Representative within 30 calendar days of receipt for private agencies or 45 calendar days of receipt for public agencies, and shall each be subject to approval by CSD in form and substance:
 - 2.1.2.1 CSBG Contract Budget Summary (CSD 425.S);
 - 2.1.2.2 CSBG Budget Support Personnel Costs (CSD 425.1.1);
 - 2.1.2.3 CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);
 - 2.1.2.4 CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);
 - 2.1.2.5 CSBG Contract Budget Narrative (CSD 425.1.4);
 - 2.1.2.6 CSBG Annual Report Work Plan (CSD 641)
 - 2.1.2.7 CSBG Annual Report Projections (CSD 641A and or CSD 641B)
 - 2.1.2.8 Agency Staff and Board Roster (CSD 188);
 - 2.1.2.9 Board Meeting Schedule; and
 - 2.1.2.10 Updated Organizational Bylaws (if applicable).
- 2.1.3 *Board Resolution.* Contractor must also submit a governing board resolution with a DocuSign signature or a wet signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2022 CSBG Agreement and any amendments.
- 2.1.4 CSD shall maintain a certified date-stamped copy of this Agreement for inspection by Contractor during normal business hours.
- 2.1.5 This Agreement may not be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.5.3 with respect to program guidance, or as provided in Article 3 – Agreement Changes. Upon such amendment of any provision, the amended PDF version shall be date-stamped and posted to the Local Agencies Portal at <https://agencies.csd.ca.gov/> until such time as a subsequent agreement or amendment is executed by the parties.

SUBVENTION AGREEMENT

- 2.1.6 Contractors that are public or governmental entities with local provisions requiring receipt of a copy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive copies for execution and retention.

2.2 Contractor's Option of Termination

- 2.2.1 Contractor may, at Contractor's sole option, elect to terminate this Agreement in lieu of adherence to the procedures set out in Article 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, provided:
- 2.2.1.1 Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Postal Service Certified Mail, Return Receipt Requested.
- 2.2.1.2 Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- 2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- 2.2.3 Contractor shall, within 60 calendar days of termination, close out the contract in accordance with contractual closeout procedures as provided in Article 6.2 – Close-Out Report.
- 2.2.4 By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG Provider(s) in accordance with state and federal CSBG requirements.

2.3 Budget Contingencies

- 2.3.1 *State Budget Contingency.*
- 2.3.1.1 It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated, and the State shall

SUBVENTION AGREEMENT

have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2.3.1.2 If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.1.3 Pursuant to Cal. Gov. Code §12785, up to 3.5 percent of the discretionary funds is allocated to restore funding to the prior year's funding level for CSBG eligible entities. In the event the appropriation of the federal CSBG funds are significantly reduced, the CSBG discretionary funding may not be sufficient to restore funding to the prior year's funding level.

2.3.2 *Federal Budget Contingency.*

2.3.2.1 The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.

2.3.2.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations or final settlement.

2.3.2.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

SUBVENTION AGREEMENT

2.4 Miscellaneous Provisions

- 2.4.1 *Assignment.* Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- 2.4.2 *Merger/Entire Agreement.* This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- 2.4.3 *Severability.* If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- 2.4.4 *Notices.* Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUEA”) (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. CSD encourages Contractor to adopt the DocuSign platform to facilitate the receipt of this Agreement. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

To Contractor’s address of record; and

To CSD at:

California Department of Community Services and Development
 Field Operations Unit
 2389 Gateway Oaks Drive, Suite 100
 Sacramento, CA 95833

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- 3.1.1 Formal amendments to this Agreement are required for changes to the term, amount, scope of work, and/or formal name changes. No amendment to this

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

- 3.1.2 If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the Agreement term.
- 3.1.3 *Extension Period.* If Contractor identifies that they will not fully expend 100 percent of the Agreement amount by the end of the period of performance, then Contractor shall submit written notification to their assigned Field Representative on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration of the period of performance or no later than November 16, 2022. Refer to Article 1.2.2 for period of performance. The CSD Form 425b shall include:
- 3.1.3.1 The reason(s) the Contractor will not fully expend 100 percent of the Agreement amount by the end of the performance period; and
- 3.1.3.2 The date (January 31, February 28, March 31, April 30, or May 31, 2023) in which the Contractor proposes to fully expend 100 percent of the Agreement amount.
- 3.1.4 CSD Form 425b is located on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 3.1.5 All requests for an Extension Period are subject to CSD approval.

3.2 Minor Modification

- 3.2.1 Any request(s) for modification to CSBG Fiscal Data or Work Plan documents must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*, no later than 45 calendar days prior to the expiration date of this Agreement.
- 3.2.2 Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on CSD Form 425b, *Justification for Contract Amendment/Modification*.

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES**4.1 Board Roster, Bylaws, Resolution, and Minutes**

- 4.1.1 Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD at CSBG.Div@csd.ca.gov and the Contractor's assigned Field Representative the following:

SUBVENTION AGREEMENT

- 4.1.1.1 Unless otherwise specified in 4.1.1.3 and 4.1.1.4 below, Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) of the tripartite board including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member including an address at a location other than the office of the eligible entity, vacancy title, and date each board seat was vacated. Contractor is responsible to notify CSD of any changes to the tripartite board within 30 calendar days of such occurrence.
- 4.1.1.2 Contractor must provide updated organizational bylaws if any changes occurred within the past calendar year.
- 4.1.1.3 In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to ensure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. NAI Contractor is responsible to notify CSD of any changes to its governing body within 30 calendar days of such occurrence.
- 4.1.1.4 In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. LPA Contractor is responsible to notify CSD of any changes to its board within 30 calendar days of such occurrence.
- 4.1.2 Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: (a) direct signature of a board member having signing authority; or (b) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- 4.1.3 Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

- 4.1.4 Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, advisory board, or other body responsible for administration of CSBG-funded programs, no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative. Regularly scheduled board meetings shall be held in accordance with Contractor's bylaws.
- 4.1.5 In addition to the minutes referenced in Article 4.14, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than 30 calendar days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSBG.Div@csd.ca.gov and to the Contractor's assigned Field Representative.

4.2 Training and Quarterly CSBG Service Provider (CSP) Meetings

Contractors shall make every effort to attend all trainings and quarterly CSP meetings associated with CSD.

4.3 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- 4.3.1 Segregation of duties appropriate to safeguard State assets;
- 4.3.2 Access to Contractor assets is limited to authorized personnel who require these assets in the performance of their assigned duties;
- 4.3.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4.3.4 Practices to be followed in performance of duties and functions;
- 4.3.5 Personnel of a quality commensurate with their responsibilities; and
- 4.3.6 Effective internal review.

SUBVENTION AGREEMENT

4.4 Record Retention Requirements

- 4.4.1 All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.361 through § 75.370).
- 4.4.2 Contractor shall maintain all records pertaining to this Agreement for a minimum of three years after submission of the final report. However, Contractor shall maintain applicable records until CSD resolves all audit and monitoring findings.
- 4.4.3 Contractor ensures that employee and applicant records shall be maintained in a confidential manner to ensure compliance with the Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.), and the Federal Privacy Act of 1974, as amended (5 USC § 552a).

4.5 Insurance Requirements

- 4.5.1 By execution of this Agreement, Contractor agrees that required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 4.5.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 4.5.3 Notices of Insurance must be submitted electronically via email to BNCS@csd.ca.gov.
- 4.5.4 In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder. New Certificates of Insurance will be reviewed for content and form by CSD.
- 4.5.5 In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- 4.5.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 4.5.7 The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

SUBVENTION AGREEMENT

4.5.8 Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.6 Specific Insurance Requirements

4.6.1 *Self-Insurance.*

4.6.1.1 When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

4.6.1.2 Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

4.6.1.3 In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within 30 calendar days of expiration of insurance.

4.6.1.4 In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

4.6.2 *Workers' Compensation Insurance.*

4.6.2.1 Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.6.2.2 Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the California Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

SUBVENTION AGREEMENT

4.6.3 *Commercial or Government Crime Coverage (Fidelity Bond).*

4.6.3.1 Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.6.3.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4 percent of the total amount of consideration set forth under this Agreement.

4.6.3.3 Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

4.6.4 *General Liability Insurance.*

4.6.4.1 Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

4.6.4.2 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

4.6.5 *Vehicle Insurance.*

4.6.5.1 Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

4.6.5.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. Driving to and from place of business is not within the scope of employment.

4.6.5.3 Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

SUBVENTION AGREEMENT

4.7 System Security Requirements

Contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and federal laws and regulations as may apply. The parties hereto agree to requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM). In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements.

4.8 Services Offered

Data exchange between CSD and Contractor shall be handled through one of three methods: (1) a Contractor user must upload data files or perform data entry using credentials provided by CSD; or (2) utilize CSD web applications as configured by the Contractor technology vendor; or (3) via email using security protocols, such as encryption and redaction, for any sensitive data.

4.9 Data Protection

- 4.9.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted on the Local Agencies Portal at <https://agencies.csd.ca.gov/>. No personal financial information (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.2 Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, (e.g., credit card, bank account numbers), shall be stored or exchanged in the data exchange sessions.
- 4.9.3 Data exchanged between CSD and Contractor via email communication must have all personally identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.
- 4.9.4 Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.10 Contractor Systems Security

- 4.10.1 The physical location of the computing and data storage devices (e.g., servers) shall be within controlled access facilities. Individual users may not have access

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by appropriate identification, authentication, and authorization methods to validate the approved users.

- 4.10.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 4.10.3 Contractor shall securely destruct data by sanitizing media prior to disposal.
- 4.10.4 Contractor shall keep security patches, anti-virus, and anti-malware software up to date on all systems on which data may be used.

4.11 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the federal Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905) and Unauthorized Access to Stored Communications (18 USC § 2701). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the written consent of the owner.

4.12 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.13 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.14 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

SUBVENTION AGREEMENT

4.15 Travel and Per Diem

- 4.15.1 Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- 4.15.2 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.474) or any amendments thereto, as applicable.
- 4.15.3 In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.16 Codes of Conduct

- 4.16.1 *Written Standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- 4.16.2 *Self-Dealing Prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR § 75.327, or subsequent amendments to these requirements.

4.17 Conflict of Interest

SUBVENTION AGREEMENT

- 4.17.1 Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- 4.17.2 Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.18 Fraud, Waste, and Abuse

- 4.18.1 Contractor shall submit a written report to CSD within 45 days of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of CSBG funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of CSBG funds.
- 4.18.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services (HHS) Office of Inspector General Fraud hotline.

4.19 Procurement Standards

- 4.19.1 *Maintenance of Written Procurement Procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing the CSBG program pertaining to procurement, including the Code of Federal Regulations Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general CFR compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 4.19.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance

SUBVENTION AGREEMENT

and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

- 4.19.3 Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4.19.4 Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 4.19.5 *Non-Competitive Bid Justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include, but is not limited to: (a) explanation of why the acquisition of goods or services is limited to one vendor or supplier; (b) description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and (c) analysis of cost(s) to demonstrate reasonableness.
- 4.19.6 *CSD Lease/Purchase Pre-Approval Requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least 15 calendar days prior to execution of the transaction. Transactions without CSD's prior written approval may be disallowed.
- 4.19.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- 4.19.8 Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.20 Use and Disposition of Vehicles and Equipment

SUBVENTION AGREEMENT

- 4.20.1 Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and § 75.439).
- 4.20.1.1 Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or project, the equipment may be used in other activities supported by CSD, in the following order of priority: (a) activities under a Federal award from CSD; then (b) activities under Federal awards from other HHS awarding agencies.
- 4.20.1.2 During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.
- 4.20.1.3 Any user fees shall be treated as “program income” to the CSBG program, as described in 45 CFR § 75.307.
- 4.20.1.4 Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor’s program activities, and properly allocated to the CSBG grant program. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).
- 4.20.2 Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 (d)), including, but not limited to: (a) property records; (b) physical inventory of the property; (c) a control system to prevent loss, damage, or theft; (d) adequate maintenance procedures; and (e) proper sale procedures.
- 4.20.3 *Sale or Disposition of CSBG-Funded Vehicles and Equipment.*
- 4.20.3.1 If/when Contractor’s CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

- 4.20.3.2 Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.
- 4.20.3.3 Pursuant to 45 CFR 75.307(d), (*see also* 45 CFR § 75.2 “Program Income”), sale proceeds from the sale of real property, equipment, or supplies are not program income. Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D–Post Federal Award Requirements* (including 45 CFR §§ 75.318, 75.320 and 75.321).

4.21 Subcontracts

- 4.21.1 Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.
- 4.21.2 *Notification of Subcontract Execution.*
- 4.21.2.1 Contractor shall provide annual written notification to CSD within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 4.21.2.2 This annual written notification shall also include a certification that, to the best of Contractor’s knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov>.
- 4.21.2.3 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- 4.21.2.4 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement

SUBVENTION AGREEMENT

contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75, Subpart E – Cost Principles).

- 4.21.3 Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- 4.21.4 Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- 4.21.5 In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five business days of receipt of notice of such action.

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1.1 Budget

- 5.1.1 Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non-Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Agreement. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: (a) completing the attached form (CSD 425.1.3); or (b) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

5.1.2 Contractor shall submit the CSBG Contract Budget Narrative form (CSD 425.1.4) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.

5.1.3 *Administrative Expenses.* For the purpose of administrative expenditures, and pursuant to Cal. Gov. Code § 12781(D), Contractor shall use funds allocated under this Agreement in an amount not to exceed 12 percent of the total operating budget of its community action program(s) only, including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) and the Low Income Household Water Assistance Program (LIHWAP) in excess of the LIHEAP and LIHWAP contractual limitations by the Contractor's agency.

The budgets of the Contractor's community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.

5.1.3.1 A qualifying community action program is defined by Cal. Gov. Code § 12750(b) as:

A "locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem."

5.1.3.2 Community action programs typically:

5.1.3.2.1 Maintain a tripartite board of directors or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and

5.1.3.2.2 Serve the purposes and goals of the federal Community Services Block Grant Act, Section 672 (42 USC § 9901) and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

5.1.4 For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 10 percent de minimis indirect cost rate as permitted under 45 CFR § 75.414(f) and 2 CFR § 200.414(f).

SUBVENTION AGREEMENT

5.1.5 *Budget modifications require pre-approval by CSD. No originally approved budget line item may be increased or decreased by more than 10 percent (10%) without prior CSD approval. Contractor shall submit a CSD 425b, Justification for Contract Amendment/Modification and updated budget forms to request a budget modification.*

5.2 Advance Payments – Amount

- 5.2.1 Upon approval of all contract deliverables, CSD shall, in accordance with Cal. Gov. Code § 12781(b), issue an advance payment to Contractor in an amount not to exceed 25 percent of the maximum amount of this Agreement.
- 5.2.2 If HIIS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance amount that is available and pay the remaining portion(s) as funds become available.
- 5.2.3 If HIIS fails to provide sufficient funds to pay the authorized advance amount during the first six months of the contract term, Contractor will not be entitled to additional advance payments thereafter.
- 5.2.4 If, during the first six months of the contract term, CSD amends this Agreement to increase the maximum amount, CSD shall advance up to 25 percent of the increase to Contractor.
- 5.2.5 Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the contract.

5.3 Advance Payments – Interest on Advances

- 5.3.1 Contractor must deposit all advances in an interest-bearing account in accordance with 45 CFR § 75.305(b)(8), unless one or more of the following apply:
- 5.3.1.1 Contractor receives less than \$120,000 in Federal awards per year.
- 5.3.1.2 The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on CSBG cash balances.
- 5.3.1.3 The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- 5.3.2 Interest earned amounts up to \$500 may be retained by Contractor for administrative expenses. Any additional interest earned on CSBG advance payments deposited in interest-bearing accounts must be remitted annually to the U.S. Department of Health and Human Services at:

SUBVENTION AGREEMENT

HHS Program Support Center
P. O. Box 979132
St. Louis, MO 63197

When returning interest, the refund should include: an explanation stating that the refund is for interest, the name of the awarding agency (CSD), and the grant number for which the interest was earned.

5.4 Advance Payments – Liquidation of Advance

- 5.4.1 Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures when the Contractor has expended 75 percent of the maximum amount of this Agreement.
- 5.4.2 CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the contract term. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance.

5.5 Advance Payments – Lien Rights

The State retains lien rights on all funds advanced.

