

Request for Proposals (RFP) for Fair Housing Services

Issue Date: May 8, 2019

Response Deadline: May 29, 2019

I. INTRODUCTION

The City of Hayward (City) has been awarded Community Development Block Grant (CDBG) funding by the U.S. Department of Housing and Urban Development (HUD) for the provision of fair housing services. Hayward is a growing community of approximately 160,500 residents. Two vital components of Council priorities are to provide vibrant neighborhoods with a range of quality housing choices and a place where residents feel safe and secure, enjoy comfortable living and take pride in their community.

The City's Community Services Division is tasked with furthering housing goals which include conducting education and outreach activities to encourage compliance with federal and state fair housing law. The City is seeking the services of an experienced fair housing counseling consultant to provide services to low-income residents of Hayward.

A successful fair housing program in Hayward will develop culturally appropriate outreach and educational opportunities for the varying needs of low-income families and individuals. The program should provide landlords and property managers with education in fair housing law and practice to reduce the incidence of housing discrimination.

The contract for fair housing services will be funded with federal Community Development Block Grant (CDBG) funds. The selected consultant must comply with all federal CDBG requirements.

Community Profile

The City of Hayward is located in Alameda County, California, on the eastern shore of the San Francisco Bay, 25 miles southeast of San Francisco, 14 miles south of Oakland, 26 miles north of San Jose, and 10 miles west of the Livermore Valley.

Hayward is the Bay Area's sixth largest municipality and ranks among the most diverse in the entire state of California. It is home to a California State University, a community college, and technical, trade and business colleges. It is a leader in water conservation, water pollution control, and development of renewable energy.

While undergoing transformative change, Hayward also is planning its future. Hundreds of new apartment homes have been built, approved or put into the development pipeline within the past year. Simultaneously the City has a new Downtown Specific Plan to create a more pedestrian friendly central core and health balance of housing, retail, offices and restaurants, and is updating its industrial zoning to support an existing manufacturing base while meeting the needs of new information, technology and advanced manufacturing companies and startups.

II. COMPENSATION

Compensation for the proposed work shall be in accordance with the Consultant's cost proposal. The maximum compensation for the Scope of Work described in **Exhibit A** to this RFP for the period of one year shall not exceed twenty-five thousand dollars (**\$25,000.00**).

III. PROPOSAL SUBMITTAL REQUIREMENTS

All consultant submittals must comply with the following requirements:

- **All proposals must be emailed in pdf format to Monica Davis, Community Services Manager, at Monica.Davis@Hayward-ca.gov by 5:00 p.m. Wednesday, May 29, 2019.** Any proposals received after this filing date and time will be automatically rejected.
- All proposals must include the following documents and be sequentially ordered in the following way:
 1. An introductory letter in which the consultant identifies that the proposal is in response to this RFP (letter must be signed by a person with authority to approve contracts for the firm)
 2. A Statement of Qualifications including all items outlined in **Exhibit B** (limit of four pages)
 3. A completed Budget and Staffing Plan (**Exhibit C**)
 4. Resumes for all staff assigned to the activities included under the Scope of Work set forth in **Exhibit A**
 5. Document providing a Dun & Bradstreet number (DUNS) for the organization. If your organization does not have a DUNS number, a free one may be requested at: <http://fedgov.dnb.com/webform/displayHomePage.do;jsessionid=81407B1F03F2BDB123DD47D19158B75F>. If the organization is selected as the City's consultant, a Tax ID number also will be required.

IV. CONSULTANT SELECTION PROCESS

City staff will review the proposals submitted using the evaluation criteria shown in **Exhibit D** attached to this RFP. The City may elect to conduct interviews with the firms judged to be the most qualified.

The City reserves the right to:

- Reject any or all proposals submitted
- Requested clarification of the proposals
- Waive any irregularities or errors in responses that the City finds to be minor
- Request additional information from respondents to this RFP
- Waive or change any irregularity or error in the RFP or the Consultant procurement process
- Make changes necessary to ensure that this RFP is consistent with federal and state procurement procedures
- Require background checks and fingerprinting for selected Consultants

Individuals and firms who have requested a copy of this RFP will be immediately notified of any changes or waivers and will have an opportunity to revise their submittal as a result of the change or waiver.

This RFP does not commit the City to award a contract, to enter an agreement or to pay for any of the costs incurred by respondents to this RFP. The City may negotiate a contract with any respondent or cancel this RFP in total or in part if the City determines it is in its best interest to do so. The City also reserves the right to offer multiple contracts for the same services to multiple consultants to ensure a quick response time to residential fair housing needs. As noted above, the City's offer of a contract to any Consultant for provision of fair housing services will be contingent upon approval of use of funds

from the Department of Housing and Urban Development's Community Development Block Grant (CDBG) program.

V. SPECIAL PROVISIONS

If selected:

- Consultant shall maintain liability insurance and worker's compensation insurance acceptable to the City and in accordance with the Federal Regulations (**Exhibit E**) and the City's CDBG Contract for Public Services.
- Workman's Compensation is required if Consultant has more than one employee. Evidence of insurance including the statutory minimum requirements and is required before commencement of any work.
- Consultant shall submit proof insurance.

VI. CITY POINT OF CONTACT

All questions regarding this RFP should be directed to Monica Davis, Community Services Manager, at 510-583-4011 or emailed to Monica.Davis@Hayward-ca.gov .

EXHIBIT A

Scope of Work

If selected, Consultant will be expected to provide the following services:

- **Respond to Inquiries:** Responses will be made to all inquiries regarding illegal housing discrimination based on race, sex, national origin, marital status, familial status, physical and mental disability, religion, and all other arbitrary forms of discrimination as defined in state and federal laws and local ordinances. Response activities will include but not be limited to:
 - Provide information on the telephone. Consultant must provide a phone line that is toll free for persons calling from Hayward.
 - Prepare, update and mail written information on fair housing issues and complaint process information as needed.
 - Provide referrals to mediation or other service providers as appropriate.