5.6 Payments

- 5.6.1 Upon approval of Contractor deliverables CSD shall issue payments (as specified by Contractor on the CSD 425.S) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.
- 5.6.2 Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

ARTICLE 6 – FINANCIAL REPORTING

6.1 Fiscal Reports

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

6.1.1 Contractor shall request reimbursement for expenditures associated with all contract activities by reporting in the Expenditure Activity Reporting System (EARS) in accordance with CPN-C-19-001, *CSBG Financial Reporting Policies and Procedures*, which is available online at the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

6.1.2 Contractor shall submit adjustments in accordance with CPN-C-19-001.

6.2 Close-Out Report

6.2.1 Contractor shall complete and submit all CSD close-out forms when funds are 100 percent expended and according to the timelines below. The close out report must be submitted according to the following Period of Performance timeline:

- Period of Performance: January 1, 2022-December 31, 2022; Closeout due March 30, 2023 (90 calendar day closeout)
- Period of Performance: January 1, 2022-March 31, 2023; Closeout due June 30, 2023 (90 calendar day closeout)
- Period of Performance January 1, 2022-April 30, 2023; Closeout due June 30, 2023 (60 calendar day closeout)
- Period of Performance January 1, 2022-May 31, 2023; Closeout due June 30, 2023 (30 calendar day closeout)

6.2.2 The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest versions of the close-out forms are available on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

6.2.3 All close-out forms must be submitted electronically via email to CSBG.Div@csd.ca.gov.

6.2.4 Final expenditures must be submitted by entry into EARS by June 20, 2023.

6.2.5 All adjustments must be submitted in accordance with CPN-C-19-001.

6.2.6 Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

6.2.7 If CSD grants Contractor a term extension, regardless of the extension period, Contractor must submit all required close-out documents, without exception, no later than June 30, 2023.

SUBVENTION AGREEMENT

6.3 Transparency Act Reporting

- 6.3.1 In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), contractors that: (a) are not required by the IRS to annually file a Form 990 federal return; (b) receive at least 80 percent of their annual gross revenues from federal sources (excluding any ARRA funds); and (c) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of contractor's top five highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to contractors that fall within all three categories set forth in this paragraph.
- 6.3.2 Pursuant to the FFATA reporting requirements (2 CFR Part 170), CSD is required to report information regarding contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD Form 279, located on the Local Agencies Portal at <https://agencies.csd.ca.gov/>, and return with the signed contract to ensure compliance.
- 6.3.3 CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS, AND REPORTING

7.1 Fair Hearing for Denial of Client Benefits by Contractor

- 7.1.1 Pursuant to 22 Cal. Code Regs. § 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within 20 calendar days from the denial of assistance.
- 7.1.2 Within five business days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than 30 calendar days from the receipt of the request.
- 7.1.3 The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.2 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, each Contractor shall submit the Organizational Standards annually utilizing the eGov ReportHub system no later than

SUBVENTION AGREEMENT

August 31st. Contractor shall have until January 31, 2023 to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2022 Organizational Standards Assessment.

7.3 Programmatic Reporting

- 7.3.1 *Submission of Required Plans/Reports.* Unless otherwise specified by the provisions of this Article, all Community Action Plans and reports required by the provisions of this Article shall be submitted via email to CSBG.Div@csd.ca.gov, no later than the date specified.
- 7.3.2 *Community Action Plan.* Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every odd year, unless/until otherwise instructed by CSD.
- 7.3.3 *CSBG Annual Work Plan Modules 3 and 4.* Annual programmatic work plan covers the proposed programmatic activities from January 1, 2022, through December 31, 2022. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form, and enter the Targets using Work Plan CSD 641A Module 3 Targets and or 641B Module 4 Targets as part of the contract deliverables. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and entering the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2022 must be completed and submitted with the contract deliverables. A copy of the forms may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.
- 7.3.4 *CSBG Annual Report Modules 2 through 4 and Agency Success Stories.* Annual programmatic reporting covers the programmatic activities from January 1, 2022, through December 31, 2022. As applicable, Modules 2 through 4 and Agency Success Stories must be completed and submitted in the eGov Reporting system no later than February 1, 2023. Access to the eGov system is available at: <https://cacsd.communitysoftwaregroup.com/CsgIdentity/Account/Login>.
- 7.3.5 Contractor shall be required to collect programmatic outcomes associated with services provided under an extended period of performance covering the period January 1, 2022 through the extended period of performance as specified on the STD 213. Contractor must submit the programmatic outcomes through this period in a supplemental report to CSD with the close out packet.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit, and Investigate

- 8.1.1 Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit

SUBVENTION AGREEMENT

Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

- 8.1.2 Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 8.1.3 Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with applicable federal and state requirements, with particular reference to 42 USC §§ 9914-9916, and 22 Cal. Code Regs. § 100730, as amended.
- 8.1.4 All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring – Contractor’s and CSD’s Shared Responsibilities for Federal Funds

- 8.2.1 As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
- 8.2.2 As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:
- 8.2.2.1 Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Article 7.2, applicable to CSBG-funded programs; and
- 8.2.2.2 Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with CFR requirements.
- 8.2.3. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor’s program or fiscal performance. Contractor shall cooperate with CSD program staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and

SUBVENTION AGREEMENT

other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

- 8.2.4 Except under certain conditions whereby advanced notice may not be feasible such as, a whistleblower or other investigation, CSD shall provide Contractor reasonable advance written notice of on-site audit of Contractor's program or fiscal performance. Contractor shall cooperate with CSD audits and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- 8.2.5 In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance. All noncompliance findings must be resolved by the mutually agreed upon corrective action timeframe.

8.3 Collection of Disallowed Costs

- 8.3.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
- 8.3.2 *Time for Response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 8.3.3 *Notice After Review of Further Supporting Evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in Article 8.3.2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with this Agreement, for CSD's final determination of disallowed costs.
- 8.3.4 All statements, notices, responses and demands issued in accordance with this Article 8.3 shall be in writing.
- 8.3.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Article 8.3.

SUBVENTION AGREEMENT

8.4 Auditing Standards

- 8.4.1 *Applicability.* The standards set forth in in 2 CFR § 200.500 et seq. are hereby incorporated by reference.
- 8.4.2 *Supplemental Audit Guide.* In addition to the applicable audit requirements specified in Article 8.4.1, Contractor must follow the most current CSD Supplemental Audit Guide, which is incorporated into this Agreement by reference and may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

8.5 Audit Reports

- 8.5.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §§ 200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards,” December 2011 Revision, as amended, or the 2018 revision effective for financial audits, attestation engagements, and reviews of financial statements for periods ending on or after June 30, 2021.
- 8.5.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold, currently \$750,000, that mandates a single audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.
- 8.5.3 The financial and compliance audit report shall contain a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All CSBG grants shall be reported separately on the SEFA, i.e., CSBG; Discretionary. In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for **each** contract whose **term ends** during the single-audit fiscal year shall be included in that year’s single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD’s Supplemental Audit Guide.
- 8.5.4 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor’s report, or nine months after the end of the Contractor’s fiscal year.
- 8.5.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

One Electronic copy:

audits@csd.ca.gov

SUBVENTION AGREEMENT

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within five to ten calendar days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

8.6 Failure to Comply with Audit Requirements

8.6.1 In the event that Contractor fails to comply with the audit requirements under this Article, CSD, as appropriate in the circumstances, may take one or more of the following actions, provided in 45 CFR § 75.371 - § 75.375 "Remedies for Noncompliance": (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by CSD; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend (suspension of award activities) or terminate the award; (d) recommend that suspension or debarment proceedings be initiated by the HHS awarding agency, as authorized under 2 CFR Part 180 and Federal awarding agency regulations at 2 CFR Part 376; (e) withhold further federal awards for the project or program; and (f) take other remedies that may be legally available.

8.6.2 *Collection of Disallowed Costs.* Contractor shall have no less than ten business days from receipt of the draft Audit Transmittal Report (TR) or comparable document to provide acceptance of the disallowed costs or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

8.6.3 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no later than 30 calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD's Financial Services Unit (FSU) to send an invoice. Contractor will tender payment to FSU or negotiate a repayment plan acceptable to FSU.

8.7 Enforcement Actions Resulting from Noncompliance with this Agreement

8.7.1 *Legal Authority.* The authority for CSD Enforcement Actions, as defined in Article 8.7.2, for cost disallowances/recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is

SUBVENTION AGREEMENT

found in the federal CSBG Act (42 USC §§ 9901 et seq.), in the Code of Federal Regulations, and in state regulations, with particular reference to 22 Cal. Code Regs. § 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that Article 8.7 shall: (a) guide, inform and clarify the Enforcement Process; (b) establish the procedures to be followed; and (c) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

8.7.2 *Definitions.*

Enforcement Action. For purposes of this Article, “Enforcement Action” shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor’s inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement Actions may include any of the following: (a) “High-Risk” designation; (b) a determination of cost disallowance; (c) contract suspension; (d) contract termination; or (e) termination of Contractor’s designation as eligible entity.

High Risk Designation refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to Enforcement Action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.

Material Breach means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission: (a) constitutes fraud or gross negligence by Contractor or its agent(s); (b) is likely to result in significant waste and/or abuse of federal funds; (c) has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof; (d) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD; (e) may have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or (f) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

8.7.3 *Initiation of Enforcement Action.*

8.7.3.1 *Grounds for Enforcement Action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor’s financial condition is

SUBVENTION AGREEMENT

so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an Enforcement Action.

8.7.3.2 *Notice of High-Risk Designation.* To initiate an Enforcement Action, CSD must provide Contractor with written Notice of High Risk designation, setting forth: (a) the factual and legal basis for the determination of noncompliance, upon which the High-Risk designation is based; (b) the corrective action(s) required; and (c) the date by which they must be taken and completed.

8.7.4 *Special Conditions and Sanctions.*

8.7.4.1 CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information: (a) the nature of the Special Condition(s) and/or Sanction(s) being imposed; (b) the reason(s) for imposing Special Condition(s) and/or Sanction(s); and (c) the corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

8.7.4.2 Special Conditions may include, but are not limited to: (a) requiring Contractor to obtain training and/or technical assistance; (b) imposition of special or additional reporting requirements; (c) special or conditional cost reimbursement requirements and procedures; (d) provision of documentation by Contractor; and/or (e) requiring Contractor to amend or modify systems, procedures, and/or policies.

8.7.4.3 Sanctions may include but are not limited to: (a) suspension of advances and/or reimbursements; and/or (b) issuance of notices to suspend operations.

8.7.4.4 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that: (a) substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or (b) associated costs are otherwise very likely to be disallowed; and (c) taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.

8.7.5 *Procedures for Review of Special Conditions and/or Sanctions.*

8.7.5.1 If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of a

SUBVENTION AGREEMENT

Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.

8.7.5.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

8.7.5.3 *Hearing.* Within five business days of receipt of a Notice of Enforcement Action, Contractor may request a hearing for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.

8.7.5.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 Cal. Code Regs. § 100780.

8.7.5.5 Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

8.7.5.6 Special Conditions and Sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that Article 8.7.5.3 applies.

8.7.6 *Enforcement Action Cost Disallowance.*

8.7.6.1 *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.

8.7.6.2 Statements of Questioned Costs shall include, at minimum: (a) particular item(s) of cost questioned and the specified amount(s) by type or category of costs; (b) factual basis for questioning costs, and the information and/or documentation required to justify payment of the costs; and (c) timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

8.7.6.3 *Investigative Audits and Reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be

SUBVENTION AGREEMENT

issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.

- 8.7.6.4 *Effect of Non-Cooperation with Investigative Audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to Article 8.7.6.3, CSD may: (a) impose sanctions as provided in article 8.7.4; and/or (b) issue a Notice of Disallowed Costs as determined appropriate.
- 8.7.6.5 *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include: (a) the amount of disallowed costs to be repaid, if any; and (b) the date by which repayment must be made or, in the alternative, (c) the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
- 8.7.6.6 *Right to Dispute Notice.* Not later than five business days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 Cal. Code Regs. § 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, in a combined proceeding.
- 8.7.6.7 *Waiver of Right to Dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided in Article 8.7.6.6, the Notice of Disallowed Costs shall be deemed final and Contractor shall be obligated to comply with the requirements of the Notice.
- 8.7.6.8 Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to: (a) federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded; (b) the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law; (c) the risk of being unable to recover

SUBVENTION AGREEMENT

funding and the options for securing Contractor's repayment obligation;
and (d) Contractor's financial condition and ability to pay.

- 8.7.7 *Removal of High-Risk Designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of High-Risk Designation, CSD shall give Contractor written notice of such determination.
- 8.7.8 *Further Enforcement Action.* In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor's designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 Cal. Code Regs. § 100780 and other applicable State and federal statutes and regulations.
- 8.7.9 *Contractor's Status During Federal Review Period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with appeal requirements pursuant to Section 678C of the Community Services Block Grant Act, (42 USC § 9915), except that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Federal Certification Regarding Debarment, Suspension, and Related Matters

- 9.1.1 Contractor hereby certifies to the best of its knowledge that it, any of its officers, and any subcontractor(s):
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local)

SUBVENTION AGREEMENT

transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Article 9.1.1; and
- d. Have not, within a three-year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

9.1.2 If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

9.1.3 Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

9.2 Affirmative Action Compliance

9.2.1 Each contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

9.2.2 The written Affirmative Action Compliance Program shall follow the guidelines set forth in 41 CFR § 60-1.40, §§ 60-2.10 through 60-2.32, and §§ 60-741.01 through 60-741.47.

9.2.3 Each contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall fully comply with the requirements thereof.

9.3 Nondiscrimination Compliance

9.3.1 Contractor's signature affixed hereon shall constitute a certification that to the

SUBVENTION AGREEMENT

best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

- 9.3.2 Contractor hereby certifies compliance with the following:
- a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;
 - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);
 - c. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);
 - d. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (41 CFR Subtitle B, Part 60-300);
 - e. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended (41 CFR Chapter 60); and
 - f. Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336; 42 USC §§ 12101 et seq.).

9.4 Specific Assurances

- 9.4.1 *Pro-Children Act of 1994.* This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.
- 9.4.2 This Agreement incorporates by reference all provisions set forth in "Child Support Services and Referrals", under 42 USC § 9919(b).
- 9.4.3 *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American-made.
- 9.4.4 *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

SUBVENTION AGREEMENT

9.4.5 *Political Activities.* Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

9.4.6 *Lobbying Activities.* Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93 (Appendix A).

9.5 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements

Contractor shall provide to CSD proof of an active nine-digit Data Universal Numbering System (DUNS) number and a five-character Commercial and Governmental Entity (CAGE) identification code as a prerequisite to execution of this Agreement. To obtain authentication of the CAGE and DUNS number, print and submit verification from the Systems for Award Management website at <https://www.sam.gov/portal/public/SAM/>.

SUBVENTION AGREEMENT

DEFINITIONS

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 USC § 9902; Cal. Gov. Code § 12730; 45 CFR Part 75 and 22 Cal. Code Regs. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

Agreement: The complete contents of this Agreement entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Agreement Term: The timeframe of this Agreement as specified on the Agreement face sheet (STD 213) including the established Period of performance and an extended period granted upon approval to the Contractor by CSD.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 USC § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/ administering board that is mandated by 42 USC § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.

Continuing Resolution: An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

<u>Contractor:</u>	The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Equipment:</u>	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.
<u>Extended Period of Performance:</u>	An extension to the Period of Performance provided to Contractor upon approval if Contractor does not expect to complete award activities during the Period of Performance.
<u>Limited Purpose Agency (LPA):</u>	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 USC § 9910(b)(2).
<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
<u>Modification:</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Native American Indian Program (NAI):</u>	A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of 'eligible entity' as defined in subdivision (g) of § 12730. An NAI may be considered a 'public organization' for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 USC § 9910(b)(2).
<u>Parties:</u>	CSID on behalf of the State of California, and the Contractor.
<u>Period of Performance:</u>	Time during which Contractor is expected to complete award activities and expend approved funds.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>State:</u>	The State of California Department of Community Services and Development.

SUBVENTION AGREEMENT

Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Total Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

(2022 CSBG Agreement)

SUBVENTION AGREEMENT

TABLE OF FORMS AND ATTACHMENTS

Forms (to be returned with signed Agreement):

- A. CSBG Contract Allocation Increase:
1. CSBG Contract Budget Summary (CSD 425.S);
 2. CSBG Budget Support Personnel Costs (CSD 425.1.1);
 3. CSBG Budget Support Non-Personnel Costs (CSD 425.1.2);
 4. CSBG Budget Support Other Agency Operating Funds (CSD 425.1.3);
 5. CSBG Contract Budget Narrative (CSD 425.1.4); and
 6. CSBG Annual Report Work Plan (CSD 641).

- B. CSBG Annual Work Plan Projections Modules 3 and 4 (CSD 641A and CSD 641B)

Annual programmatic work plan covers the proposed programmatic activities from January 1, 2022, through December 31, 2022. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form, and enter the Targets using Work Plan CSD 641A Module 3 Targets and or 641B Module 4 Targets. Required data for Module 3 and Module 4 will include selecting the appropriate CNPI(s) and or FNPI(s), entering the target, and providing the type of documentation the agency will use to verify the outcome has been met. The Annual Report projections for CY 2022 must be completed and submitted with the contract deliverables. All necessary forms may be accessed on the Local Agencies Portal at <https://agencies.csd.ca.gov/>.

- C. Certification Regarding Lobbying/Disclosure of Lobbying Activities
- D. California Contractor Certification Clauses (CCC 04/2017)
- E. CSD Federal Accountability and Transparency Act Report (CSD 279)
- F. Agency Staff and Board Roster (CSD 188)

The following documents are hereby incorporated by reference:

- Attachment A: 2022 CSBG Allocation Spreadsheet
- Attachment B: Supplemental Audit Guide

DocuSign Envelope ID: A4213416-11AC-429E-877E-93679ADF3C57
 State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Budget Support -- Personnel Costs
 CSD 425.1.1 (Rev. 10/19)

DISASTER ONLY

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name: Department of Community Services and Development	Contract Number: 22F-5001	Amendment Number: NA
Prepared By: Mary-Claire Katz	Contract Term: January 1, 2022 through May 31, 2023	
Telephone Number: 510-981-5414	Contract Amount: \$274,202	
Date: 1/14/2022	E-mail Address: mkatz@cityofberkeley.info	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG time allocated for each position	E Number of CSBG months allocated for each position	F Total CSBG Funds budgeted for each position
Sub-Total					

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

Sub-Total					

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs <small>List CSBG funds Budgeted Line 2</small>	Section 20 Program Costs <small>List CSBG funds Budgeted Line 2</small>
Sub-Total			

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.		Sub-Total	
List of all Operating expenses:			
List all equipment purchase:			
List all contract/consultant services:			
List all subcontractor consultant services:			
Other costs:			
Sub-Total			
TOTAL AMOUNT Will AUTOMATICALLY POPULATE TO CSD TO CSD 425.S (BUDGET SUMMARY)			

DocuSign Envelope ID: A4213416-11AC-428E-677E-93679ADF3C57
 State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Budget Support -- Personnel Costs
 CSD 425.1.1 (Rev. 11/21)

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name: Department of Community Services and Development	Contract Number: 22F-5001	Amendment Number: NA
Prepared By: Mary-Claire Katz	Contract Term: January 1, 2022 through May 31, 2023	
Telephone Number: 510-981-5414	Contract Amount: \$274,202	
Date: 1/14/2022	E-mail Address: mkatz@cityofberkeley.info	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG time allocated for each position	E Number of CSBG months allocated for each position	F Total CSBG Funds budgeted for each position

Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs <small>List CSBG funds Budgeted Line 2</small>	Section 20 Program Costs <small>List CSBG funds Budgeted Line 2</small>

TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)

DocuSign Envelope ID: A4213416-11AC-429E-877E-93679ADF3C57
 State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Budget Support -- Personnel Costs
 CSD 425.1.1 (Rev. 11/21)

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name: Department of Community Services and Development	Contract Number: 22F-5001	Amendment Number: NA
Prepared By: Mary-Claire Katz	Contract Term: January 1, 2022 through May 31, 2023	
Telephone Number: 510-981-5414	Contract Amount: \$274,202	
Date: 1/14/2022	E-mail Address: mkatz@cityofberkeley.info	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A No. of Positions	B Position Title	C Total Salary for each position	D Percent (%) of CSBG time allocated for each position	E Number of CSBG months allocated for each position	F Total CSBG Funds budgeted for each position
Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)					

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)					

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG funds Budgeted Line 2	Section 20 Program Costs List CSBG funds Budgeted Line 2
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)			

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name: Department of Community Services and Development	Contract Number: 22F-5001	Amendment Number: NA
Prepared By: Mary-Claire Katz	Contract Term: January 1, 2022 through May 31, 2023	
Telephone Number: 510-981-5414	Contract Amount: \$274,202	
Date: 1/14/2022	E-mail Address: mkatz@cityofberkeley.info	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

<u>A</u> No. of Positions	<u>B</u> Position Title	<u>C</u> Total Salary for each position	<u>D</u> Percent (%) of CSBG time allocated for each position	<u>E</u> Number of CSBG months allocated for each position	<u>F</u> Total CSBG Funds budgeted for each position
1	Manager of Community Services and Administration	\$164,482	8.00%	12	\$13,158.56
1	Senior Management Analyst	\$133,951	5.00%	12	\$6,697.55
1	Community Services Specialist III	\$133,951	6.00%	12	\$8,037.06
1	Accounting Office Specialist III	\$83,085	5.00%	12	\$4,154.25
1	Associate Management Analyst	\$119,587	5.00%	12	\$5,979.35
1	Associate Management Analyst	\$119,585	25.50%	12	\$30,494.18
Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)					\$68,521

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

<u>A</u> No. of Positions	<u>B</u> Position Title	<u>C</u> Total Salary for each position	<u>D</u> Percent (%) of CSBG time allocated for each position	<u>E</u> Number of CSBG months allocated for each position	<u>F</u> Total CSBG Funds budgeted for each position
Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)					

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs <small>List CSBG funds Budgeted Line 2</small>	Section 20 Program Costs <small>List CSBG funds Budgeted Line 2</small>
Insurance (Health, Dental, Life, Medicare)	24.00%	\$18,074.32	
Worker's Comp	2.00%	\$1,538.44	
Retirement Benefits	40.00%	\$24,689.91	
Miscellaneous	2.00%	\$1,378.33	
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)		\$45,681	

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Contract Budget Summary
 CSD 425.S (Rev.10/19)

CSBG CONTRACT BUDGET SUMMARY

Contractor Name: Department of Community Services and Development		Contract Number: 22F-5001	Amendment Number: NA
Prepared By: Mary-Claire Katz		Contract Term: January 1, 2022 through May 31, 2023	
Telephone Number: 510-981-5414		Contract Amount: \$274,202	
Date: 1/14/2022		E-mail Address: mkatz@cityofberkeley.info	
SECTION 10: ADMINISTRATIVE COSTS			
Line Item			CSBG Funds (round to the nearest dollar)
1	Salaries and Wages		\$68,521.00
2	Fringe Benefits		\$45,681.00
3	Operating Expenses		
4	Equipment		
5	Out-of-State Travel		
6	Contract/Consultant Services		
7	Other Costs		
8	Disaster		
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)			\$114,202.00
SECTION 20: PROGRAM COSTS			
Line Item			CSBG Funds (round to the nearest dollar)
1	Salaries and Wages		
2	Fringe Benefits		
3	Operating Expenses		
4	Equipment		
5	Out-of-State Travel		
6	Subcontractor/Consultant Services		\$160,000.00
7	Other Costs		
8	Disaster		
Subtotal Section 20: Program Costs			\$160,000.00
SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) Note: Total cannot exceed allocation amount.			\$274,202.00
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG			\$1,432,011.00
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)			\$1,706,213.00
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)			6.69%

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Budget Support – Non Personnel Costs
 CSD 425.1.2 (Rev. 10/19)

CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: Department of Community Services and Development	Contract Number: 22F-5001	Amendment Number: NA
Prepared By: Mary-Claire Katz	Contract Term: January 1, 2022 through May 31, 2023	
Telephone Number: 510-981-5414	Contract Amount: 274,202	
Date: 1/14/2022	E-mail Address: mkatz@cityofberkeley.info	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	CSBG	
	Section 10: Administrative Costs	Section 20: Program Costs
List all Operating Expenses	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Contract/Consultant Services	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	
List all Subcontractor/Consultant Services LifeLong Medical Care		6 sum should equal total on line item 6 of CSD 425.S Budget Summary form \$160,000
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10: Administrative Costs	Section 20: Program Cost
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form

CSBG Contract Budget Narrative

Contractor Name: Department of Community Services and Development	Contract Number: 22F-5001	Amendment Number: NA
Prepared By: Mary-Claire Katz	Contract Term: January 1, 2022 through May 31, 2023	
Telephone Number: 510-981-5414	Contract Amount: \$274,202	
Date: 1/14/2022	E-mail Address: mkatz@cityofberkeley.info	

Budget Narrative

Section 10 Total \$68,521, Salaries and Wages - Manager of Community Services and Administration: Serves as Executive Director of the Berkeley Community Action Agency and supervises the Associate Management Analyst. Responds to community requests for assistance, and oversees CSBG contract and reporting submissions, \$13,158.56; Community Services Specialist III provides assistance to the Associate Management Analyst in financial reports, \$8,037.06; Associate Management Analyst provides administrative support to the CSBG program, \$5,979.35; Associate Management Analyst completes program reports, completes biennial Community Action Plan, and monitors contracts of CSBG-funded partner agencies. Acts as secretary to the CSBG Tripartite Board (Human Welfare and Community Action Commission), \$30,494.18; Accounting Office Specialist III, provides financial support to the CSBG program; reviews all expenditures and prepares subcontractor payments, \$4,154.25; Senior Management Analyst provides support to CSSIII and AMA in implementing and reporting on CSBG-related activities, \$6,697.55. Insurance (Health, Dental, Life, Medicare): These costs support the medical benefits of the staff listed previously, \$18,074.32; Worker's Comp: These costs represent the cost of worker's compensation insurance for the staff listed previously, \$1,538.44; Retirement Benefits: These costs represent the cost of retirement benefits for the staff listed previously, \$24,689.91; Miscellaneous: These costs represent other benefits offered by the City of Berkeley (Berkeley Community Action Agency): disability insurance, retiree medical, medicare, misc. benefits, \$1,378.33. Section 20 Total Program Costs \$160,000, Subcontractor: LifeLong Medical Care will provide integrated primary care and behavioral health services to low-income, uninsured, and underinsured residents of Berkeley, \$160,000.

ATTACHMENT 3

Contract	Contract Number	CONTRACT END DATE	Component	Allocated	Expended	Remaining	Percentage Expended	Last EARS Report- Approved as of 11/16/23	Comments
2023 CS9G	23F-4001	5/31/2024	REGULAR	\$299,495.00	\$209,355.54	\$90,139.46	69.90%	OCT-2023	ADVANCE OWED: \$73,426.00
2023 CS9G	23F-4001	5/31/2024	AJ/DISC	\$12,807.00	\$0	\$12,807.00	0.00%	AUG-2023	2 MONTHS BEHIND IN REPORTING

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Training and Technical Assistance Referral
CSD 332 (Rev.11.21)

CSBG Training and Technical Assistance Referral

Referral Guidelines

To refer an agency, please complete this form and return it along with a copy of any supporting documents, (i.e., emails, reference to monitoring finding/observation), to the CSD - CalCAPA Contract Manager.

Agencies being referred must be notified about the referral prior to submission of this form. They must also be made aware of the intent, purpose, and expected outcome of the referral. The agency contact should be provided a copy a copy of the referral form.

Agency Contact Information

Agency Name: Berkeley Community Action Agency Phone: (510) 981-5414
Contact Name: Mary-Claire Katz E-Mail Address: mkatz@ci.berkeley.ca.us

CSD Contact Information

Name: Jennifer Milovina
E-Mail Address: Jennifer.Milovina@csd.ca.gov
Phone No: 916-594-2327

Training/ Technical Assistance Request

1. Provide a detailed description of the training/technical assistance requested.

The City of Berkeley currently has 8 board vacancies. Two of these vacancies are from 2017 and 2018. CSD is recommending CalCAPA assist Berkeley in any manner they can to find a better solution to fill not only the 2 long-term vacancies, but all 8 vacancies.

2. Indicate what type of training/technical assistance you believe would be most beneficial to the agency.

- Training
- Peer-to Peer
- Technical Assistance
- Resources/Materials

3. How was the training and technical assistance need identified?

- Monitoring - (Modified Monitoring Completed 2022)
- Agency Request
- Other – Explain

4. Is the training/technical assistance time sensitive? (i.e., needed in the next 30 days to assist the agency with addressing a monitoring finding)? Yes, CSD requests this assistance is received withing the next 30 days.

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Training and Technical Assistance Referral
CSD 332 (Rev.11.21)

- Yes
- No

5. If yes, indicate when the training should be completed by. 06 /30/2022

Request/Submit Date(s)

Date Requested
by Agency (if
applicable): N/A

Date Submitted to
CalCAPA: 5/27/2022

Coordination of Trainings/Technical Assistance:

It is the responsibility of both the CSD Field Rep making the referral and CalCAPA to remain in communication throughout the referral and training/technical assistance process to ensure agency needs and requests are met and addressed in a timely manner.

Training/technical assistance follow-up will be conducted by both CalCAPA and CSD upon completion to identify if the training/technical assistance met the need, and if additional training is required.

CSD is to be notified of all scheduled training and technical assistance offered within 5 days prior to the training date.



DAVID SCRIBNER
DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



GAVIN NEWSOM
GOVERNOR

May 26, 2023

VIA EMAIL TO:

Margot Ernst, Executive Director
Mernst@cityofberkeley.info
Health, Housing & Community Services Department
2180 Milvia Street, 2nd Floor
Berkeley, CA. 94704

SUBJECT: CSD response to The City of Berkeley's Quarterly Vacancy update received 3-31-2023

Dear Ms. Ernst,

This letter is in response to the City of Berkeley's corrective action update which was developed based on the issues identified in Monitoring Report #C-22-002, completed May 26, 2022.

CSD requires corrective action updates and progress reports, specifically board vacancy updates, to be submitted to CSD quarterly. Since the previous monitoring report from May 26, 2022, the most recent vacancy updates from Berkeley (received December 31, 2022, and March 31, 2023), did not include an updated CSD 188 Board Roster. In addition to vacancy reporting, the City of Berkeley is required to submit any changes to the board within 30 days of the change occurring, (CSBG Contract, Article 4.1).

Due to the number of vacancies in all sectors, and the inability to determine which vacancy is assigned to what sector, a formal request was submitted to CalCAPA on May 27, 2022, to provide Training and/or Technical Assistance to aide Berkeley's staff in fulfilling all contractual requirements from CSD. The CSD 188 board roster included in the contract packet from March 2023, indicates the following vacancies:

Sector	Date of Vacancy
Public	April, 2017
Public	October 2021
Private/Public (?)	December 2021
Private/Public(?)	January, 2022
Private/Public(?)	July 2022
Private/Public(?)	February 2023
Low-Income	November 2018
Low-Income	December 2020
Low-Income	October 2021
Low-Income	October 2021

Low-Income	December 2022
Low-Income	January 2023

During the COVID-19 pandemic, CSD acknowledged the increased difficulty experienced by agencies attempting to recruit board /council members. Board vacancies occurring during the period from March 2020 through December 2022, were documented, however, new corrective actions were assigned. CSD encouraged agencies to engage in recruitment activities to fill vacancies during this period and reminded all agencies regular monitoring practices would begin during the 2023 monitoring season.

The City of Berkeley failed to maintain compliance with the terms of Monitoring Report #C-22-002 the 2022 CSBG annual contract, CSBG Act 42 C.F.R §9910, California Government Code § 12752.1, and CSBG Contract Section 4.1.1.1. and Organization Standard 5.5.

Sections 676B of the Community Services Block Grant Reauthorization Act of 1998 requires that, as a condition of designation, private nonprofit entities and public organizations administer their CSBG program through tripartite boards that "fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities." Board members, especially those who reside in communities to be served and that represent low-income people, should be a primary source of information and insight concerning the conditions in their neighborhoods.

Your Tripartite board cannot and has not been operating in the manner with which a tripartite board is designed to operate for some time. Due to the lack of board members, CSD is concerned about the review and approval of the following upcoming requirements:

- Community Needs Assessment and Community Action Plan due June 30, 2023
- Review of upcoming Contract amendments, released May 15, 2023
- Submission/execution of 2023 Contract Amendment packet and deliverables, due June 30, 2023

To responsibly uphold the values and voices of the individuals and families of whom you serve through funding from the Community Services Block Grant and maintain compliance with all applicable laws and regulations, The City of Berkeley must have an effectively functioning tripartite board.