- **Fair Housing Testing:** Conduct testing of multifamily housing complexes to evaluate compliance with State and Federal fair housing law regarding protected classes. Provide education and counseling to property managers to achieve compliance.

- **Complaint Investigation and Referral:** Investigations will be conducted for all housing discrimination complaints reported in the City of Hayward. Investigations should be initiated immediately and not later than three business days following the complaint, whenever feasible. When investigation shows evidence of illegal housing practices or policies, the following services shall be provided:
 - Preparation of relevant information and evidence.
 - Provision of mediation services for fair housing issues, if the complainant so desires.
 - Referral of complaint to Housing & Urban Development (HUD) or Department of Fair Employment and Housing (DFEH), as appropriate.
 - Follow-up on all cases including cases referred to HUD and DFEH or legal service providers.

- **Community Education, Outreach and Engagement:** Conduct community education and outreach through a variety of methods to increase community awareness of the laws and issues surrounding fair housing. At a minimum, Consultant will provide the following annually throughout the term of the contract:
 - A minimum of one fair housing workshop in West Sacramento per year for City staff, housing providers and consumers.
 - A minimum of two public service announcements per year for the local cable channel regarding fair housing issues.
 - A minimum of one article to be published in local newspapers regarding fair housing issues over the term of the contract.
 - Develop internet linkages to fair housing resources to be placed on the City's website.
 - A minimum of one presentation in Hayward to service providers and organizations serving low-income renters in Hayward during the term of the contract.

- Coordination with organizations serving low-income renters and protected classes in Hayward to inform them of fair housing services available.
- **Reporting and Invoicing:** Submit a written quarterly report in a format approved by the City providing details of activities conducted in Hayward. The report shall indicate the type of service provided such as phone consult, referral, mediation or community presentation. Monthly invoices are to be submitted for payment.

For clients receiving direct fair housing services, the report shall provide the following demographic information required by the State CDBG Program. Data must be provided for each client (not just aggregate numbers).

- Household income level
- Household type (single non-elderly, elderly, related single-parent, related two-parent, other)
- Household size
- Race
- Ethnicity
- Veteran status of Head of Household and/or Co-Head of Household
- Disability status of Head of Household and/or Co-Head of Household
- Gender of Head of Household
- **Provision of Facilities:** Consultant shall be responsible for providing a toll free phone line; employee transportation costs, office space and materials. The City shall provide meeting space for workshops or when needed to accommodate a client with a disability.

EXHIBIT B

Statement of Qualifications Format

The statement of qualifications shall include all the following information:

- A history of the firm, and a summary of the firm's qualifications and fair housing counseling experience.
- A list of all fair housing services the firm has provided over the past three (3) years for governmental agencies (use table below). Include a reference contact person, a brief summary of the services provided with the average number of clients assisted per year for each type of service, and when the firm began performing the services.

Jurisdiction Contact Name and Phone #	Service Provided	# of Clients per Year	Beginning Date

- A list of fair housing related studies or reports the firm has developed over the past three (3) years (use table below). Include a reference contact person, the report title, and the objective of the report.

City/County Contact Name and Phone #	Report Title	Objective of Report

- How the firm will handle fair housing inquiries from individuals with limited English proficiency.
- A brief description of how the firm will work collaboratively with landlords and property owners to reduce the incidence of housing discrimination in Hayward. Include estimated amount of time and staffing needed to implement the proposed plan.
- An outline and proposed timeframe for outreach activities the firm will conduct to promote the availability of fair housing counseling services to Hayward tenants, landlords, property owners, organizations serving low-income renters and other community stakeholders; including persons from the diverse racial and cultural groups found in the City.

EXHIBIT C

Consultant Services Budget and Staffing Plan

See Exhibit A – Scope of work for details of budget items below. Provide an estimated number of accomplishments and a projected budget for each task. This submittal should comply with the provisions in Section II (Compensation) of this RFP.

ESTIMATED BUDGET

Service Provided	Accomp. Type*	Est. Number	Budgeted Amount
Response to Inquiries	Households assisted		\$
Fair Housing Testing	Multifamily projects tested		\$
Complaint Investigation and Mediation/Referral	Households assisted		\$
Fair Housing Workshops	Workshops presented		\$
Media Outreach and Publications	Outreach/Articles Press Releases		\$
Quarterly Reporting			\$
Other (describe)			\$
Other (describe)			\$
TOTAL:			\$

Provide a staffing plan for accomplishing the tasks listed in Exhibit A and indicated in the Estimated Budget above.

STAFFING PLAN

Job Title	Duties	Estimated no. of Hours	Hourly Rate

EXHIBIT D

Proposal Evaluation Criteria

Consultant/Firm Name: _____

Each proposal will be evaluated on the basis of the following criteria and assigned a numerical score. A minimum of 75 is required for applicants to be placed on the list for further consideration.

Evaluation Criteria	Points Possible
Fair Housing Experience	20
<ul style="list-style-type: none">• Years of experience with fair housing counseling similar to the services outlined in Exhibit A – Scope of Work.	
Fair Housing Study and Report Writing Experience	10
<ul style="list-style-type: none">• Number of studies and reports developed for municipalities.• Variety and scope of fair housing study and report writing.	
Qualifications	25
<ul style="list-style-type: none">• Educational or professional levels of management and supervisors.• Training requirements for staff answering inquiries.• Ability to work collaboratively with landlords, property managers, diverse racial and cultural groups and other community stakeholders.	
Diversity	20
<ul style="list-style-type: none">• Strength of plan to reach diverse racial and cultural groups to provide fair housing information and counseling.• Ability to assist persons with limited English proficiency.	
Outreach	25
<ul style="list-style-type: none">• Strength of plan for outreach and community engagement.• Coordination with organizations serving low-income and minority populations in Hayward• Number of staff hours committed to working onsite in Hayward	
Total Points Possible	100
Proposal Score	