The Department of Community Services and Development is requiring The City of Berkeley to work with CalCAPA to develop a formal plan to address and resolve the following:

- 1) Recruitment and establishment of Board members in accordance with their bylaws to meet the Tripartite Governance requirement.
- 2) Clearly identify the required Board Sectors on future submissions of the CSD 188 Board Roster; (Private, Public and Low-Income)

This plan must be submitted for review and approval by CSD no later than June 19, 2023.

Failure to submit a formal plan by the required due date will result in escalation and could potentially put your agency at risk for additional corrective action.

Should you require any further information about this matter, please contact Jennifer Milovina at (916) 594-2327 or jennifer.milovina@csd.ca.gov.

Sincerely,

Wilmer Brown, Jr.

Mgr. CSBG Field Operations Unit



Health, Housing, and
Community Services Department
Housing & Community Services Division

June 19, 2023

Wilmer Brown, Jr., Mgr. CSBG Field Operations Unit
California Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

**Subject: Re: CSD response to The City of Berkeley's Quarterly Vacancy update
received 3-31-2023**

Dear Mr. Brown,

Thank you for your letter. Please see below for actions recently taken, and the plan for future actions, to maintain compliance with all applicable Community Services Block Grant laws and regulations. Specifically, these actions address challenges with recruitment and the establishment of Board members in accordance with Berkeley Community Action Agency's (BCAA) bylaws to meet the Tripartite Governance requirement, and identifying the required Board Sectors on future submissions of the CSD 188 Board Roster. This plan was developed in collaboration with CalCAPA.

ACTIONS RECENTLY TAKEN

Date – April 28, 2023

BCAA staff and commission chair met and consulted with staff from CalCAPA to develop a plan on how to best address board vacancies and clearly identify the required Board Sectors on future submissions of the CSD 188 Board Roster.

Date – May 15, 2023

BCAA staff, CalCAPA staff, and the chair of the BCAA Advisory Board met and discussed the importance of filling the Board vacancies as soon as possible.

REMEDIATION PLAN

GOAL: RECRUITMENT AND ESTABLISHMENT OF BOARD MEMBERS IN ACCORDANCE WITH THEIR BYLAWS TO MEET THE TRIPARTITE GOVERNANCE REQUIREMENT.

A Vibrant and Healthy Berkeley for All

Wilmer Brown, Jr., Mgr. CSBG Field Operations Unit
 June 19, 2023
 Page 2 of 4

1) Challenge – Filling Low-Income vacancies on the HWCAC.

A) *Cause* – Current bylaws restrict nominations to low-income districts, resulting in few candidates willing and able to serve.

Proposed Solution – (Contingent on Advisory Board's and Council's input) Revise bylaws to eliminate low-income districts and allow low-income representatives to reside anywhere within the City, as long as they are persons chosen in accordance with democratic selection procedures outlined in regulations promulgated by the department to assure that the low-income elected are either low-income and/or reside in the City.

Action Steps

1. Action: BCAA staff to work with current Advisory Board to revise the bylaws.

Dates: July 19th and September 20th Human Welfare and Community Action (HWCAC) regular commission meetings.

If Advisory Board agrees to changes:

2. Action: BCAA staff to send proposed bylaw changes to CalCAPA for their review

Due: September 25, 2023

3. Action: BCAA staff and Advisory Board to finalize bylaws for proposed adoption by City Council.

Due: The next regular HWCAC commission meeting after receiving feedback from CalCAPA

4. Action: City Council to consider revised bylaws for recommended adoption.

Due: 6 weeks after step 3 is complete.

Note: Process for getting items on Council agenda, takes about six weeks after first draft of item (i.e. final proposed bylaw changes) is submitted for review.

B) *Cause* – Lack of outreach to Low-Income persons residing within the City of Berkeley

Proposed Solution - Develop relationships with area nonprofits, such as Head Start, to identify Low-Income representatives.

Action Steps

Action: BCAA staff to develop list of appropriate agencies to contact

Wimer Brown, Jr., Mgr. CSBG Field Operations Unit
June 19, 2023
Page 3 of 4

Due: June 23, 2023

Action: BCAA staff to meet with agencies and develop plan for outreach

Due: July 10, 2023 to September 29, 2023

Note: Due to people's limited availability during the summer months, we're providing a range of dates for when we anticipate the meetings to take place.

2) Challenge - Public Sector vacancies on Board.

Cause – City Council not appointing representatives.

Proposed Solution – City Manager and CalCAPA to send letter to City Council asking them to appoint representatives as soon as possible.

Action Steps

Action: City Manager to send letter to City Council.

Due: July 3, 2023

Action: CalCAPA to send letter to City Council

Due: July 3, 2023

3) Challenge –Private sector vacancies.

Cause - Lack of clarity in bylaws in distinction between Public and Private representation.

Proposed Solution: Revise bylaws to clarify this distinction.

Action Steps

1. Action: BCAA staff to work with current Advisory Board to revise the bylaws.

Dates: July 19th and September 20th Human Welfare and Community Action (HWCAC) regular commission meetings.

If Advisory Board agrees to changes:

2. Action: BCAA staff to send proposed bylaw changes to CalCAPA for their review

Due: September 25, 2023

3. Action: BCAA staff and Advisory Board to finalize bylaws for proposed adoption by City Council.

Due: The next regular HWCAC commission meeting after receiving feedback from CalCAPA

Wilmer Brown, Jr., Mgr. CSBG Field Operations Unit
June 19, 2023
Page 4 of 4

4. Action: City Council to consider revised bylaws for recommended adoption.

Due: 6 weeks after step 3 is complete.

Note: Process for getting items on Council agenda, takes about six weeks after first draft of item (i.e. final proposed bylaw changes) is submitted for review.

GOAL: CLEARLY IDENTIFY THE REQUIRED BOARD SECTORS ON FUTURE SUBMISSIONS OF THE CSD 188 BOARD ROSTER.

See Challenge #3 for Goal: Recruitment and establishment of Board members in accordance with their bylaws to meet the Tripartite Governance requirement.

We will continuously monitor for progress towards these goals and inform CSD of any additional challenges BCAA may encounter in attempting to reach these goals, accompanied by plans to address them.

Sincerely,



Margot Ernst, Manager
Housing & Community Services Division

cc:

Jennifer Milovina, Associate Governmental Program Analyst, California Department of Community Services and Development

Mary-Claire Katz, Associate Management Analyst, City of Berkeley

Joshua Oehler, Community Services Specialist III, City of Berkeley

David Knight, Executive Director, California Community Action Partnership Association

Lawrence Hiner, Director of Training & Technical Assistance, California Community Action Partnership Association

ATTACHMENT 7

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Agency Staff and Board Roster
 CSD 188 (Rev 08/2016)

Agency Staff and Board Roster

Programs Administered: CSBG Energy

Agency Name:	Berkeley Community Action Agency	Contact Email Address:	MKatz@cityofberkeley.info
Contact Person:	Mary-Claire Katz	Date Submitted:	11/1/23
Contact Phone Number:	510-981-5414	Total Number of Board Seats:	15

List the name of each program manager for CSBG and Energy Programs. If there is more than one manager please list them as well i.e. Utility Assistance Program Manager.

This document must be updated within 30 days of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster.

Agency Key Staff

	Name	Title/Position (include date of vacancy if applicable)	Address	Phone Number	Email
1	Margot Ernst	Executive Director	Health, Housing & Community Services Department, 2180 Milvia Street, 2nd Floor, Berkeley CA 94704	510.981.5427	MErnst@cityofberkeley.info
2	Dee Williams-Ridley	Additional Authorized signer of the Contract	Health, Housing & Community Services Department, 2180 Milvia Street, 2nd Floor, Berkeley CA 94704	510.981.7000	manager@cityofberkeley.info
3		Chief Financial Officer			
4		CSBG Program Manager			
5		Weatherization Program Manager			
6		Utility Assistance Program Manager			
7		Other			

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 08/2016)

List the name of each board member and identify any board vacancies. In the "Title/Position" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

Board Roster

	Name	Title/Position (Include date of vacancy if applicable)	Address	Sector	Phone Number	Email
1	Vacant, April 2017	Mayor		Pr		
2	Vacant, 1/19/22			Pr		
3	Vacant, 2/17/23			Pr		
4	Mary Behm-Steinberg	Chair	1447 Kains Avenue Berkeley, CA 94702	P		marybehmsteinberg@gmail.com
5	Vacant, 7/21/22			P		
6	Vacant, 10/20/21			Pr		
7	Vacant, 10/2/23			P		
8	Vacant, 12/31/21			P		

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 08/2016)

	Name	Title/Position (Include date of vacancy if applicable)	Address	Sector	Phone Number	Email
9	Vacant, 2/10/23			P		
10	Vacant, 12/19/22			L		
11	Vacant, 1/30/23			L		
12	Vacant, 12/2020			L		
13	Vacant, 11/2018			L		
14	Vacant, 10/3/21			L		
15	Vacant, 10/21/21			L		
16						
17						
18						
19						

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
CSD 188 (Rev 09/2016)

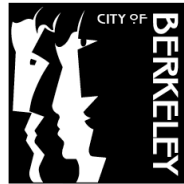
	Name	Title/Position (include date of vacancy if applicable)	Address	Sector	Phone Number	Email
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
CSD 188 (Rev 08/2016)

Instructions: Agency Staff and Board Roster (CSD 188)

- Agency Name:** Legal entity title as stated on Federal Tax ID Form (STD 204)
- Contact Person:** Name, phone number and email of person completing the form
- Programs Administered:** Please check each box that applies. For example, if your agency administers both CSBG and Energy, please check both boxes; however, if your agency administers one, check the applicable program box.
- Date Submitted:** Enter the date the Agency Staff and Board Roster (CSD 188) form is submitted to CSD.
- Total Number of Board Seats:** Enter the total number of Board seats required under your agency Bylaws.
- Table 1: Agency Staff**
- Chief Financial Officer and Program Manager(s) Information:** Enter the Chief Financial Officers and Program Manager's information, as well as the executive director's information. If applicable, enter the name of the additional authorized signer of the contract. If applicable, enter additional managers if your Agency has a Program Manager for CSBG, Weatherization or Utility Assistance. For each agency staff provide an address and a contact phone number.
- Table 2: Board Roster Board Member Information:** Enter the current Board Chair and board member names, title and sector*. For each board member provide an address other than the Agency's and a contact phone number for each member.

Agency must submit any changes/updates to the Executive Director, Chief Financial Officer, Program Managers and Board Roster (CSD 188) within thirty days of such occurrence(s). The updated form identifying the changes should be submitted electronically to the Contract Services Unit at: contracts2@cspd.ca.gov



**PROCLAMATION
CALLING A SPECIAL MEETING OF THE
BERKELEY CITY COUNCIL**

In accordance with the authority in me vested, I do hereby call the Berkeley City Council in special session as follows:

**Tuesday, June 15, 2021
4:00 PM**

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order and the Shelter-in-Place Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.

Live audio is available on KPFB Radio 89.3. Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33) and via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx>.

To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://us02web.zoom.us/j/87908681987>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.

*To join by phone: Dial 1-669-900-9128 or 1-877-853-5257 (Toll Free) and enter Meeting ID: 879 0868 1987. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.*

Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.

To submit a written communication for the City Council's consideration and inclusion in the public record, email council@cityofberkeley.info.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.

Preliminary Matters

Roll Call:

Action Calendar

The public may comment on each item listed on the agenda for action as the item is taken up. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

The Presiding Officer will request that persons wishing to speak use the "raise hand" function to determine the number of persons interested in speaking at that time. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

Action items may be reordered at the discretion of the Chair with the consent of Council.

Action Calendar – Old Business

1. **Commission Reorganization for Post-COVID19 Budget Recovery**
From: Councilmember Droste (Author), Councilmember Robinson (Co-Sponsor), Councilmember Kesarwani (Co-Sponsor), Mayor Arreguin (Co-Sponsor) (Reviewed by the Agenda & Rules Committee) (Continued from May 25, 2021)

Recommendation:

1. Refer to the City Manager and City Attorney to bring back changes to the enabling legislation to reorganize existing commissions as proposed below in a phased approach. Phase 1: Prioritize merging the Homeless Commission/Homeless Services Panel of Experts and Housing Advisory Commission/Measure O Bond Oversight Committee first, and request that the City Manager bring back changes to the enabling legislation to implement these consolidated commissions. Phase 2: All other Commissions as proposed in the report. As staff is able to make recommendations on consolidation, they can bring those recommendations forward one by one.
2. Refer to staff to develop recommendations on the transition to new consolidated commissions and the effective date of the changes.
3. Consider establishing 18 members on the new Climate and Environment Commission and establishing specific subcommittees focused on the policy areas of the merged commissions.
4. The Peace, Justice and Human Welfare Commission will be composed of only Mayor and Council appointees.
5. Refer to City Manager and Commissions the following additional considerations:
 - Federal, state or other external mandates that might be impacted, and determine how to handle.
 - Whether charters of to-be-merged Commissions were adopted by City Council, through measures or initiatives passed by voters, or are by Charter, and by what means they might be merged/adjusted.
 - What elements of each Commission to keep, update, or retire, as well as relevant topics/issues not currently covered that might be added to a more comprehensive and/or relevant merged Commission's charter.
 - Whether the merged Commission might include 9, or a greater number of members.
 - The possibility of requiring specific qualifications for

Action Calendar – Old Business

appointment to the merged Commission. - The possibility of recommended or required Standing Committees of the Merged Commission. - Volunteer workload and capacity given scope of Commission's charter

Policy Committee Recommendation: Make a Qualified Positive Recommendation to City Council to: 1. Refer to the City Manager and City Attorney to bring back changes to the enabling legislation to reorganize existing commissions as proposed below in a phased approach. Phase 1: Prioritize merging the Homeless Commission/Homeless Services Panel of Experts and Housing Advisory Commission/Measure O Bond Oversight Committee first, and request that the City Manager bring back changes to the enabling legislation to implement these consolidated commissions. Phase 2: All other Commissions as proposed in the report. As staff is able to make recommendations on consolidation, they can bring those recommendations forward one by one. 2. Refer to the Commissions impacted a process to determine the charge/responsibilities of the newly merged commissions, and bring Commission input to the appropriate Policy Committees (as proposed by Vice-Mayor Droste in 4/5/21 submittal) for further recommendations to the City Manager on revised charge/responsibilities of merged commissions. 3. Refer to staff to develop recommendations on the transition to new consolidated commissions and the effective date of the changes. 4. Consider establishing 18 members on the new Climate and Environment Commission and establishing specific subcommittees focused on the policy areas of the merged commissions. 5. The Peace, Justice and Human Welfare Commission will be comprised of only Mayor and Council appointees. 6. Refer Councilmember Hahn questions to City Manager and Commissions: "Commissions to Combine/Merge - Suggested Considerations" - Federal, state or other external mandates that might be impacted, and determine how to handle. - Whether charters of to-be-merged Commissions were adopted by City Council, through measures or initiatives passed by voters, or are by Charter, and by what means they might be merged/adjusted. - What elements of each Commission to keep, update, or retire, as well as relevant topics/issues not currently covered that might be added to a more comprehensive and/or relevant merged Commission's charter. - Whether the merged Commission might include 9, or a greater number of members. - The possibility of requiring specific qualifications for appointment to the merged Commission. - The possibility of recommended or required Standing Committees of the Merged Commission - Volunteer workload and capacity given scope of Commission's charter.

Financial Implications: See report

Contact: Lori Droste, Councilmember, District 8, (510) 981-7180

Public Comment - Items on this agenda only

Adjournment

I hereby request that the City Clerk of the City of Berkeley cause personal notice to be given to each member of the Berkeley City Council on the time and place of said meeting, forthwith.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Berkeley to be affixed on this 3rd day of June, 2021.



Jesse Arreguin, Mayor

Public Notice – this Proclamation serves as the official agenda for this meeting.

ATTEST:



Date: June 3, 2021
Mark Numainville, City Clerk

NOTICE CONCERNING YOUR LEGAL RIGHTS: *If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.*

Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33), via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx> and KPFB Radio 89.3.

Archived indexed video streams are available at <http://www.cityofberkeley.info/citycouncil>. Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

Communications to the City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the City Clerk Department at 2180 Milvia Street. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be posted on the City's website at <http://www.cityofberkeley.info>.

Agendas and agenda reports may be accessed via the Internet at <http://www.cityofberkeley.info/citycouncil>

COMMUNICATION ACCESS INFORMATION:

To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.



Captioning services are provided at the meeting, on B-TV, and on the Internet.

Communications

Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record. Copies of individual communications are available for viewing through [Records Online](#).

Item #1: Commission Reorganization for Post-COVID19 Budget Recovery

1. Holly Scheider



Lori Droste
Berkeley Vice Mayor

ACTION CALENDAR

June 15, 2021

(Continued from May 25, 2021)

To: Honorable Mayor and Members of the City Council

From: Councilmember Lori Droste (Author), Councilmembers Rigel Robinson (Co-Sponsor), Rashi Kesarwani (Co-Sponsor) and Mayor Jesse Arreguín (Co-Sponsor)

Subject: Commission Reorganization for Post-COVID19 Budget Recovery

RECOMMENDATION

1. Refer to the City Manager and City Attorney to bring back changes to the enabling legislation to reorganize existing commissions as proposed below in a phased approach.

Phase 1: Prioritize merging the Homeless Commission/Homeless Services Panel of Experts and Housing Advisory Commission/Measure O Bond Oversight Committee first, and request that the City Manager bring back changes to the enabling legislation to implement these consolidated commissions.

Phase 2: All other Commissions as proposed below.
As staff is able to make recommendations on consolidation, they can bring those recommendations forward one by one.

New Commission Name	Former Commissions to be Reorganized
Commission on Climate and the Environment	Zero Waste, Energy, Community Environmental Advisory, and Animal Care

Parks, Recreation, Waterfront (special Marina subcommittee)	Children, Youth, and Recreation and Parks and Waterfront
Peace, Justice, and Human Welfare ¹	Peace and Justice and Human Welfare, Community Action Commissions
Public Health Commission & Sugar Sweetened Beverage Panel of Experts	Community Health Commission and Sugar Sweetened Beverage Panel of Experts
Housing Advisory Commission	Measure O and Housing Advisory Commission
Homeless Services Panel of Experts	Homeless Commission and Measure P Homeless Services Panel of Experts
Public Works and Transportation	Public Works and Transportation
Planning	Planning and Cannabis
<p>All other commissions will maintain their current structure: Aging, Library Board of Trustees, Civic Arts, Disability, Commission on the Status of Women, Design Review Committee, Disaster and Fire Safety, BIDs, Fair Campaign Practices and Open Government, Redistricting, Landmarks Preservation, Labor, Loan Adjustments Board, Personnel, Planning, Police Review/Accountability, Reimagining Public Safety, Mental Health, Zoning Adjustments Board, and Youth</p>	

2. Refer to staff to develop recommendations on the transition to new consolidated commissions and the effective date of the changes.
3. Consider establishing 18 members on the new Climate and Environment Commission and establishing specific subcommittees focused on the policy areas of the merged commissions.
4. The Peace, Justice and Human Welfare Commission will be composed of only Mayor and Council appointees.
5. Refer to City Manager and Commissions the following additional considerations:
 - Federal, state or other external mandates that might be impacted, and determine how to handle.
 - Whether charters of to-be-merged Commissions were adopted by City Council, through measures or initiatives passed by voters, or are by Charter, and by what means they might be merged/adjusted

¹ Members will be appointed by Council and membership should adhere to Government Code Section 12736(e); 12750(a)(2) and 12751.

- What elements of each Commission to keep, update, or retire, as well as relevant topics/issues not currently covered that might be added to a more comprehensive and/or relevant merged Commission’s charter.
- Whether the merged Commission might include 9, or a greater number of members.
- The possibility of requiring specific qualifications for appointment to the merged Commission.
- The possibility of recommended or required Standing Committees of the Merged Commission
- Volunteer workload and capacity given scope of Commission’s charter

Policy Committee Oversight ²	Commissions
Agenda and Rules	<ol style="list-style-type: none"> 1. Fair Campaign Practices/Open Government Commission 2. Personnel Board
Budget and Finance	(Any legislation that requires funding)
Public Safety	<ol style="list-style-type: none"> 1. Disaster and Fire Safety Commission 2. Police Accountability Board/Police Review Commission 3. Reimagining Public Safety Task Force
Facilities, Infrastructure, Transportation and the Environment	<ol style="list-style-type: none"> 1. Commission on the Environment 2. Parks, Recreation and Waterfront with Marina subcommittee 3. Public Works and Transportation
Land Use and Economic Development	<ol style="list-style-type: none"> 1. Measure O Housing Commission 2. Planning Commission 3. Labor 4. Civic Arts Commission
Health, Equity, Life Enrichment, and Community	<ol style="list-style-type: none"> 1. Peace, Justice, and Civil Rights 2. Health and Sugar Sweetened Beverage Panel of Experts 3. Homeless Services Panel of Experts 4. Mental Health Commission (state/federal mandate) 5. Commission on the Status of Women 6. Disability Commission

² Primary policy committee oversight but legislation may be referred to multiple policy committees.

Other Commissions: Zoning Adjustments Board (DRC), Landmarks Preservation, Board of Library Trustees, BIDs, Independent Redistricting Commission, Loan Administration Board

POLICY COMMITTEE RECOMMENDATION

On April 5, 2021, the Agenda and Rules Committee made a qualified positive recommendation to City Council to:

1. Refer to the City Manager and City Attorney to bring back changes to the enabling legislation to reorganize existing commissions as proposed below in a phased approach.

Phase 1: Prioritize merging the Homeless Commission/Homeless Services Panel of Experts and Housing Advisory Commission/Measure O Bond Oversight Committee first, and request that the City Manager bring back changes to the enabling legislation to implement these consolidated commissions.

Phase 2: All other Commissions as proposed below.
As staff is able to make recommendations on consolidation, they can bring those recommendations forward one by one.

New Commission Name (suggested)	Former Commissions to be Reorganized
Commission on Climate and the Environment	Zero Waste, Energy, Community Environmental Advisory, and Animal Care
Parks, Recreation, Waterfront (special Marina subcommittee)	Children, Youth, and Recreation and Parks and Waterfront
Peace, Justice, and Human Welfare	Peace and Justice Commission and Human Welfare and Community Action Commission
Public Health Commission & Sugar Sweetened Beverage Panel of Experts	Community Health Commission and Sugar Sweetened Beverage Panel of Experts
Housing Advisory Commission	Measure O and Housing Advisory Commission
Homeless Services Panel of Experts	Homeless Commission and Measure P Homeless Services Panel of Experts

Public Works and Transportation	Public Works and Transportation
Planning	Planning and Cannabis
<p>All other commissions will maintain their current structure: Aging, Library Board of Trustees, Civic Arts, Disability, Commission on the Status of Women, Design Review Committee, Disaster and Fire Safety, BIDs, Fair Campaign Practices and Open Government, Redistricting, Landmarks Preservation, Labor, Loan Adjustments Board, Personnel, Planning, Police Review/Accountability, Reimagining Public Safety, Mental Health, Zoning Adjustments Board, and Youth</p>	

2. Refer to the Commissions impacted a process to determine the charge/responsibilities of the newly merged commissions, and bring Commission input to the appropriate Policy Committees (as proposed by Vice-Mayor Droste in 4/5/21 submittal) for further recommendations to the City Manager on revised charge/responsibilities of merged commissions.
3. Refer to staff to develop recommendations on the transition to new consolidated commissions and the effective date of the changes.
4. Consider establishing 18 members on the new Climate and Environment Commission and establishing specific subcommittees focused on the policy areas of the merged commissions.
5. The Peace, Justice and Human Welfare Commission will be comprised of only Mayor and Council appointees.
6. Refer Councilmember Hahn questions to City Manager and Commissions: “Commissions to Combine/Merge - Suggested Considerations”
 - Federal, state or other external mandates that might be impacted, and determine how to handle
 - Whether charters of to-be-merged Commissions were adopted by City Council, through measures or initiatives passed by voters, or are by Charter, and by what means they might be merged/adjusted
 - What elements of each Commission to keep, update, or retire, as well as relevant topics/issues not currently covered that might be added to a more comprehensive and/or relevant merged Commission’s charter.
 - Whether the merged Commission might include 9, or a greater number of members.
 - The possibility of requiring specific qualifications for appointment to the merged Commission.
 - The possibility of recommended or required Standing Committees of the Merged Commission
 - Volunteer workload and capacity given scope of Commission’s charter

PROBLEM/SUMMARY STATEMENT

Commissions provide an important mechanism for residents to shape public policy and provide input on City business. However, the City of Berkeley maintains far more commissions than other cities of similar size, with a significant investment of City resources to staff all 37 commissions. Some commission secretaries report spending upwards of 20+ hours per week on commission business, which takes valuable time away from addressing other pressing City priorities. The local public health emergency created by the global COVID-19 pandemic has required City staff to shift to new roles and maintain an Emergency Operations Center since January 2020; recovery from the pandemic will continue to demand the full attention of our City staff for the foreseeable future. Given the uncertainties that our City faces in recovering from the COVID-19 pandemic and the demands that this recovery places on our City staff, it is an appropriate time to consider how best to consolidate our commissions in a manner that helps the City to achieve its core mission.

REITERATION OF PRINCIPLES

Commissions are a fundamental part of the City's policymaking process. Members of boards and commissions provide an invaluable service to our City. They advise the City Council on a wide variety of subjects by making recommendations on important policy matters. Without the assistance of the various boards and commissions, the City Council could give many complex and significant matters only a perfunctory review. The detailed studies and considered advice of boards and commissions are often catalysts for innovative programs and improved services. Serving on a board or commission can be a rewarding experience for community service-minded residents. It is an excellent way to participate in the functioning of local government and to make a personal contribution to the improvement of our community. Making local government effective and responsive is everybody's responsibility.

- The Public Works Commission, for example, develops the City's five year paving plan which they then present to City Council for approval. Through extensive community outreach and research, the Commission identifies the streets most in need of repaving.
- With the passage of Measure D in 2014, a Panel of Experts on Sugar-Sweetened Beverages has guided the City's spending of over \$5 million in revenue generated from the Measure. Those dollars have bolstered local public campaigns and education initiatives.

These are merely two examples of the powerful role that Commissions play in City policymaking.

CURRENT SITUATION AND ITS EFFECTS

Current Commission Structure

The City of Berkeley has approximately thirty-seven commissions overseen by city administration, most of which have at least nine members and who are appointed by individual councilmembers. These commissions were intended to be a forum for public participation beyond what is feasible at the City Council, so that issues that come before the City Council can be adequately vetted.

Some commissions are required by charter or mandated by voter approval or state/federal mandate. Those commissions are the following:

1. Board of Library Trustees (charter)
2. Business Improvement Districts (state mandate)
3. Civic Arts Commission (charter)
4. Community Environmental Advisory Commission (state/federal mandate--CUPA)
5. Fair Campaign Practices Commission/Open Government (ballot measure)
6. Homeless Services Panel of Experts (ballot measure)
7. Housing Advisory Commission (state/federal mandate)
8. Human Welfare and Community Action (state/federal mandate)
9. Measure O Bond Oversight Committee (ballot measure)
10. Mental Health Commission (state/federal mandate)
11. Personnel (charter) Police Review Commission (ballot measure)
12. Sugar-Sweetened Beverages (ballot measure)

Berkeley must have its own mental health commission because of its independent Mental Health Division. In order to receive services, the City needs to have to have an advisory board. Additionally, Berkeley's Community Environmental Advisory Commission is a required commission in order to oversee Certified Unified Program Agency (CUPA) under California's Environmental Protection Agency. Additionally, some commissions serve other purposes beyond policy advisories. The Children, Youth and Recreation Commission, Housing Advisory Commission, and the Human Welfare and Community Action Commission advise Council on community agency funding. However, some of the aforementioned quasi-judicial and state/federal mandated commissions do not need to stand independently and can be combined to meet mandated goals.

The Importance of Commissions

Commissions serve a vital role in the City of Berkeley’s rich process of resident engagement. An analysis of agendas over the past several years shows that the commissions have created policy that have benefited the community in meaningful and important ways. In 2020, 14 of the 16 commission items submitted to Council passed. From 2016-2020, an average of 34 items were submitted by commissions to Council for consideration.

The City’s Health, Housing and Community Development department serves an important role in addressing COVID-19, racial disparities, inequitable health outcomes, affordable housing, and other important community programs. Additionally, Health, Housing, and Community Development also staffs ten commissions, more than many cities of Berkeley’s size. Council needs to wrestle with these tradeoffs to ensure that we seek the maximum benefit for *all* of the Berkeley community, particularly our most vulnerable.

Commission Structures in Neighboring Jurisdictions

In comparison to neighboring jurisdictions of similar size, Berkeley has significantly more commissions. The median number of commissions for these cities is 12 and the average is 15.

Comparable Bay Area City	Population (est.)	Number of Commissions	Links
Berkeley	121,000	37	https://www.cityofberkeley.info/uploadedFiles/Clerk/Level_3_-_Commissions/External%20Roster.pdf
Antioch	112,000	6	https://www.antiochca.gov/government/boards-commissions/
Concord	130,000	14	https://www.cityofconcord.org/264/Applications-for-Boards-Committees-Commi
Daly City	107,000	7	http://www.dalycity.org/City_Hall/Departments/city_clerk/Commissions_Information/boards.htm
Fairfield	117,000	7	https://www.fairfield.ca.gov/gov/comms/default.asp
Fremont	238,000	15	https://www.fremont.gov/76/Boards-Commissions-Committees
Hayward	160,000	12	https://www.hayward-ca.gov/your-government/boards-commissions

Richmond	110,000	29	https://www.ci.richmond.ca.us/256/Boards-and-Commissions
San Mateo	105,000	7	https://www.cityofsanmateo.org/60/Commissions-Boards
Sunnyvale	153,000	10	https://sunnyvale.ca.gov/civica/filebank/blobload.aspx?blobid=22804
Vallejo	122,000	17	http://www.ci.vallejo.ca.us/cms/one.aspx?pageid=22192

To understand the impact on various departments and staffing capacity, the following table shows which departments are responsible for overseeing various commissions.

Staffing and Resources Supporting Berkeley’s Current Commission Structure

Commission Name	Overseeing Department (Total Commissions in Department)
Animal Care Commission	City Manager (8)
Civic Arts Commission	City Manager (8)
Commission on the Status of Women	City Manager (8)
Elmwood BID Advisory Board	City Manager (8)
Loan Administration Board	City Manager (8)
Peace and Justice Commission	City Manager (8)
Solano Ave BID Advisory Board	City Manager (8)
Cannabis Commission	Planning (7)
Community Environmental Advisory Commission	Planning (7)
Design Review Committee	Planning (7)
Energy Commission	Planning (7)
Landmarks Preservation Commission	Planning (7)
Planning Commission	Planning (7)
Zoning Adjustments Board	Planning (7)

Children, Youth, and Recreation Commission	Parks (3)
Parks and Waterfront Commission	Parks (3)
Youth Commission	Parks (3)
Commission on Aging	Health, Housing, and Community Services (HHCS) (10)
Commission on Labor	HHCS (10)
Community Health Commission	HHCS (10)
Homeless Commission	HHCS (10)
Homeless Services Panel of Experts	HHCS(10)
Housing Advisory Commission	HHCS (10)
Human Welfare & Community Action Commission	HHCS (10)
Measure O Bond Oversight Committee	HHCS (10)
Mental Health Commission	HHCS (10)
Sugar-Sweetened Beverage Product Panel of Experts	HHCS (10)
Disaster and Fire Safety Commission	Fire (1)
Commission on Disability	Public Works (4)
Public Works Commission	Public Works (4)
Transportation Commission	Public Works (4)
Zero Waste Commission	Public Works (4)
Fair Campaign Practices Commission/Open Government Commission	City Attorney (1)
Personnel Board	Human Resources (1)

Police Review Commission/Police Accountability Board	Police Review Commission/Police Accountability Board Staff
Reimagining Public Safety Task Force	City Manager *(8) and BPD (2)
Board of Library Trustees	Library (1)

Gray=charter
 Red=state/federal mandate
 Yellow=quasi-judicial
 Blue=ballot initiative
 Orange=state/federal mandate and quasi-judicial
 Green=quasi-judicial and ballot initiative

The departments that staff more than five commissions are Health, Housing, and Community Services (10 commissions), Planning (7 commissions), and the City Manager’s department (8 commissions). At the same time, some smaller departments (e.g. the City Attorney’s office) may be impacted just as meaningfully if they have fewer staff and larger individual commission workloads.