Rating Committee: _____ Date: _____

EXHIBIT E

Contract template

EXHIBIT E

AGREEMENT FOR PUBLIC SERVICES BETWEEN THE CITY OF HAYWARD AND
<AGENCY>

THIS AGREEMENT, dated for convenience this 1st day of July, 2018, is by and between <AGENCY>, a 501(c)(3) nonprofit organization ("CONTRACTOR"), and the CITY OF HAYWARD, a public body of the State of California ("CITY");

RECITALS:

WHEREAS, <AGENCY> is specially trained, experienced, and competent to perform the special services that will be required by this agreement; and

WHEREAS, the CONTRACTOR is willing to render such social services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, the City Council of the City of Hayward by Resolution No. ~~18-XXX~~, dated April 17, 2018, has indicated its intention to allocate a portion of the CITY's Community Development Block Grant (CDBG) to certain agencies in accordance with the Housing and Community Development Act of 1974 (Public Law 93-383);

NOW, THEREFORE, the CONTRACTOR and the CITY agree as follows:

AGREEMENT:

Scope of Service. Subject to the terms and conditions set forth in this agreement, the CONTRACTOR shall provide to the CITY the services described in Exhibit A, Scope of Work. The CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A.

The CONTRACTOR shall comply with all Federal Uniform Administrative and Program Management Standards, as required by 24 CFR 503(b)(4) and 24 CFR 570.502 and 24 CFR 570.610 pursuant to Federal OMB Circular 2 CFR 200.

The CONTRACTOR shall carry out eligible activities in compliance with the requirements of 24 CFR 570 Subpart K, except, however, the CONTRACTOR does not assume the CITY's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52. No funds shall be disbursed under this contract unless the relevant environmental review has been completed and approved by the CITY's Environmental Review Certifying Officer.

Compensation. Allowable compensation for costs incurred by the CONTRACTOR to the CITY is set forth in Exhibit B, Program Budget. The CITY shall pay the CONTRACTOR in accordance with regulations and procedures established by HUD for an amount not to exceed <\$GRANT AWARD> for satisfactory performance of this agreement.

Effective Date and Term. The effective date of this agreement is **July 1, 2018** and it shall terminate no later than **June 30, 2019**.

Independent Contractor Status. It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. The CONTRACTOR expressly warrants not to represent, at any time or in any manner, that the CONTRACTOR is an employee of the CITY.

Billings. The CONTRACTOR shall submit quarterly performance reports and other reports requested by the CITY, describing the nature of services delivered and the number of persons served in accordance with Exhibit A, Work Program.

The CONTRACTOR shall, as soon as source documents are available following the end of each month covered by this agreement, present a claim to the CITY for reimbursement of actual cash expenditures. Such cash expenditures shall be in accordance with Exhibit B, Program Budget. However, in the event that the CONTRACTOR shall enter into an agreement with any other agency to provide similar services, Exhibit B hereto shall be amended by the CITY and the CONTRACTOR to reduce the CITY's share of compensation for personnel services and all attendant costs to that proportion of time actually spent by the CONTRACTOR's employees on services described in Exhibit A to Hayward residents. The claim shall be accompanied by a detailed documentation of expenditures in such form as may be required by the Director of Finance of the CITY, including, but not limited to, submittal of copies of documents such as paid invoices, payroll time sheets, and other supporting source documents. IMPORTANT: The CITY can only reimburse for expenses actually paid by the CONTRACTOR. This means that the CONTRACTOR can only submit documents for which funds have already been released by the CONTRACTOR. Violation of this procedure will cause cancellation of this agreement and result in a loss of funds. The CONTRACTOR will assume all financial and legal liabilities that shall result from the cancellation of this agreement due to a violation of this reimbursement policy and procedure.

The CONTRACTOR shall be reimbursed only for eligible expenses incurred during the period of this agreement which shall begin on July 1, 2018 and end on June 30, 2019, provided that the parties shall have the authority to extend the grant period for no more than 60 days if parties mutually agree in any case where amounts obligated pursuant to this agreement remain unexpended at the end of the agreement period established hereby.

The CONTRACTOR shall submit any outstanding claims for reimbursement under the contract within fifteen (15) days after the ending date of the contract. Any claims submitted after fifteen (15) days following the ending date of this contract will not be eligible for reimbursement by the CITY.

The CONTRACTOR shall maintain on a current basis complete records including books of original entry, source documents supporting accounting transactions, service records, a general ledger, cancelled checks, and related documents and records to assure proper accounting of funds and performance of this agreement. Such records and accounts shall include, but not be

limited to, an accounting of all other funds, receipts, and expenditures, of the CONTRACTOR. Such records shall be kept retained for a minimum of three years after close of this agreement, as required by 2 CFR 200.333-200.337.

Advice and Status Reporting. The CONTRACTOR shall provide the CITY with timely advice of all significant developments arising during performance of its services hereunder orally or in writing.

The CONTRACTOR shall furnish any and all information and reports which may be required by the CITY and the U.S. Department of Housing and Urban Development (HUD). The CONTRACTOR shall permit access to books, records, and accounts by the CITY or its representatives and employees and by HUD, for the purposes of investigation to ascertain compliance with all applicable rules, regulations, and orders, and for the purpose of evaluating and monitoring the CONTRACTOR's performance and compliance with the provisions of this agreement.

The CITY shall have access to the names, addresses, and phone numbers, if any, of all clients of the CONTRACTOR, which may be used exclusively by staff of the CDBG Administration Program for the sole purpose of soliciting client comments relevant to the evaluation and monitoring, provided that the CONTRACTOR shall not be required to reveal to the CITY any information in violation of any applicable law and, provided further, that the CITY shall have the authority to waive this provision in cases where bona fide interests of confidentiality will be served thereby.

Reporting Requirement for Homeless Management Information System: If eligible, the CONTRACTOR shall utilize the County of Alameda Homeless Management Information System (HMIS). The CONTRACTOR shall list the CITY as a partner with authority to review and pull reports.

Compliance Requirement for Coordinated Entry System. If eligible, the CONTRACTOR shall utilize the County of Alameda Coordinated Entry System.