Policy Committee Structure Expands Opportunities for Public Input

With the recent addition of policy committees, proposed legislation is now vetted by councilmembers in these forums. Each policy committee is focused on a particular content area aligned with the City of Berkeley’s strategic plan and is staffed and an advisory policy body to certain city departments. Members of the public are able to provide input at these committees as well. The policy committees currently have the following department alignment:

Department and Policy Committee alignment

1. **Agenda and Rules**—all departments
2. **Budget and Finance**—City Manager, Clerk, Budget, and Finance
3. **Land Use and Economic Development**—Clerk, Planning, HHCS, City Attorney, and City Manager (OED)
4. **Public Safety**—Clerk, City Manager, Police, and Fire
5. **Facilities, Infrastructure, Transportation, Environment and Sustainability** (Clerk, City Manager, Planning, Public Works, and Parks)
6. **Health, Equity, Life Enrichment, and Community** (Clerk, City Manager, HHCS)

Staffing Costs

Based upon preliminary calculations of staff titles and salary classifications, the average commission staff secretary makes roughly \$60-\$65/hour. Based upon recent interviews with secretaries and department heads, individual commission secretaries work

anywhere from 8-80 hours a month staffing and preparing for commission meetings. To illustrate this example, a few examples are listed below.

Commission	Step 5 Rate of Pay	Reported Hours a Month	Total Direct Cost of Commission per Month
Animal Care	\$70.90	8	\$567.20
Landmarks Preservation Commission	\$57.96	80	\$4,636.80
Design Review Commission	\$52.76	60	\$3,165.60
Peace and Justice	\$60.82	32	\$1,946.24

It is extremely challenging to estimate a specific cost of commissions in the aggregate because of the varying workload but a safe estimate of salary costs dedicated to commissions would be in the six-figure range.

Many commissions--particularly quasi-judicial and land use commissions-- require more than one staff member to be present and prepare reports for commissions. For example, Zoning Adjustment Board meetings often last five hours or more and multiple staff members spend hours preparing for hearings. The Planning Department indicates that *in addition* to direct hours, additional commission-related staff time adds an extra 33% staff time. Using the previous examples, this means that the Landmarks Preservation Commission would cost the city over \$6,000 in productivity while the Design Review Commission would cost the City over \$4,000 a month.

Productivity Losses and Administrative Burden

Current productivity losses are stark because of the sheer amount of hours of staffing time dedicated to commissions. As an example, in 2019 one of the City of Berkeley’s main homeless outreach workers staffed a commission within the City Manager’s department. She spent approximately 32 hours a month working directly on commission work. While this is not a commentary on a particular commission, this work directly impacted her ability to conduct homeless outreach.

RATIONALE FOR RECOMMENDATION

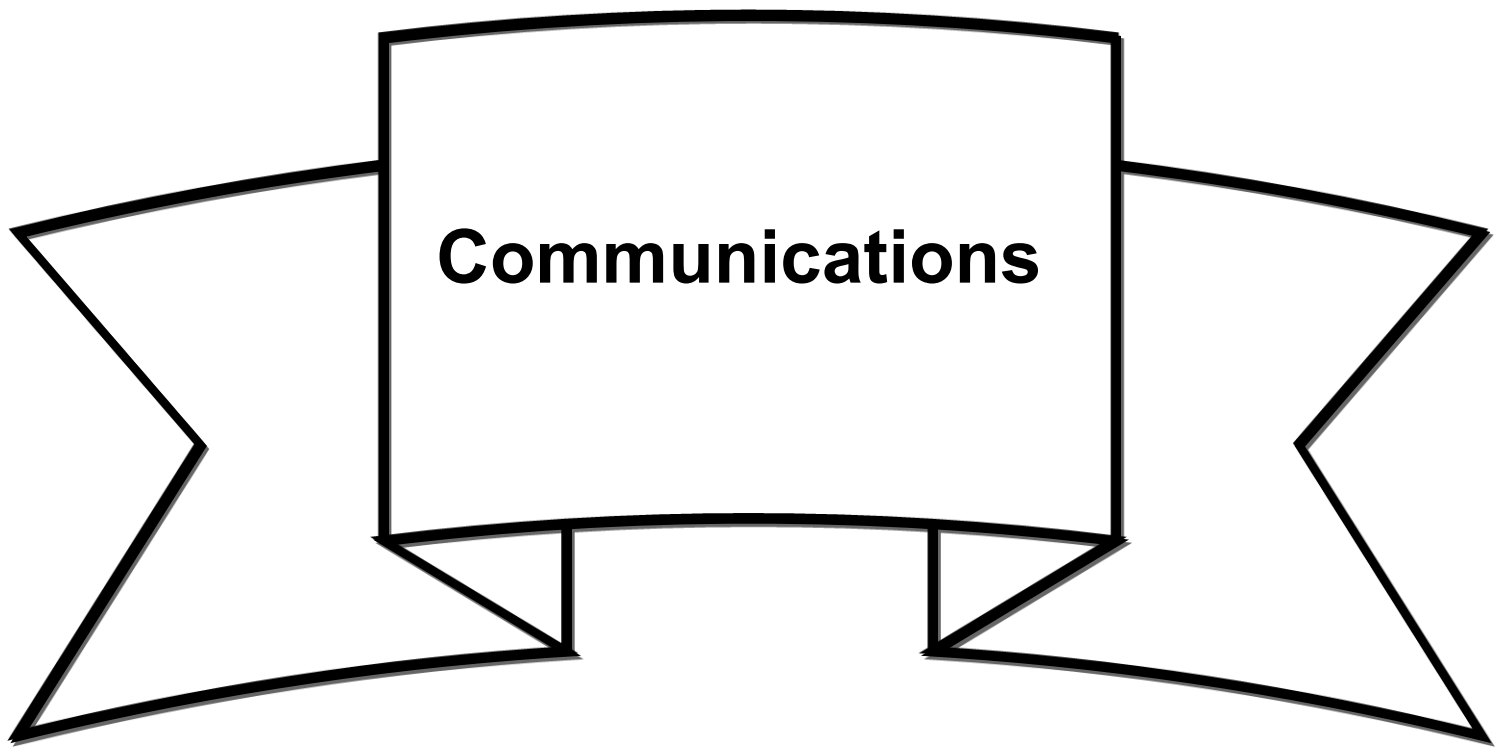
At a time when the City needs to demonstrate efficiency and fiscal restraint, the current commission structure is costly and duplicative. At the same time, civic engagement and commission work absolutely deserve an important role in Berkeley. Consequently, this legislation retains commissions but centers on overall community benefit, staff productivity, and associated costs. This is imperative to address, especially in light of COVID-19 and community demands for reinvestment in important social services.

FISCAL IMPACTS

Significant savings associated with reduced staffing.

CONTACT

Vice Mayor Lori Droste 510-981-7180



All communications submitted to the City Council are public record. Communications are not published directly to the City's website. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

City Clerk Department

2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

Records Online

<http://www.cityofberkeley.info/recordsonline>

To search for communications associated with a particular City Council meeting using Records Online:

1. Select Search Type = “Public – Communication Query (Keywords)”
2. From Date: Enter the date of the Council meeting
3. To Date: Enter the date of the Council meeting (this may match the From Date field)
4. Click the “Search” button
5. Communication packets matching the entered criteria will be returned
6. Click the desired file in the Results column to view the document as a PDF



Office of the City Manager

ACTION CALENDAR

March 26, 2024

(Continued from February 13, 2024)

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Lisa Warhuus, Director, Health, Housing, and Community Services
Subject: Dissolution of the Human Welfare and Community Action Commission and the Peace and Justice Commission; and, establishment of the Berkeley Community Action Agency Commission

RECOMMENDATION

Adopt first reading of an Ordinance to:

1. Repeal Chapter 3.68, Peace and Justice Commission; and,
2. Repeal Chapter 3.78, Human Welfare and Community Action Commission; and,
3. Establish the Berkeley Community Action Agency Commission with Chapter 3.70

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley receives approximately \$300,000 of CSBG funding per calendar year to support programs and services that combat poverty for Berkeley residents. Currently, the Human Welfare and Community Action Commission (HWCAC) acts as the federally mandated tripartite board for CSBG funding and advises the Council on how to use these funds. The duties associated with CSBG funding will be transferred to the newly-established Berkeley Community Action Agency Commission (BCAA), which will take on the advisory responsibilities previously held by the HWCAC. The City Council will continue to be the decision-making body and will be responsible for all final CSBG funding decisions.

The dissolution of two commissions and establishment of one commission may reduce staffing and operating costs associated with running commission meetings, because the total number of commissions will be decreased by one. This staff cost saving was identified in the June 15, 2021 Council item, "Commission Reorganization for Post-COVID19 Budget Recovery" (Attachment 2).

CURRENT SITUATION AND ITS EFFECTS

In order to sustain civic engagement and remain fiscally responsible, in June 2021 the City Council directed the City Manager to consolidate several City commissions, including the HWCAC and Peace and Justice Commission (PJC). Additionally, as of this writing, the HWCAC has two commissioners and has not achieved a commission

meeting quorum since June 21, 2023. This is a significant problem for both the City commission meeting requirements as well as CSBG funding requirements, for which the HWCAC serves as an advisory board to Council. Without regular meetings of the HWCAC, the City is in violation of the contract requirements for CSBG funding, which include approval of CSBG revenue contracts, regular review of community agency performance reports, public hearings on community needs, and funding recommendations to City Council. With over half of the seats currently vacant, the PJC has also struggled to maintain its membership.

The proposed Berkeley Community Action Agency Commission (BCAA) would adopt all CSBG-related requirements, ensuring contract compliance and preservation of the approximate \$300,000 per calendar year that the City receives in CSBG funding for anti-poverty programs and services for Berkeley residents.

The proposed change from 15 members of the HWCAC to a nine-member structure for the BCAA would achieve a balance between the strict federal funding requirement to have a tripartite board, and the ability to keep the seats on the commission filled. The three parts of the tripartite board are one-third elected public officials (or their designees), at least one-third elected low-income individuals residing in the CSBG agency's designated service area (in this case, the City of Berkeley), and the remaining members from the private sector (such as representatives from business, industry, labor, religious, human services, education, or other groups with interest in the community). City staff received technical assistance from the California Community Action Partnership Association (CalCAPA), which supports Community Action Agencies and CSBG funding recipients with HUD compliance, to ensure that the new commission structure will be CSBG compliant.

The new BCAA municipal code chapter will include the key responsibilities and requirements from both the HWCAC and PJC.

BACKGROUND

On June 15, 2021, City Council directed the City Manager to examine a multi-phased approach to the consolidation of City commissions, including a merger of the HWCAC and the PJC. The merging of these two commissions was delayed due to conflicting municipal code requirements, as well as challenges to ensuring CSBG funding compliance. City staff have now determined that the commissions are able to be merged without disrupting the responsibilities of each respective commission. City staff shared a memo with both commissions that included a description and timeline for the merger, as well as staff contact information for any questions, concerns, or feedback.

The HWCAC was established to identify social welfare needs of the community and to advise City Council on the use of CSBG funds for services that benefit low-income Berkeley residents, acting as a tripartite board for the City of Berkeley's CSBG funding.

The PJC was established to advise City Council and the Berkeley Unified School Board on all matters relating to the City of Berkeley's role in issues of peace and social justice, including, but not limited to the issues of ending the arms race, abolishing nuclear weapons, support for human rights and self-determination throughout the world, and the reallocation of our national resources so that money now spent on war and preparation of war is spent on fulfilling human needs and the promotion of peace.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental sustainability or climate impacts associated with this report.

RATIONALE FOR RECOMMENDATION

The proposal to dissolve the HWCAC and PJC and establish the BCAA is consistent with Council's directive to consolidate those two commissions. The new commission (BCAA) will be responsible for all CSBG-related requirements, which are currently not being met by the HWCAC due to ongoing commissioner vacancies and a lack of commission meeting quorum. The formation of the BCAA addresses these issues explicitly, by introducing new strategies and configurations for the tripartite board. In addition, the PJC has struggled to maintain its membership as well with over half of the seats currently vacant. Combining the two commissions will help maintain a more robust membership and public participation, and will support carrying out the assigned duties.

ALTERNATIVE ACTIONS CONSIDERED

Due to the ongoing commission vacancies in the HWCAC and PJC, as well as Council's directive to consolidate the HWCAC and PJC, no alternative actions were considered.

CONTACT PERSON

Mary-Claire Katz, Associate Management Analyst, HHCS, 981-5414

Attachments:

- 1: Ordinance
2. "Commission Reorganization for Post-COVID19 Budget Recovery", June 15, 2021

ORDINANCE NO. -N.S.

ADDING CHAPTER 7.26 TO THE BERKELEY MUNICIPAL CODE ESTABLISHING THE BERKELEY COMMUNITY ACTION AGENCY COMMISSION AND REPEALING CHAPTERS 3.68 AND 3.78

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That a new Chapter 3.70 of the Berkeley Municipal Code is added to read as follows:

Chapter 3.70

BERKELEY COMMUNITY ACTION AGENCY COMMISSION

Sections:

3.70.010 Creation of the Berkeley Community Action Agency Commission

3.70.020 Membership

3.70.030 Term of office

3.70.040 Vacancy and removal

3.70.050 Temporary vacancies

3.70.060 Officers, meetings and procedures

3.70.070 Social welfare defined

3.70.080 Social justice defined

3.70.090 Functions of the commission

3.70.100 Elections for low-income representatives

3.70.110 Bylaws of the Berkeley Community Action Agency Commission

Section 3.70.010 Creation of the Berkeley Community Action Agency Commission

The Berkeley Community Action Agency Commission is hereby created with an effective date of May 1, 2024.

Section 3.70.020 Membership

A. The commission shall consist of nine members. This commission is not subject to BMC Sections 2.04.030–2.04.130, the Fair Representation Ordinance, due to the Community Action Agency membership regulations in state and federal law.

B. Three of the members shall be appointed by the Berkeley City Council by majority vote.

C. Three of the members shall be low-income representatives, subject to the eligibility requirements of this paragraph, and elected to the commission using one of the methods in Section 3.70.100:

i. An individual who is at or below the federal poverty line, and who resides within the City of Berkeley; or

ii. An individual from a group(s) or organization(s) composed primarily of low-income persons and representing the interest of the low-income population in the City of

Berkeley, whose membership duly select a representative chosen in accordance with a democratic selection procedure.

D. Three of the members shall be members or officials of business, industry, labor, religious, welfare, education, or major groups and interests in the community, as required by California Government Code Sections 12736(e), 12750(a)(2), and 12751 (and its successors), the language of which is incorporated herein by reference. These members should be identified and nominated for Council approval by the existing commissioners.

E. For the purpose of members appointed pursuant to paragraph C and D, the community service block grant (CSBG) target area is within the boundary of the City of Berkeley.

Section 3.70.030 Term of office.

For purposes of determining term limits under Section 3.02.040, a commissioner's service on the Human Welfare & Community Action Commission or the Peace & Justice Commission shall be counted toward their service upon their appointment to the Berkeley Community Action Agency Commission.

Section 3.70.040 Vacancy and removal of elected members

Elected members of the commission are subject to the same membership and attendance requirements as appointed members except as otherwise provided in this chapter.

A. A vacancy shall exist when an elected board member moves and establishes residence outside of their election district or otherwise no longer meets the eligibility requirements of Section 3.70.020.C.

B. Vacancies in any elected commission position shall be filled by a new election pursuant to Section 3.70.100.

Section 3.70.050 Temporary vacancies

An elected member of the commission may take a temporary leave of absence of up to three months in duration by notifying the City Clerk and the commission secretary in writing in advance of the absence, during which time a temporary vacancy shall exist. During the period of such temporary vacancy in an elected position, a temporary appointment shall be made by the remaining low-income representatives subject to the eligibility requirements of Section 3.70.020.C.

Section 3.70.060 Officers, meetings and procedures

A. The commission shall elect one of its members chairperson and one of its members vice-chairperson.

B. The commission shall establish a regular place and time for meeting. All meetings shall be noticed as required by law and shall be scheduled in a way to allow for maximum input from the public. The frequency of meetings shall be as determined by City Council resolution. The scheduling of special meetings in addition to those established by City Council resolution, except special meetings that take the place of cancelled regular meetings, shall be subject to approval by the City Council. A request for a special meeting shall include the reason for the proposed meeting and should be

expedited on the City Council's agenda, or in the alternative, placed before the Agenda Committee for approval.

C. A majority of the members appointed to the commission shall constitute a quorum and the affirmative vote of a majority of the members appointed is required to take any action.

D. All subcommittees of this commission should fairly reflect the composition of the commission.

Section 3.70.070 Social welfare defined

"Social Welfare" as used in this chapter, means that endeavor which is concerned with community-wide and group interests rather than with needs of individual residents and embraces such areas, among others, special needs of the family, children, youth and the aged, and the way in which people live and work together.

Section 3.70.080 Social justice defined

"Social justice" shall refer to the goal of creating a world community in which the relations between people are based on equality, respect for human rights, and the abhorrence of exploitation and all forms of oppression.

Section 3.70.090 Functions of the commission

The functions of the commission shall be as follows:

A. The commission shall function as the Board of the Community Action Agency as set forth in California Government Code Sections 12750 - 12763 and its successors, the terms of which are incorporated herein by reference;

B. Identify social welfare needs of the Berkeley community and create awareness of these needs among residents;

C. Review and accept the Community Needs Assessment as outlined in the Community Service Block Grant Organizational Standards and create a citizen awareness of these needs;

D. Encourage the development of programs designed to improve the social welfare of the Berkeley community;

E. Advise the Berkeley City Council on all matters relating to the City of Berkeley's role in issues of peace and social justice, including, but not limited to the issues of ending the arms race, abolishing nuclear weapons, support for human rights and self-determination throughout the world;

F. Create citizen awareness around issues of social justice;

G. Advise the City Council on matters relating to the responsible investment of public funds in accordance with the responsible investment policy established by Resolution No. 55,141A-N.S. and its successors.

H. Act in an advisory role to City Council on Socially Responsible Investment for the City of Berkeley as prescribed in B.M.C. Section 3.68.070.K, including socially responsible procurement policy, Nuclear Free Berkeley Act Waivers, and Oppressive States Contracting Prohibition (per Resolution 59,853-N.S. and its successors);

I. Perform such other functions and duties as may be directed by the City Council or prescribed or authorized by any ordinance of the City;

J. In prescribing the above duties and functions of the commission, it is not the intent of the Council to duplicate or overlap the functions, duties or responsibilities heretofore or hereafter assigned to any other City board or commission or to a City department. As to such functions or responsibilities above set forth which are partially or wholly the responsibilities of another board or commission or of a department of the City, the commission will render assistance and advice to such board, commission or department as may be requested.

Section 3.70.100 Elections for low-income representatives

Low-income representatives shall be chosen in accordance with democratic selection procedures adequate to assure that they represent the low-income persons in the geographic service area of the City of Berkeley. Among the selection procedures which may be employed, as determined by the commission secretary, either separately or in combination, are the following: (a) nominations and elections, whether within the neighborhoods, community, or service area as a whole; (b) selection at a meeting or conference of low-income persons such that the date, time, and place of such a meeting or conference have been adequately publicized; (c) selection of a small area basis (such as a neighborhood) of representatives who in turn select members for the commission; (d) the commission may recognize a group(s) or organization(s) composed primarily of low-income persons and representing the interest of the low-income population, whose membership may select one or more representatives to the commission. Persons at or below the federal poverty line shall be permitted to vote in the selection processes. The commission may request a waiver for the federal poverty line eligibility in order to establish residency or other relevant criteria as a basis for eligibility, which will be provided to and reviewed by the commission secretary for CSBG compliance

Section 3.70.110 Bylaws of the Berkeley Community Action Agency Commission

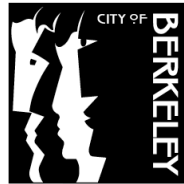
The commission shall prepare and maintain bylaws for the community action agency. These bylaws and amendments thereto shall be consistent with City, state and federal policies governing community action agencies.

Section 2. That Chapter 3.68 of the Berkeley Municipal Code is hereby repealed effective May 1, 2024.

Section 3. That Chapter 3.78 of the Berkeley Municipal Code is hereby repealed effective May 1, 2024.

Section 4. Posting

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.



**PROCLAMATION
CALLING A SPECIAL MEETING OF THE
BERKELEY CITY COUNCIL**

In accordance with the authority in me vested, I do hereby call the Berkeley City Council in special session as follows:

**Tuesday, June 15, 2021
4:00 PM**

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – TERRY TAPLIN
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order and the Shelter-in-Place Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.

Live audio is available on KPFB Radio 89.3. Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33) and via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx>.

To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://us02web.zoom.us/j/87908681987>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.

*To join by phone: Dial 1-669-900-9128 or 1-877-853-5257 (Toll Free) and enter Meeting ID: 879 0868 1987. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.*

Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.

To submit a written communication for the City Council's consideration and inclusion in the public record, email council@cityofberkeley.info.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.

Preliminary Matters

Roll Call:

Action Calendar

The public may comment on each item listed on the agenda for action as the item is taken up. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

The Presiding Officer will request that persons wishing to speak use the "raise hand" function to determine the number of persons interested in speaking at that time. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

Action items may be reordered at the discretion of the Chair with the consent of Council.

Action Calendar – Old Business

1. **Commission Reorganization for Post-COVID19 Budget Recovery**
From: Councilmember Droste (Author), Councilmember Robinson (Co-Sponsor), Councilmember Kesarwani (Co-Sponsor), Mayor Arreguin (Co-Sponsor) (Reviewed by the Agenda & Rules Committee) (Continued from May 25, 2021)

Recommendation:

1. Refer to the City Manager and City Attorney to bring back changes to the enabling legislation to reorganize existing commissions as proposed below in a phased approach. Phase 1: Prioritize merging the Homeless Commission/Homeless Services Panel of Experts and Housing Advisory Commission/Measure O Bond Oversight Committee first, and request that the City Manager bring back changes to the enabling legislation to implement these consolidated commissions. Phase 2: All other Commissions as proposed in the report. As staff is able to make recommendations on consolidation, they can bring those recommendations forward one by one.
2. Refer to staff to develop recommendations on the transition to new consolidated commissions and the effective date of the changes.
3. Consider establishing 18 members on the new Climate and Environment Commission and establishing specific subcommittees focused on the policy areas of the merged commissions.
4. The Peace, Justice and Human Welfare Commission will be composed of only Mayor and Council appointees.
5. Refer to City Manager and Commissions the following additional considerations:
 - Federal, state or other external mandates that might be impacted, and determine how to handle.
 - Whether charters of to-be-merged Commissions were adopted by City Council, through measures or initiatives passed by voters, or are by Charter, and by what means they might be merged/adjusted.
 - What elements of each Commission to keep, update, or retire, as well as relevant topics/issues not currently covered that might be added to a more comprehensive and/or relevant merged Commission's charter.
 - Whether the merged Commission might include 9, or a greater number of members.
 - The possibility of requiring specific qualifications for

Action Calendar – Old Business

appointment to the merged Commission. - The possibility of recommended or required Standing Committees of the Merged Commission. - Volunteer workload and capacity given scope of Commission's charter

Policy Committee Recommendation: Make a Qualified Positive Recommendation to City Council to: 1. Refer to the City Manager and City Attorney to bring back changes to the enabling legislation to reorganize existing commissions as proposed below in a phased approach. Phase 1: Prioritize merging the Homeless Commission/Homeless Services Panel of Experts and Housing Advisory Commission/Measure O Bond Oversight Committee first, and request that the City Manager bring back changes to the enabling legislation to implement these consolidated commissions. Phase 2: All other Commissions as proposed in the report. As staff is able to make recommendations on consolidation, they can bring those recommendations forward one by one. 2. Refer to the Commissions impacted a process to determine the charge/responsibilities of the newly merged commissions, and bring Commission input to the appropriate Policy Committees (as proposed by Vice-Mayor Droste in 4/5/21 submittal) for further recommendations to the City Manager on revised charge/responsibilities of merged commissions. 3. Refer to staff to develop recommendations on the transition to new consolidated commissions and the effective date of the changes. 4. Consider establishing 18 members on the new Climate and Environment Commission and establishing specific subcommittees focused on the policy areas of the merged commissions. 5. The Peace, Justice and Human Welfare Commission will be comprised of only Mayor and Council appointees. 6. Refer Councilmember Hahn questions to City Manager and Commissions: "Commissions to Combine/Merge - Suggested Considerations" - Federal, state or other external mandates that might be impacted, and determine how to handle. - Whether charters of to-be-merged Commissions were adopted by City Council, through measures or initiatives passed by voters, or are by Charter, and by what means they might be merged/adjusted. - What elements of each Commission to keep, update, or retire, as well as relevant topics/issues not currently covered that might be added to a more comprehensive and/or relevant merged Commission's charter. - Whether the merged Commission might include 9, or a greater number of members. - The possibility of requiring specific qualifications for appointment to the merged Commission. - The possibility of recommended or required Standing Committees of the Merged Commission - Volunteer workload and capacity given scope of Commission's charter.

Financial Implications: See report

Contact: Lori Droste, Councilmember, District 8, (510) 981-7180

Public Comment - Items on this agenda only

Adjournment

I hereby request that the City Clerk of the City of Berkeley cause personal notice to be given to each member of the Berkeley City Council on the time and place of said meeting, forthwith.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Berkeley to be affixed on this 3rd day of June, 2021.



Jesse Arreguin, Mayor

Public Notice – this Proclamation serves as the official agenda for this meeting.

ATTEST:



Date: June 3, 2021
Mark Numainville, City Clerk

NOTICE CONCERNING YOUR LEGAL RIGHTS: *If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.*

Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33), via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx> and KPFB Radio 89.3.

Archived indexed video streams are available at <http://www.cityofberkeley.info/citycouncil>. Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

Communications to the City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the City Clerk Department at 2180 Milvia Street. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be posted on the City's website at <http://www.cityofberkeley.info>.

Agendas and agenda reports may be accessed via the Internet at <http://www.cityofberkeley.info/citycouncil>

COMMUNICATION ACCESS INFORMATION:

To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.



Captioning services are provided at the meeting, on B-TV, and on the Internet.

Communications

Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record. Copies of individual communications are available for viewing through [Records Online](#).

Item #1: Commission Reorganization for Post-COVID19 Budget Recovery

1. Holly Scheider



Lori Droste
Berkeley Vice Mayor

ACTION CALENDAR

June 15, 2021

(Continued from May 25, 2021)

To: Honorable Mayor and Members of the City Council

From: Councilmember Lori Droste (Author), Councilmembers Rigel Robinson (Co-Sponsor), Rashi Kesarwani (Co-Sponsor) and Mayor Jesse Arreguin (Co-Sponsor)

Subject: Commission Reorganization for Post-COVID19 Budget Recovery

RECOMMENDATION

1. Refer to the City Manager and City Attorney to bring back changes to the enabling legislation to reorganize existing commissions as proposed below in a phased approach.

Phase 1: Prioritize merging the Homeless Commission/Homeless Services Panel of Experts and Housing Advisory Commission/Measure O Bond Oversight Committee first, and request that the City Manager bring back changes to the enabling legislation to implement these consolidated commissions.

Phase 2: All other Commissions as proposed below.
As staff is able to make recommendations on consolidation, they can bring those recommendations forward one by one.

New Commission Name	Former Commissions to be Reorganized
Commission on Climate and the Environment	Zero Waste, Energy, Community Environmental Advisory, and Animal Care

Parks, Recreation, Waterfront (special Marina subcommittee)	Children, Youth, and Recreation and Parks and Waterfront
Peace, Justice, and Human Welfare ¹	Peace and Justice and Human Welfare, Community Action Commissions
Public Health Commission & Sugar Sweetened Beverage Panel of Experts	Community Health Commission and Sugar Sweetened Beverage Panel of Experts
Housing Advisory Commission	Measure O and Housing Advisory Commission
Homeless Services Panel of Experts	Homeless Commission and Measure P Homeless Services Panel of Experts
Public Works and Transportation	Public Works and Transportation
Planning	Planning and Cannabis
<p>All other commissions will maintain their current structure: Aging, Library Board of Trustees, Civic Arts, Disability, Commission on the Status of Women, Design Review Committee, Disaster and Fire Safety, BIDs, Fair Campaign Practices and Open Government, Redistricting, Landmarks Preservation, Labor, Loan Adjustments Board, Personnel, Planning, Police Review/Accountability, Reimagining Public Safety, Mental Health, Zoning Adjustments Board, and Youth</p>	

2. Refer to staff to develop recommendations on the transition to new consolidated commissions and the effective date of the changes.

3. Consider establishing 18 members on the new Climate and Environment Commission and establishing specific subcommittees focused on the policy areas of the merged commissions.

4. The Peace, Justice and Human Welfare Commission will be composed of only Mayor and Council appointees.

5. Refer to City Manager and Commissions the following additional considerations:
 - Federal, state or other external mandates that might be impacted, and determine how to handle.
 - Whether charters of to-be-merged Commissions were adopted by City Council, through measures or initiatives passed by voters, or are by Charter, and by what means they might be merged/adjusted

¹ Members will be appointed by Council and membership should adhere to Government Code Section 12736(e); 12750(a)(2) and 12751.

- What elements of each Commission to keep, update, or retire, as well as relevant topics/issues not currently covered that might be added to a more comprehensive and/or relevant merged Commission’s charter.
- Whether the merged Commission might include 9, or a greater number of members.
- The possibility of requiring specific qualifications for appointment to the merged Commission.
- The possibility of recommended or required Standing Committees of the Merged Commission
- Volunteer workload and capacity given scope of Commission’s charter

Policy Committee Oversight ²	Commissions
Agenda and Rules	<ol style="list-style-type: none"> 1. Fair Campaign Practices/Open Government Commission 2. Personnel Board
Budget and Finance	(Any legislation that requires funding)
Public Safety	<ol style="list-style-type: none"> 1. Disaster and Fire Safety Commission 2. Police Accountability Board/Police Review Commission 3. Reimagining Public Safety Task Force
Facilities, Infrastructure, Transportation and the Environment	<ol style="list-style-type: none"> 1. Commission on the Environment 2. Parks, Recreation and Waterfront with Marina subcommittee 3. Public Works and Transportation
Land Use and Economic Development	<ol style="list-style-type: none"> 1. Measure O Housing Commission 2. Planning Commission 3. Labor 4. Civic Arts Commission
Health, Equity, Life Enrichment, and Community	<ol style="list-style-type: none"> 1. Peace, Justice, and Civil Rights 2. Health and Sugar Sweetened Beverage Panel of Experts 3. Homeless Services Panel of Experts 4. Mental Health Commission (state/federal mandate) 5. Commission on the Status of Women 6. Disability Commission

² Primary policy committee oversight but legislation may be referred to multiple policy committees.

Other Commissions: Zoning Adjustments Board (DRC), Landmarks Preservation, Board of Library Trustees, BIDs, Independent Redistricting Commission, Loan Administration Board

POLICY COMMITTEE RECOMMENDATION

On April 5, 2021, the Agenda and Rules Committee made a qualified positive recommendation to City Council to:

1. Refer to the City Manager and City Attorney to bring back changes to the enabling legislation to reorganize existing commissions as proposed below in a phased approach.

Phase 1: Prioritize merging the Homeless Commission/Homeless Services Panel of Experts and Housing Advisory Commission/Measure O Bond Oversight Committee first, and request that the City Manager bring back changes to the enabling legislation to implement these consolidated commissions.

Phase 2: All other Commissions as proposed below.
As staff is able to make recommendations on consolidation, they can bring those recommendations forward one by one.

New Commission Name (suggested)	Former Commissions to be Reorganized
Commission on Climate and the Environment	Zero Waste, Energy, Community Environmental Advisory, and Animal Care
Parks, Recreation, Waterfront (special Marina subcommittee)	Children, Youth, and Recreation and Parks and Waterfront
Peace, Justice, and Human Welfare	Peace and Justice Commission and Human Welfare and Community Action Commission
Public Health Commission & Sugar Sweetened Beverage Panel of Experts	Community Health Commission and Sugar Sweetened Beverage Panel of Experts
Housing Advisory Commission	Measure O and Housing Advisory Commission
Homeless Services Panel of Experts	Homeless Commission and Measure P Homeless Services Panel of Experts

Public Works and Transportation	Public Works and Transportation
Planning	Planning and Cannabis
<p>All other commissions will maintain their current structure: Aging, Library Board of Trustees, Civic Arts, Disability, Commission on the Status of Women, Design Review Committee, Disaster and Fire Safety, BIDs, Fair Campaign Practices and Open Government, Redistricting, Landmarks Preservation, Labor, Loan Adjustments Board, Personnel, Planning, Police Review/Accountability, Reimagining Public Safety, Mental Health, Zoning Adjustments Board, and Youth</p>	

2. Refer to the Commissions impacted a process to determine the charge/responsibilities of the newly merged commissions, and bring Commission input to the appropriate Policy Committees (as proposed by Vice-Mayor Droste in 4/5/21 submittal) for further recommendations to the City Manager on revised charge/responsibilities of merged commissions.