Property Acquisition. All personal property acquired with funds pursuant to this agreement shall be acquired in compliance with 2 CFR 200.420-200.475. The CONTRACTOR shall obtain approval of the CITY for uses of the property in addition to those described in Exhibit A. Use in other projects shall be limited to those projects or programs that have purposes consistent with the Housing and Community Development Act of 1974 (Public Law 93-383), as amended.

The CONTRACTOR shall retain property acquired with funds under this contract as long as there is a need for such property to accomplish the purpose of the program whether or not the program continues to be supported by the CITY. For disposition of property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, the CONTRACTOR shall request approval and disposition instructions from the CITY. Use, management, and disposition of all property acquired must be in accordance with 2 CFR 200.311-200.316.

Audit Requirements. If the CONTRACTOR expends a total of \$750,000 or more in a given fiscal year in Federal awards, from all sources, or if an audit is requested by any city, state or federal agency, the CONTRACTOR is required to have a single audit conducted for that year in accordance with 2 CFR 200.501. However, if all of the Federal awards expended are from one program, and if that program's laws, regulations, or grant agreements do not require a financial statement audit of the CONTRACTOR, the CONTRACTOR may elect to have a program-specific audit conducted in accordance with 2 CFR 200.501(c). Audits shall be submitted to the CITY no later than December 31 following such fiscal year.

Any contractor that expends less than a total of \$750,000 in a given year in Federal awards, from all sources, is exempt from Federal audit requirements for that year. However, records must be available for review or audit for the CITY, HUD, and the General Accounting Office.

Assignment of Personnel. The CONTRACTOR shall assign only competent personnel to perform services pursuant to this agreement. In the event that the CITY, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, the CONTRACTOR shall, immediately upon receiving notice from the CITY of such desire of the CITY, cause the removal of such person or persons.

Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR. Neither this agreement nor any interest therein may be assigned by the CONTRACTOR without the prior written approval of the CITY's Community Services Manager. The CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the CITY's Community Services Manager.

Insurance. On or before beginning any of the services or work called for by any term of this agreement, the CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY as set forth in Exhibit C. The CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor.

- (a) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by the CONTRACTOR shall be provided with limits not less than one million dollars. In the alternative, the CONTRACTOR may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this agreement.

- (b) Commercial General and Automobile Liability. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) The CITY, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of the CONTRACTOR, including the insured's general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.
- (iii) The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
- (iv) The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- (v) Any explosion, collapse, and underground property damage exclusion must be deleted.

- (vi) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (vii) The policy must contain a cross liability or severability of interests clause.
 - (viii) Any failure of the CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to the CITY and its officers, employees, agents, and volunteers.
 - (ix) Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.
 - (x) Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B:XI.
 - (xi) Notice of cancellation or non-renewal must be received by the CITY at least thirty days prior to such change.
- (c) Professional Liability. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one million dollars covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible shall not exceed \$100,000 per claim.
 - (ii) Notice of cancellation or non-renewal must be received by the CITY at least thirty days prior to such change.
 - (iii) If the professional liability coverages are written on an occurrence form, the policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
 3. If coverage is canceled or not renewed and it is not replaced with

other claims made policy form with a retroactive date that precedes the date of this agreement, the CONTRACTOR must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this agreement.
- (d) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of the CITY's City Attorney, the CONTRACTOR may increase such deductibles or self-insured retentions with respect to the CITY, its officers, employees, agents, and volunteers. The CITY may condition approval of an increase in deductible or self-insured retention levels upon a requirement that the CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
 - (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner, the CONTRACTOR shall provide written notice to the CITY at the CONTRACTOR's earliest possible opportunity and in no case later than five days after the CONTRACTOR is notified of the change in coverage.
 - (f) In addition to any other remedies the CITY may have if the CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
 - (ii) Order the CONTRACTOR to stop work under this agreement or withhold any payment which becomes due to the CONTRACTOR hereunder, or both stop work and withhold any payment, until the CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the CITY may have and is not the exclusive remedy for the CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Indemnification – Contractor's Responsibility. It is understood and agreed that the CONTRACTOR has the professional skills and experience necessary to perform the work agreed

to be performed under this agreement that the CITY relies upon the professional skills of the CONTRACTOR to do and perform the CONTRACTOR's work in a skillful manner, and the CONTRACTOR thus agrees to so perform the work.

Acceptance by the CITY of the work performed under this agreement does not operate as a release of the CONTRACTOR from responsibility for the work performed. It is further understood and agreed that the CONTRACTOR is apprised of the scope of the work to be performed under this agreement and the CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

The CONTRACTOR shall indemnify, defend, and hold the CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of the CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of the CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve the CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of the CONTRACTOR, its employees, agents, or subcontractors by federal or state law, the CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Nondiscrimination in Employment and Service Participation. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the agreement are incorporated by this reference.

The CONTRACTOR shall not, solely on the basis of disability, deny a qualified disabled person the opportunity to participate in or benefit from the aid, benefit, or service provided under this agreement. The aid, benefit, or service must be equivalent to, and as effective as, that provided to others, and may be different or separate from that provided to others, only if such action is necessary to provide equivalent and effective aid, benefit, or service to qualified disabled persons. The CONTRACTOR may not deny a qualified disabled person the opportunity to participate in programs or activities that are not separate or different despite the existence of separate or different programs or activities designed specifically for the disabled. Also the

CONTRACTOR shall ensure that communications with their applicants, employees, and beneficiaries are available to persons with impaired vision and hearing and that access to the CONTRACTOR's services is in compliance with the requirements of the Americans with Disabilities Act of 1990.