3. Refer to staff to develop recommendations on the transition to new consolidated commissions and the effective date of the changes.

4. Consider establishing 18 members on the new Climate and Environment Commission and establishing specific subcommittees focused on the policy areas of the merged commissions.

5. The Peace, Justice and Human Welfare Commission will be comprised of only Mayor and Council appointees.

6. Refer Councilmember Hahn questions to City Manager and Commissions: “Commissions to Combine/Merge - Suggested Considerations”

- Federal, state or other external mandates that might be impacted, and determine how to handle
- Whether charters of to-be-merged Commissions were adopted by City Council, through measures or initiatives passed by voters, or are by Charter, and by what means they might be merged/adjusted
- What elements of each Commission to keep, update, or retire, as well as relevant topics/issues not currently covered that might be added to a more comprehensive and/or relevant merged Commission’s charter.
- Whether the merged Commission might include 9, or a greater number of members.
- The possibility of requiring specific qualifications for appointment to the merged Commission.
- The possibility of recommended or required Standing Committees of the Merged Commission
- Volunteer workload and capacity given scope of Commission’s charter

PROBLEM/SUMMARY STATEMENT

Commissions provide an important mechanism for residents to shape public policy and provide input on City business. However, the City of Berkeley maintains far more commissions than other cities of similar size, with a significant investment of City resources to staff all 37 commissions. Some commission secretaries report spending upwards of 20+ hours per week on commission business, which takes valuable time away from addressing other pressing City priorities. The local public health emergency created by the global COVID-19 pandemic has required City staff to shift to new roles and maintain an Emergency Operations Center since January 2020; recovery from the pandemic will continue to demand the full attention of our City staff for the foreseeable future. Given the uncertainties that our City faces in recovering from the COVID-19 pandemic and the demands that this recovery places on our City staff, it is an appropriate time to consider how best to consolidate our commissions in a manner that helps the City to achieve its core mission.

REITERATION OF PRINCIPLES

Commissions are a fundamental part of the City's policymaking process. Members of boards and commissions provide an invaluable service to our City. They advise the City Council on a wide variety of subjects by making recommendations on important policy matters. Without the assistance of the various boards and commissions, the City Council could give many complex and significant matters only a perfunctory review. The detailed studies and considered advice of boards and commissions are often catalysts for innovative programs and improved services. Serving on a board or commission can be a rewarding experience for community service-minded residents. It is an excellent way to participate in the functioning of local government and to make a personal contribution to the improvement of our community. Making local government effective and responsive is everybody's responsibility.

- The Public Works Commission, for example, develops the City's five year paving plan which they then present to City Council for approval. Through extensive community outreach and research, the Commission identifies the streets most in need of repaving.
- With the passage of Measure D in 2014, a Panel of Experts on Sugar-Sweetened Beverages has guided the City's spending of over \$5 million in revenue generated from the Measure. Those dollars have bolstered local public campaigns and education initiatives.

These are merely two examples of the powerful role that Commissions play in City policymaking.

CURRENT SITUATION AND ITS EFFECTS

Current Commission Structure

The City of Berkeley has approximately thirty-seven commissions overseen by city administration, most of which have at least nine members and who are appointed by individual councilmembers. These commissions were intended to be a forum for public participation beyond what is feasible at the City Council, so that issues that come before the City Council can be adequately vetted.

Some commissions are required by charter or mandated by voter approval or state/federal mandate. Those commissions are the following:

1. Board of Library Trustees (charter)
2. Business Improvement Districts (state mandate)
3. Civic Arts Commission (charter)
4. Community Environmental Advisory Commission (state/federal mandate--CUPA)
5. Fair Campaign Practices Commission/Open Government (ballot measure)
6. Homeless Services Panel of Experts (ballot measure)
7. Housing Advisory Commission (state/federal mandate)
8. Human Welfare and Community Action (state/federal mandate)
9. Measure O Bond Oversight Committee (ballot measure)
10. Mental Health Commission (state/federal mandate)
11. Personnel (charter) Police Review Commission (ballot measure)
12. Sugar-Sweetened Beverages (ballot measure)

Berkeley must have its own mental health commission because of its independent Mental Health Division. In order to receive services, the City needs to have to have an advisory board. Additionally, Berkeley's Community Environmental Advisory Commission is a required commission in order to oversee Certified Unified Program Agency (CUPA) under California's Environmental Protection Agency. Additionally, some commissions serve other purposes beyond policy advisories. The Children, Youth and Recreation Commission, Housing Advisory Commission, and the Human Welfare and Community Action Commission advise Council on community agency funding. However, some of the aforementioned quasi-judicial and state/federal mandated commissions do not need to stand independently and can be combined to meet mandated goals.

The Importance of Commissions

Commissions serve a vital role in the City of Berkeley’s rich process of resident engagement. An analysis of agendas over the past several years shows that the commissions have created policy that have benefited the community in meaningful and important ways. In 2020, 14 of the 16 commission items submitted to Council passed. From 2016-2020, an average of 34 items were submitted by commissions to Council for consideration.

The City’s Health, Housing and Community Development department serves an important role in addressing COVID-19, racial disparities, inequitable health outcomes, affordable housing, and other important community programs. Additionally, Health, Housing, and Community Development also staffs ten commissions, more than many cities of Berkeley’s size. Council needs to wrestle with these tradeoffs to ensure that we seek the maximum benefit for *all* of the Berkeley community, particularly our most vulnerable.

Commission Structures in Neighboring Jurisdictions

In comparison to neighboring jurisdictions of similar size, Berkeley has significantly more commissions. The median number of commissions for these cities is 12 and the average is 15.

Comparable Bay Area City	Population (est.)	Number of Commissions	Links
Berkeley	121,000	37	https://www.cityofberkeley.info/uploadedFiles/Clerk/Level_3_-_Commissions/External%20Roster.pdf
Antioch	112,000	6	https://www.antiochca.gov/government/boards-commissions/
Concord	130,000	14	https://www.cityofconcord.org/264/Applications-for-Boards-Committees-Commi
Daly City	107,000	7	http://www.dalycity.org/City_Hall/Departments/city_clerk/Commissions_Information/boards.htm
Fairfield	117,000	7	https://www.fairfield.ca.gov/gov/comms/default.asp
Fremont	238,000	15	https://www.fremont.gov/76/Boards-Commissions-Committees
Hayward	160,000	12	https://www.hayward-ca.gov/your-government/boards-commissions

Richmond	110,000	29	https://www.ci.richmond.ca.us/256/Boards-and-Commissions
San Mateo	105,000	7	https://www.cityofsanmateo.org/60/Commissions-Boards
Sunnyvale	153,000	10	https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?blobid=22804
Vallejo	122,000	17	http://www.ci.vallejo.ca.us/cms/one.aspx?pagelid=22192

To understand the impact on various departments and staffing capacity, the following table shows which departments are responsible for overseeing various commissions.

Staffing and Resources Supporting Berkeley’s Current Commission Structure

Commission Name	Overseeing Department (Total Commissions in Department)
Animal Care Commission	City Manager (8)
Civic Arts Commission	City Manager (8)
Commission on the Status of Women	City Manager (8)
Elmwood BID Advisory Board	City Manager (8)
Loan Administration Board	City Manager (8)
Peace and Justice Commission	City Manager (8)
Solano Ave BID Advisory Board	City Manager (8)
Cannabis Commission	Planning (7)
Community Environmental Advisory Commission	Planning (7)
Design Review Committee	Planning (7)
Energy Commission	Planning (7)
Landmarks Preservation Commission	Planning (7)
Planning Commission	Planning (7)
Zoning Adjustments Board	Planning (7)

Children, Youth, and Recreation Commission	Parks (3)
Parks and Waterfront Commission	Parks (3)
Youth Commission	Parks (3)
Commission on Aging	Health, Housing, and Community Services (HHCS) (10)
Commission on Labor	HHCS (10)
Community Health Commission	HHCS (10)
Homeless Commission	HHCS (10)
Homeless Services Panel of Experts	HHCS(10)
Housing Advisory Commission	HHCS (10)
Human Welfare & Community Action Commission	HHCS (10)
Measure O Bond Oversight Committee	HHCS (10)
Mental Health Commission	HHCS (10)
Sugar-Sweetened Beverage Product Panel of Experts	HHCS (10)
Disaster and Fire Safety Commission	Fire (1)
Commission on Disability	Public Works (4)
Public Works Commission	Public Works (4)
Transportation Commission	Public Works (4)
Zero Waste Commission	Public Works (4)
Fair Campaign Practices Commission/Open Government Commission	City Attorney (1)
Personnel Board	Human Resources (1)

Police Review Commission/Police Accountability Board	Police Review Commission/Police Accountability Board Staff
Reimagining Public Safety Task Force	City Manager *(8) and BPD (2)
Board of Library Trustees	Library (1)

Gray=charter
 Red=state/federal mandate
 Yellow=quasi-judicial
 Blue=ballot initiative
 Orange=state/federal mandate and quasi-judicial
 Green=quasi-judicial and ballot initiative

The departments that staff more than five commissions are Health, Housing, and Community Services (10 commissions), Planning (7 commissions), and the City Manager’s department (8 commissions). At the same time, some smaller departments (e.g. the City Attorney’s office) may be impacted just as meaningfully if they have fewer staff and larger individual commission workloads.

Policy Committee Structure Expands Opportunities for Public Input

With the recent addition of policy committees, proposed legislation is now vetted by councilmembers in these forums. Each policy committee is focused on a particular content area aligned with the City of Berkeley’s strategic plan and is staffed and an advisory policy body to certain city departments. Members of the public are able to provide input at these committees as well. The policy committees currently have the following department alignment:

Department and Policy Committee alignment

1. **Agenda and Rules**—all departments
2. **Budget and Finance**—City Manager, Clerk, Budget, and Finance
3. **Land Use and Economic Development**—Clerk, Planning, HHCS, City Attorney, and City Manager (OED)
4. **Public Safety**—Clerk, City Manager, Police, and Fire
5. **Facilities, Infrastructure, Transportation, Environment and Sustainability** (Clerk, City Manager, Planning, Public Works, and Parks)
6. **Health, Equity, Life Enrichment, and Community** (Clerk, City Manager, HHCS)

Staffing Costs

Based upon preliminary calculations of staff titles and salary classifications, the average commission staff secretary makes roughly \$60-\$65/hour. Based upon recent interviews with secretaries and department heads, individual commission secretaries work

anywhere from 8-80 hours a month staffing and preparing for commission meetings. To illustrate this example, a few examples are listed below.

Commission	Step 5 Rate of Pay	Reported Hours a Month	Total Direct Cost of Commission per Month
Animal Care	\$70.90	8	\$567.20
Landmarks Preservation Commission	\$57.96	80	\$4,636.80
Design Review Commission	\$52.76	60	\$3,165.60
Peace and Justice	\$60.82	32	\$1,946.24

It is extremely challenging to estimate a specific cost of commissions in the aggregate because of the varying workload but a safe estimate of salary costs dedicated to commissions would be in the six-figure range.

Many commissions--particularly quasi-judicial and land use commissions-- require more than one staff member to be present and prepare reports for commissions. For example, Zoning Adjustment Board meetings often last five hours or more and multiple staff members spend hours preparing for hearings. The Planning Department indicates that *in addition* to direct hours, additional commission-related staff time adds an extra 33% staff time. Using the previous examples, this means that the Landmarks Preservation Commission would cost the city over \$6,000 in productivity while the Design Review Commission would cost the City over \$4,000 a month.

Productivity Losses and Administrative Burden

Current productivity losses are stark because of the sheer amount of hours of staffing time dedicated to commissions. As an example, in 2019 one of the City of Berkeley’s main homeless outreach workers staffed a commission within the City Manager’s department. She spent approximately 32 hours a month working directly on commission work. While this is not a commentary on a particular commission, this work directly impacted her ability to conduct homeless outreach.

RATIONALE FOR RECOMMENDATION

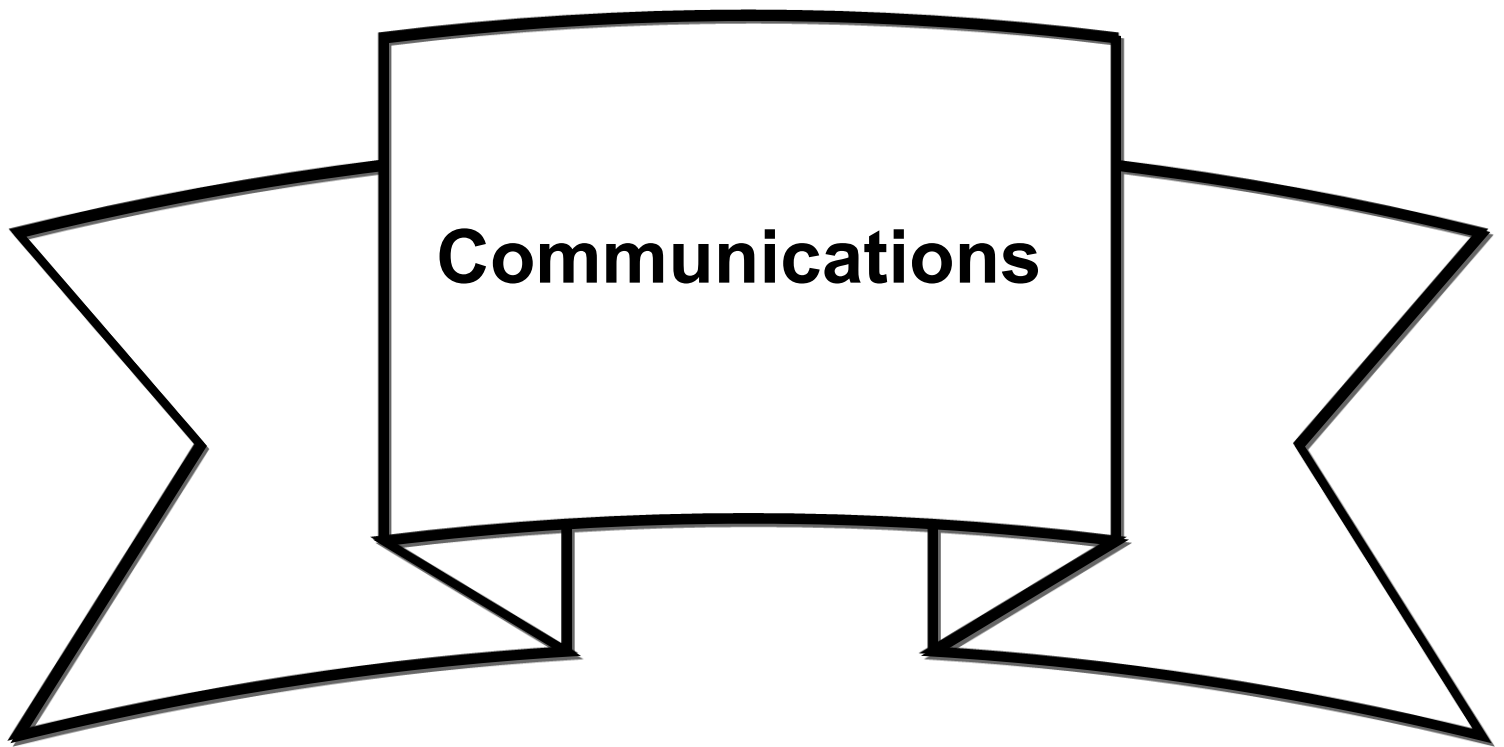
At a time when the City needs to demonstrate efficiency and fiscal restraint, the current commission structure is costly and duplicative. At the same time, civic engagement and commission work absolutely deserve an important role in Berkeley. Consequently, this legislation retains commissions but centers on overall community benefit, staff productivity, and associated costs. This is imperative to address, especially in light of COVID-19 and community demands for reinvestment in important social services.

FISCAL IMPACTS

Significant savings associated with reduced staffing.

CONTACT

Vice Mayor Lori Droste 510-981-7180



All communications submitted to the City Council are public record. Communications are not published directly to the City's website. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

City Clerk Department

2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

Records Online

<http://www.cityofberkeley.info/recordsonline>

To search for communications associated with a particular City Council meeting using Records Online:

1. Select Search Type = “Public – Communication Query (Keywords)”
2. From Date: Enter the date of the Council meeting
3. To Date: Enter the date of the Council meeting (this may match the From Date field)
4. Click the “Search” button
5. Communication packets matching the entered criteria will be returned
6. Click the desired file in the Results column to view the document as a PDF