- (a) If reasonable accommodation of disabled employees or beneficiaries poses an undue hardship on the operation of the CONTRACTOR or the funded program, the CONTRACTOR may apply in writing to the Community Services Division Director for a waiver.
- (b) Nothing in the above paragraph prohibits the CONTRACTOR from applying for and receiving any exception or waiver available by law.
- (c) The CONTRACTOR shall make available to employees, participants, beneficiaries, and other interested persons, such information regarding the CONTRACTOR's nondiscrimination policies, procedures, and responsibilities, as the CONTRACTOR or the CITY finds necessary to apprise such persons of the protections against discrimination assured them under this agreement. The CONTRACTOR shall also notify such persons of their right to seek redress of alleged violations, under this agreement, of 31 C.F.R. 51.55 (d) (2) implementing Section 504 of the Rehabilitation Act of 1973 or violations of 24 C.F.R. Part 41 by filing a written complaint with the Community Services Division Director within 90 days of the date the complainant becomes aware of the alleged discrimination.

The CONTRACTOR agrees that no person shall, on the grounds of race, color, national origin, religion, gender, sexual orientation, age, marital status, familial status, disability, or human immunodeficiency virus (HIV) status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available to the CONTRACTOR pursuant to this agreement. The CONTRACTOR shall not, on the grounds of race, color, national origin, religion, gender, sexual orientation, age, marital status, familial status, disability, human immunodeficiency virus (HIV) status, or any other protected status:

- (a) Deny any service or other benefit provided under the program or activity;
- (b) Provide any service or other benefit which is different, or is provided in a different form, from that provided to others under the program or activity;
- (c) Subject to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
- (d) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
- (e) Treat an individual differently from others in determining whether he/she satisfies any admission, enrollment, eligibility, membership or other requirement or

condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or

- (f) Deny an opportunity to participate in a program or activity as an employee; provided, however, that nothing in this paragraph shall prevent the CONTRACTOR from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons, where the purpose of such action is to overcome prior discriminatory practice or usage, and provided, further, that nothing in this paragraph shall be construed to prohibit the CONTRACTOR from maintaining or constructing separate living facilities or restroom facilities for the different genders.

Probation or Suspension. The CITY may place the CONTRACTOR on probation or suspend this agreement with 2 CFR 200.338. Should the CITY choose to suspend or terminate this agreement or place the CONTRACTOR on probation, the CITY shall provide the CONTRACTOR with a written description of the ways in which the CONTRACTOR materially failed to comply with the terms of this agreement. In the case of suspension or probation, depending upon the severity of the compliance problem, the CITY shall give the CONTRACTOR, not less than two (2) and not more than ten (10) business days to submit a Corrective Action Plan. Acceptance of the Corrective Action Plan is at the sole discretion of the CITY. Should the CONTRACTOR not implement the Corrective Action Plan according to the CITY-approved schedule that will be grounds for termination.

Termination. In accordance with 2 CFR 200.339-200.345, if, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this agreement, the CITY shall thereupon have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. Without prejudice to the foregoing, the CONTRACTOR agrees that if, prior to the termination or expiration of this agreement upon any final or interim audit by the CITY, or otherwise, it shall be disclosed to, or determined by the CITY, that the CONTRACTOR shall have failed in any way to comply with any requirements of this agreement, the CONTRACTOR shall forthwith bring itself into compliance and shall pay to the CITY forthwith whatever sums are so disclosed to be due to the CITY (or shall, at the CITY's election, permit the CITY to deduct such sums from whatever amounts remain undisbursed by the CITY to the CONTRACTOR pursuant to this agreement); if this agreement shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, then the CONTRACTOR shall pay to the CITY forthwith whatever sums are so disclosed to, or determined by the CITY, to be due to the CITY. Anything in this agreement to the contrary notwithstanding, the CITY shall have the right to terminate this agreement with or without cause at any time upon giving the CONTRACTOR at least 30 days written notice prior to the effective date of such termination.

Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To the CONTRACTOR: Agency
Address 1
City, State Zip

To the CITY: City Manager
777 B Street, 4th Floor
Hayward, CA 94541-5007

AND

COMMUNITY SERVICES MANAGER
Community Services Division
777 B Street, 2nd Floor
Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by the CONTRACTOR pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.

Amendments. This agreement may be modified or amended only by a written document executed by both the CONTRACTOR and the CITY's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

Abandonment by the Contractor. In the event the CONTRACTOR ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, the CONTRACTOR shall, without delay, deliver to the CITY all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which the CITY incurs as a result of such cessation or abandonment.

Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

No Third-Party Rights. The parties intend not to create rights in, or to grant remedies to,

any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Compliance with Laws. In the performance of this agreement, the CONTRACTOR shall abide by and conform to any and all applicable laws of the United States, the State of California, and the CITY Charter and Ordinances of the CITY.

The CONTRACTOR warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

Conflict of Interest. The CONTRACTOR warrants and covenants that the provider(s) of services presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. If any provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code ' 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with the CITY's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, provider of services shall promptly notify the CITY of the existence of such conflict of interest so that the CITY may determine whether to terminate this agreement.

The CONTRACTOR agrees to abide by the provisions of 24 CFR 85.36, 24 CFR 84.42, 24 CFR 570.611, and 2 CFR 200.318, which include (but are not limited to the following):

- (a) The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award or administration of the contracts supported by federal funds
- (b) No employee, officer or agent of the CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the CONTRACTOR, or any designated public agency.

Anti-Lobbying Certification. The CONTRACTOR agrees that 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 CONTRACTOR shall complete and submit Standard Form -LLL, "Anti-Lobbying Certification", or Exhibit D, in accordance with its instructions.

Faith-based activities. The CONTRACTOR agrees not use CDBG funds for inherently religious activities in accordance with 24 CFR 570.200(j).

The City Nuclear Free Hayward. The CONTRACTOR agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit E and made a part hereof.

Living Wage Ordinance. If the amount set forth in this Agreement is \$25,000 or greater, the CONTRACTOR shall comply with the City of Hayward Living Wage Ordinance, Article 14 of Chapter 2 of the Hayward Municipal Code, a copy of which is attached hereto, and incorporated herein by reference as Exhibit F.

Copyright. Upon the CITY's request, the CONTRACTOR shall execute appropriate documents to assign to the CITY the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to the CONTRACTOR or any other person shall not affect the CITY's rights to the materials and records prepared or obtained in the performance of this agreement. The CITY reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and the CITY shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by the CITY shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

Time is of the Essence. The CONTRACTOR agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

Whole Agreement. This agreement has fifteen pages excluding the attached exhibits. This

agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the CITY's City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, the CONTRACTOR has executed this agreement, and the CITY, by the CITY's City Manager, who is authorized to do so, has executed this agreement.

CONTRACTOR

Dated: _____

By: _____

First Last, Title

CITY OF HAYWARD

Dated: _____

By: _____

Kelly McAdoo, City Manager

Attest: _____

Miriam Lens, City Clerk

APPROVED AS TO FORM:

By: _____

Michael S. Lawson, City Attorney

Attachments:

- Exhibit A Scope of Work, consisting of 3 pages
- Exhibit B Program Budget, consisting of 1 page
- Exhibit C Insurance, consisting of **<Exhibit C # of pages>** pages
- Exhibit D Anti-Lobbying Certification, consisting of 1 page
- Exhibit E Non-Involvement in the Development of Nuclear Weapons, consisting of 1 page
- Exhibit F Living Wage Ordinance, consisting of 9 pages

SCOPE OF WORK
<AGENCY >
FY 2018-2019

STATEMENT OF PURPOSE

<Statement of Purpose>

LOCATION AND HOURS OF OPERATION

The address is Address 1, City, State, Zip

The hours of operation are: <Hours of operation>

QUANTITATIVE GOALS

<Program Objectives>

Information shared must be verifiable.

REPORTING REQUIREMENTS

On a quarterly basis (for the periods September 30, December 31, March 31, and June 30), the information outlined below shall be provided to the Library and Community staff liaison. Reports shall be due no later than 30 days following the end of the period, with the exception of the year-end report, which will be due no later than July 15, 2019. The report format will be provided by the City of Hayward and will include a narrative accounting of the progress achieved toward each of the Work Program objectives, and the following client information:

1. Types of services to be rendered
2. Client Characteristics
 - a. Client number (unduplicated)
 - b. Residency
 - c. Racial/Ethnic data per Performance Report format
 - d. Gender
 - e. Age
 - f. Number of Disabled Clients
3. Household Characteristics
 - a. Income: low (50%-80% of Median Income)
 very low (30%-50% of Median Income)
 extremely low (less than 30% of Median Income)
 - b. Number of single females with minor children;
 - c. Number of families with children under 18 years.
4. Client Demographic Log

MONITORING AND EVALUATION

The Community Services Division staff liaison will visit the project site periodically to review records and observe activities. The Contractor will provide clients' names, addresses, and telephone numbers to designated City liaison(s) in accordance with applicable laws and regulations.

FY 2018-2019 INCOME LIMITS

		Household Size							
FY 2018-2019 Income Limit Area	FY 2018 - 2019 Income Limit Category	1	2	3	4	5	6	7	8
Alameda County	Extremely Low (30% LMI)	\$ 24,400	\$27,900	\$ 31,400	\$ 34,850	\$ 37,650	\$ 40,450	\$ 43,250	\$ 46,050
	Very Low (50% LMI)	\$ 40,700	\$ 46,500	\$ 52,300	\$ 58,100	\$ 62,750	\$ 67,400	\$ 72,050	\$ 76,700
	Low (80%)	\$ 62,750	\$ 71,700	\$ 80,650	\$ 89,600	\$ 96,800	\$ 103,950	\$ 111,150	\$ 118,300

PROGRAM BUDGET

<AGENCY>

FY 2018-2019

Account	Line	Item	City of Hayward	Allocation Budget
---------	------	------	-----------------	-------------------

Total Program Budget				\$
-----------------------------	--	--	--	----

ANTI-LOBBYING CERTIFICATION

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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, 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 documents for all 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, and 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.

Signature

Date

Print Name

Title



**CITY OF HAYWARD
AFFIRMATION OF NON-INVOLVEMENT IN
DEVELOPMENT OR PRODUCTION OF NUCLEAR
WEAPONS**

The undersigned hereby certifies:

- 1) That it understands that the City of Hayward Ordinance No. 87-024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."
- 2) That it understands the ordinance defines "Nuclear Weapon" as "any device the explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."
- 3) That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Print/Type Company Name

Print/Type Official Name and Title

Company Address

Signature of Company Official

City/State/Zip Code

Date

ORDINANCE NO. 99-03

AN ORDINANCE ADOPTING THE HAYWARD LIVING
WAGE ORDINANCE AS ARTICLE 14 OF CHAPTER 2 OF
THE HAYWARD MUNICIPAL CODE

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

SECTION 1. FINDINGS. The City Council finds and determines as follows:

- a. The City awards many contracts to private firms which provide services and labor to City government and to the public.
- b. Experience indicates that many City contractors who provide services and labor pay their employees of wages at or slightly above the minimum required by federal and state minimum wage laws.
- c. Payment of inadequate compensation does not provide affected employees with resources sufficient to afford a decent standard of living in Hayward.
- d. The City intends to require contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.
- e. Based upon public comment, testimony and studies, the City Council finds that the wage levels set by this ordinance are minimum compensation levels required to afford a decent standard of living in Hayward.

SECTION 2. ADOPTION OF HAYWARD LIVING WAGE ORDINANCE. The Hayward Municipal Code is amended by adding a new Article 14 to Chapter 2 entitled the "Hayward Living Wage Ordinance" to read as follows:

ARTICLE 14
HAYWARD LIVING WAGE ORDINANCE

- | | |
|------------------|--|
| Section 2-14.010 | Title and Definitions. |
| Section 2-14.020 | Applicability of Hayward Living Wage Ordinance Requirements. |
| Section 2-14.021 | Subcontracted Work. |
| Section 2-14.030 | Notifying employees of their potential right to the federal Earned Income Credit. |
| Section 2-14.040 | Enforcement. |
| Section 2-14.050 | Administration. |
| Section 2-14.060 | Coexistence with other available relief for specific deprivations of protected rights. |

Section 2-14.061 Application to City of Hayward Employees.
Section 2-14.070 Supersession by collective bargaining agreement.
Section 2-14.080 Severability.

SECTION 2-14.010 TITLE AND DEFINITIONS. The regulations in this Article may be referred to as the Hayward Living Wage Ordinance (hereafter "Ordinance"). The terms used herein are subject to the following definitions

(a) "City" means the City of Hayward and its employees and officials, including those City employees authorized to award a service contract on the City's behalf.

(b) "City Manager" means the City Manager and his/her delegates and representatives.

(c) "Employee" means any individual employed by a service contractor on or under the authority of any contract for services with the City or proposal for such contract.

(d) "Health Benefits" means the payment of no less than one dollar and twenty-five cents (\$1.25) per hour toward the cost of health and medical care insurance for employees and their dependents.

(e) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(f) "Service Contract" means any contract with the City, including a purchase order, for an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000), for any of the following services:

- (i) Automotive repair and maintenance,
- (ii) Facility and building maintenance,
- (iii) Janitorial and custodial,
- (iv) Landscaping,
- (v) Laundry services,
- (vi) Temporary personnel,
- (vii) Pest control, or
- (viii) Security services.
- (ix) Social Service Agencies.

(g) "Service Contractor" shall mean any contractor who seeks or has been awarded a Service Contract subject to this Ordinance. For the purposes of this Ordinance, the term "Service Contractor" shall include all subcontractors retained by a contractor to perform any

or all of the functions covered by a Service Contract subject to the herein contained regulations.

(h) "Social Service Agency" shall mean any organization receiving funds from the City as a result of a process involving the Human Services Commission

SECTION 2-14.020 APPLICABILITY OF HAYWARD LIVING WAGE ORDINANCE REQUIREMENTS.

(a) Scope. These regulations shall apply to any Service Contract with the City which is executed or extended on or after July 1, 1999, and to any previously executed Service Contract, where the services are first provided to the City after June 30, 1999.

(b) Exemptions. To the maximum extent permitted by law, this Ordinance shall apply to the expenditure of funds entirely within the City's control and to the expenditure of other funds consonant with the laws authorizing such expenditures. The following Service Contracts are exempt from this Ordinance's requirements:

- (1) Contracts subject to federal or state law or regulations which preclude the applicability of this Ordinance's requirements.
- (2) Multi-agency contracts involving programs where the City shares management authority with other jurisdictions, unless all of the signatory jurisdictions have a Living Wage Policy.
- (3) Contracts for provision of service by any other governmental agency.

(c) Living Wage Requirements. Service contractors subject to this Ordinance shall pay their employees a wage of no less than eight dollars (\$8.00) per hour, if health benefits are paid to the employees, or nine dollars and twenty-five cents (\$9.25) per hour if no such health benefits are paid.

The hourly rates contained in this section shall be upwardly adjusted each July 1 to reflect the change in the Bay Area Consumer Price Index for the twelve-month period preceding April 1. Prior to June 15th of each year, the individual assigned to administer this ordinance shall calculate, circulate to all "Service Contractors" and post the hourly rate in effect for the next fiscal year.

(d) Compensated and Uncompensated Days Off. Service Contractors subject to the provisions of this Ordinance shall provide a minimum of twelve (12) compensated days off per year and an additional minimum of five (5) uncompensated

days off per year for sick leave, vacation or personal necessity at the employee's request. Full time employees shall accrue compensated days off at the rate of one day per month. Part time employees shall accrue such days at a rate proportional to full time employees.

SECTION 2-14.021 SUBCONTRACTED WORK .

Service Contractors shall assure that all subcontracts entered into for the performance of work covered by this Ordinance shall contain a provision requiring the subcontractor(s) to comply with requirements of this Ordinance.

SECTION 2-14.030 NOTIFYING EMPLOYEES OF THEIR POTENTIAL RIGHT TO THE FEDERAL EARNED INCOME CREDIT.

Any contractor who executes a Service Contract with the City shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to employees information about the EIC and forms required to secure advance EIC payments.

SECTION 2-14.040 ENFORCEMENT

(a) Private Right of Action. An employee claiming violation of this Ordinance shall have the right to file an action against an employer in the appropriate court, within one year after discovery of the alleged violation. The court may award any employee who files suit pursuant to this provision, as to the relevant period of time, the following:

- (i) For failure to pay the minimum wage required by this Ordinance, the difference between the minimum wage required herein and the amount actually paid to the employee.
- (ii) For failure to pay medical benefits, the difference between the minimum wage required by this Ordinance with benefits and the amount actually paid to the employee.
- (iii) For retaliation for exercise of any rights provided for under this Ordinance, reinstatement, back pay, and/or any other relief that a court may deem appropriate.
- (iv) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such private action.

(b) Service Contract Requirements. Each Service Contract to which these regulations apply, shall provide that violation of this Ordinance shall enable any aggrieved employee to file an action against the Service Contractor for damage. In addition, such

Service Contract shall also indicate that the City has the discretion to terminate the Service Contract and pursue any other legal remedies available to the City if the Service Contractor fails to comply with this Ordinance.

(d) Retaliation Prohibited. Service Contracts shall expressly prohibit a service contractor from any retaliation against an employee who alleges non-compliance with this Ordinance. Any such employee may report such alleged retaliation to the Purchasing Manager or to the Finance Director, who shall investigate such claim and report the results to the City Manager.

(e) City Enforcement. The City may, in its sole discretion, investigate and address any alleged violation of this Ordinance's requirements. However, the City's failure to investigate an alleged violation or otherwise enforce any of the provisions of this Ordinance shall not create any right of action or right to recover damages from the City by any person, including but not limited to an aggrieved employee.

(f) Violation Chargeable as an Infraction. In addition to the payment of damages, any person violating the requirement of this Ordinance shall be guilty of an infraction and shall be subject to the payment of a fine, not to exceed the limits set forth in Government Code section 36900. However, violation of this Ordinance shall not be prosecuted as a misdemeanor, notwithstanding any other provision of the Hayward Municipal Code.

SECTION 2-14.050 ADMINISTRATION

(a) Compliance. The City Manager is authorized to develop and implement administrative policies which carry out the intent of this Ordinance. The City Manager shall also have the discretion to monitor compliance, which may include, but is not limited to, the periodic review of appropriate records maintained by service contractors to verify compliance, and investigation of claimed violations.

(b) Report to City Council. Following the first year after this Ordinance takes effect, the City Manager shall submit a report to the City Council specifically addressing the following matters:

- (i) The extent to which the benefits required by this Ordinance are accruing to Hayward residents,
- (ii) The extent to which service contractors are complying with this Ordinance,
- (iii) The manner in which this Ordinance is affecting the workforce composition of service contractors,
- (iv) The manner in which this Ordinance is affecting productivity and service quality

of service contractors, and

(v) The manner in which the additional labor costs required by this Ordinance have been distributed among employers, employees and the City.

The aforementioned report shall be submitted to the City Council by October 1, 2000, and subsequent reports shall be submitted as frequently as the City Council deems appropriate.

SECTION 2-14.060 COEXISTENCE WITH OTHER AVAILABLE RELIEF FOR SPECIFIC DEPRIVATIONS OF PROTECTED RIGHTS.

This Ordinance shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

SECTION 2-14.061 APPLICATION TO CITY OF HAYWARD EMPLOYEES.

The provisions of this Ordinance shall apply to employees of the City of Hayward.

SECTION 2-14.070 SUPERSESION BY COLLECTIVE BARGAINING AGREEMENT.

The provisions of this Ordinance shall not be superseded by any collective bargaining agreement unless the supersession is specifically agreed to by the parties to the collective bargaining agreement.

SECTION 2-14.080 SEVERABILITY. If any provision of this Article is declared legally invalid by a final judgment rendered a court of competent jurisdiction, the provision declared invalid shall be deemed to be severable to the extent that the remaining provisions of this Ordinance can be enforced in a manner which substantially carries out the objectives of this Ordinance.

SECTION 3. EFFECTIVE DATE In accordance with section 720 of the Hayward City Charter, this ordinance shall take effect thirty days after its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 6th day of April, 1999, by Council Member Ward .

ADOPTED at a regular meeting of the City Council of the City of Hayward held the 13th day of April, 1999, by the following votes of members of said City Council.

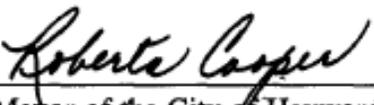
AYES: COUNCIL MEMBERS: Jimenez, Hilson, Rodriquez, Ward, Dowling, Henson
MAYOR: Cooper

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

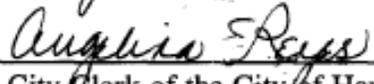
ABSENT: COUNCIL MEMBERS: None

APPROVED:



Mayor of the City of Hayward

DATE: May 3, 1999

ATTEST: 

City Clerk of the City of Hayward

APPROVED AS TO FORM:



City Attorney of the City of Hayward



July 1, 2017

Dear Vendor:

This letter is to inform you that in accordance with the provisions of the City of Hayward Living Wage Ordinance, the living wage rates for contracts subject to the Ordinance effective July 1, 2017 are as follows:

Required Wage per hour, with health benefits	\$12.75
Required Wage per hour, without health benefits	\$14.73
Medical Benefits	\$1.99

Beginning July 1, 1999, certain types of City of Hayward service contracts or purchase orders in excess of \$25,000 for the term of the contractual relationship became subject to the requirements of the City of Hayward Living Wage Ordinance. These include contracts for vehicle repair and maintenance; building and facility repair and maintenance; janitorial and laundry services; landscape maintenance; security services; and pest control.

At the inception of the ordinance, the ordinance provides that "Service contractors ... shall pay their employees a wage of no less than eight dollars (\$8.00) per hour, if health benefits are paid to employees or nine dollars and twenty-five cents (\$9.25) per hour if no such health benefits are paid." Health benefits are defined as "payment of no less than one dollar and twenty-five cents (\$1.25) per hour toward the cost of health and medical care insurance for employees and their dependents." The Ordinance also places notification responsibilities upon the Contractor and provides certain rights to the Contractor's employees. A copy of the Ordinance is attached.

In addition, the Ordinance contains an escalator that states, "The hourly rates contained in this section shall be upwardly adjusted each July 1 to reflect the change in the Bay Area Consumer Price Index for the twelve-month period preceding April 1." According to information obtained from the Bureau of Labor Statistics, the Price Index for All Urban Consumers, San Francisco-Oakland-San Jose, increased 3.8% during the period April 2016-April 2017. The wage rates effective July 1, 2017 reflect this increase.

This letter is to inform you that City of Hayward Purchase Order(s) between the City and your firm is/are subject to this Ordinance. Please indicate below if you are willing to comply with the terms and conditions that it contains. If you will comply, the contract or purchase order between your firm and the City will be reviewed and revised to incorporate this requirement. If you are unwilling to comply, the contract or purchase order will be cancelled.

PLEASE COMPLETE THE FORM ON PAGE 2 OF THIS LETTER AND RETURN IT TO RITA.PEREZ@HAYWARD-CA.GOV OR FAX IT TO (510) 583-3600 no later than Friday, July 14, 2017.

If sent by mail, please direct this to City of Hayward, Attn: Purchasing Division-Living Wage, 777 B Street, Hayward, CA 94541.



To: Purchasing Department

From:

Print/Type Company Name

Print/Type Official Name and Title

Company Address

Signature of Company Official

City/State/Zip Code

Date

Please mark as appropriate in the spaces provided.

Will Comply: _____

Will NOT Comply: _____

Will comply _____, but require adjustment to the schedule of rates and charges incorporated in your Blanket Purchase Order(s).

(Note) Please forward a revised schedule of rates and charges as soon as possible.

Exempt: _____ (Please explain in comments section)

Comments:

