

DISTRIBUTION DATE: \_\_\_\_\_

**MEMORANDUM****TO:** CITY COUNCIL**FROM:** Mayor Libby Schaaf**SUBJECT:** Grant for Homelessness Policy Director**DATE:** December 20, 2019**INFORMATION**

In the spirit of full transparency, this memo provides the City Council with information regarding a grant received for the Homelessness Policy Director in the Office of the Mayor.

As the City grapples with the homelessness crisis, the Mayor has been seeking both public and private resources to develop and implement solutions. The Mayor's Office received a grant from the New Venture Fund to fund the Homelessness Policy Director position in the Office of the Mayor. The grant agreement is attached.

The grant of \$448,374 is for two years (December 8<sup>th</sup>, 2019 through December 7<sup>th</sup>, 2021) and fully funds the salary and benefits of the Homelessness Policy Director position. The salary for the position is \$125,000 per year plus benefits. This grant did not require City Council approval per resolution 87906 C.M.S. (Note: This is not the homelessness position that is included in the FY 21 budget in the City Administrator's Office.)

The Homeless Policy Director will support Mayor Schaaf in her local and state leadership positions, including on Governor Gavin Newsom's Council of Regional Homeless Advisors, the Bay Area Council Economic Institute and the Alameda County Homelessness Working Group. The position will also help to build public-private partnerships to test and evaluate innovative homelessness interventions within Oakland. The Homeless Policy Director serves as a City employee and is housed in the Office of the Mayor on the third floor.

Peter Radu was hired to fill the position beginning on December 9<sup>th</sup>, 2019. Radu served as the Homeless Services Coordinator for the City of Berkeley, where he led the opening of the STAIR Center. He holds master's degrees in Social Welfare and Public Policy from UC Berkeley and a bachelor's degree in psychology from Stanford University.

**HONORABLE MAYOR AND CITY COUNCIL**

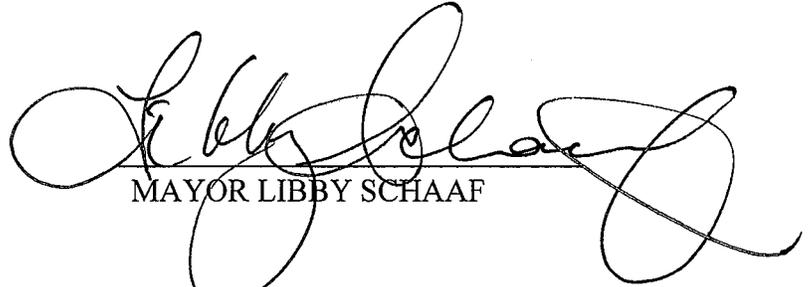
Subject: (Same as page 1)

Date: (Same as page 1)

Page 2

Per the grant agreement, the City will provide the New Venture Fund with an interim report on goals, objectives, results to date and lessons learned in December 2020 and a final report in December 2021. The Mayor will provide these reports to the Council.

--Respectfully submitted,



MAYOR LIBBY SCHAAF

For questions, please contact Elinor Buchen, at 510-238-7439.

Attachments:

Homelessness Policy Director Grant Agreement

**INSTRUCTIONS:**

1. Please review and sign this form.
2. Return electronically to Iris Kong at Iris.Kong@arabellaadvisors.com.

**NEW VENTURE FUND SUBGRANT AGREEMENT**

**GRANT NUMBER:** OAKF – City of Oakland – NVF – 009652 – 2019-11-13

**DATED:** November 13, 2019

The New Venture Fund (“NVF”) and City of Oakland (the “Organization”) hereby agree as follows:

- I. **Legal Status.** Organization represents that it is a local government entity and that it is not a political organization as defined in Section 527 of the Internal Revenue Code. Organization shall notify NVF immediately of any anticipated or actual changes in its legal status.
- II. **Grant Term.** This Grant Agreement (the “Agreement”) shall be effective as of December 8, 2019 (the “Effective Date”), and shall continue through completion, no later than December 7, 2021 (the “Grant Period”).
- III. **Payment Terms.** NVF grants the Organization \$448,374 (the “Grant”) to be paid in the following installments:

\$219,118 On December 8, 2019  
\$229,256 On December 8, 2020

Grant funds must be fully expended during the Grant Period. All contracts and subgrants funded using Grant funds must be completed by the end of the Grant Period.

- IV. **Grant Purpose.** The Grant may be used only for the following charitable, scientific, literary, religious or educational purposes: to fund the Organization’s Homelessness Policy Director to Oakland’s Mayor Libby Schaaf (the “Project”), as described in the proposal that the Organization provided to NVF dated September 17, 2019 and attached hereto as Exhibit A.
- V. **Lobbying and Voter Registration.** So that NVF may comply with United States tax laws and maintain its status as a tax-exempt public charity under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), it is understood that the Organization agrees to the following:
  - A. To use the Grant funds exclusively for charitable, scientific, literary, religious or educational activities consistent with NVF’s tax-exempt status described above.
  - B. Not to use any funds from this Grant for lobbying activities, as described in Section 501(c)(3) of the Code.
  - C. Not to use any funds from this Grant to intervene in any election, to support or oppose any political party or candidate for public office.

- D. To familiarize itself with the federal, state, local and foreign rules and regulations applicable to nonprofit organizations, including but not limited to, (1) lobbying rules under the Code and the Lobbying Disclosure Act ("LDA"), (2) Federal Election Commission ("FEC") rules, including those regarding "electioneering" communications, (3) rules governing political activities, (4) ethics rules applicable to interactions with Members of Congress and Executive Branch officials and entities like NVF that retain or employ lobbyists, and (5) any equivalent rules and regulations applicable to activities conducted in any state, local or foreign jurisdiction, and to obtain training as necessary. Basic lobbying compliance information is provided in Exhibit C. Organization will consult with legal counsel to determine how these rules and regulations apply and comply with all relevant restrictions and reporting requirements.
- E. Not to use any funds to carry on, directly or indirectly, a voter registration drive.
- VI. **Unspent Funds.** The Organization will return to NVF any portion of the Grant not expended or committed to be expended for the Project by the Grant Period end date. To request a no-cost extension of the grant term, the Organization must provide a written request, including reason and new requested end date, to NVF before the end date of the Grant Period. The Organization must receive an amendment to the Grant to expend funds beyond the Grant Period.
- VII. **Reporting Requirements.**
- A. The Organization shall provide NVF with an interim report at the midpoint of the Grant Period. This report shall be due on or before December 7, 2020
- B. The Organization shall provide NVF with a final report that is due to NVF on or before January 8, 2022
- The full report must include the following certification:
- All City of Oakland activities conducted with the Grant funds were and are consistent with charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code, and City of Oakland complied with all provisions and restrictions contained in this Agreement, including, for example and without limitation, those provisions relating to lobbying and political activity.
- C. The Organization shall prepare the reports in accordance with the reporting guidelines attached hereto as Exhibit B.
- VIII. **Separate Account.** The Organization is required to hold the Grant in an account that is used only for charitable, scientific, literary, religious or educational purposes. This segregation may be accomplished through the establishment of a separate general ledger account, fund or cost center, and need not be a separate bank account. The Organization is encouraged to use all interest earned on Grant funds to further the Project; however, a formal accounting of such income is not required.
- IX. **Records.** Organization shall (i) maintain complete and accurate separate accounting for the Grant, detailing receipts and expenditures made under the Grant, and (ii) retain these records during the Grant Period and for at least four (4) years after receipt and acceptance of the final

report. During this time, Organization shall make such records available to NVF (or its designated representatives) for inspection or audit at NVF's expense and on reasonable notice to Organization.

- X. **Monitoring and Evaluation.** NVF may, at its expense and on reasonable notice to Organization, monitor and evaluate operations under this Grant. Such monitoring and evaluation may include on-site visits and/or discussions with Organization's personnel.
- XI. **Publicity.** NVF shall include information regarding the Grant in its periodic public reports, and may include such information in press releases or other publicly available materials.
- XII. **Additional Requirements.** Additionally, the Organization agrees:
  - A. To comply with all applicable laws or regulations in any jurisdiction in which it conducts activities.
  - B. If the Organization's project involves providing services to, interacting with, or communicating with minors, (a) to comply with all applicable laws regarding reporting of child abuse or neglect, (b) to implement child protection policies as required by law and industry best practices, and as outlined in its proposal and/or Exhibit A, and (c) to notify NVF immediately in writing of any material changes to its child protection policies.
  - C. To cooperate with NVF in supplying any additional information or complying with any procedures that any governmental agency might require for NVF to establish that it has observed all requirements of the law with respect to this Grant.
  - D. To notify NVF immediately of any anticipated or actual changes in the president, executive director or other key personnel identified in the Grant proposal, award letter or this Grant Agreement, or of any anticipated or actual merger, consolidation, sale or transfer of all or substantially all of the Organization's assets. The Organization acknowledges that these changes may trigger NVF's review and reassessment of the Organization's ability to meet the purposes of the Grant. Such review may lead to additional grant provisions or other limitations for unexpended funds.
  - E. Not to use NVF's name in any report or other document prepared for distribution outside of the Organization, either in printed or electronic form, with the exception of listing NVF along with other donors in an annual report or Grant application.
  - F. Not to disclose the name of or any information concerning the funder of any NVF project without the explicit written consent of both the relevant funder and NVF.
  - G. To make any data, research, knowledge and other information developed with these Grant funds freely available to NVF. Organization hereby grants to NVF a perpetual, worldwide right and license to use, publish, distribute, reproduce, copy and modify any intellectual property developed with the Grant funds for non-commercial purposes. At NVF's request, the Organization agrees to execute all necessary or appropriate documents and take all other reasonable steps to document or formalize such rights in these materials.
  - H. To use any revenue realized by the Organization from sales or licenses of the intellectual property created or developed with the Grant funds exclusively for the Project or for educational and charitable purposes, and to ensure that such revenue does not inure to the personal benefit of individual(s) or noncharitable entities.
  - I. Not to engage in intentionally deceptive practices that spread misinformation;
  - J. Not to denigrate, discriminate against or encourage others to denigrate or discriminate against any person or group based on factors including, but not limited to, race, nationality, age, religion, mental or physical ability, gender, sex or sexual orientation.

K. Not to regrant any of the Grant funds without NVF's explicit prior approval.

XIII. **International Representations and Warranties.** The Organization hereby represents and warrants that Grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to, the USA Patriot Act of 2001, as amended. The Organization agrees that it is not, and does not employ or associate with, and is not owned, controlled by, or acting for or on behalf of, and that it will take all reasonable steps to ensure that no person or entity expected to receive funds in connection with this Grant is, (1) a "suspected terrorist" as defined in Executive Order 13224; (2) a person that is on the Specially Designated Nationals List maintained by the Treasury Department's Office of Foreign Assets Control; or (3) a person with whom NVF is prohibited from doing business with under any anti-terrorism laws of the United States. The Organization will use reasonable efforts to ensure that it does not support or promote in any way violence, terrorist activity or related training, or money laundering. The Organization represents that none of the activities financed by this Grant violate U.S. laws that prohibit corrupt payments to foreign officials for the purpose of obtaining or keeping business, and acknowledges that the NVF has not authorized any activity that would constitute such corrupt payments. The Organization will use reasonable efforts to ensure that Grant funds are not used to make corrupt payments to foreign officials for the purpose of obtaining or keeping business.

XIV. **Right to Modify or Discontinue Funding.**

- A. NVF reserves the right to discontinue funding of the Grant and terminate this Agreement at any time if NVF determines, in its sole discretion, that: (i) it is not satisfied with the progress of the Grant or the content of any written report, (ii) Grant funds are not being used by Organization in an effective and efficient manner to further the Grant's purpose, (iii) there is any anticipated or actual changes in the president, executive director or other key personnel, (iv) Organization fails to follow industry best practices, including any applicable child protection policies, or (v) Organization has otherwise failed to comply with the terms of this Agreement.
- B. In the event that NVF makes any such determination, NVF shall have the right to (i) discontinue any further payments to Organization and/or (ii) direct Organization to repay to NVF any Grant funds not used in accordance with this Agreement. NVF reserves the right to discontinue, modify, or withhold any payments due under this Grant, or to modify the terms of this Agreement, to comply with any law or regulation applicable to this Grant or to protect and maintain NVF's tax-exempt status under Section 501(c)(3) of the Code.

XV. **Budget Revisions.** Organization must submit a request for a revision to the Project budget under the following conditions:

- A. For grants of less than three hundred thousand dollars (\$300,000), Organization must seek prior written approval from NVF for (i) any Project budget revision that involves moving funds to a previously unfunded line item, or (ii) any Project budget revision that results in a variance of twenty-five percent (25%) or more of any line item.
- B. For grants of three hundred thousand dollars (\$300,000) or more, Organization must seek prior written approval from NVF for (i) any Project budget revision that involves moving funds to a previously unfunded line item, or (ii) any Project budget revision that results in a variance of ten percent (10%) or more of any line item.
- C. Budget Revision requests should detail the original Project budget, requested new budget and variance with explanation.

- XVI. **Release and Indemnity.** To the fullest extent permitted by law, Organization shall release, indemnify, defend and hold harmless NVF and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Organization or any Organization director, officer, employee or agent in connection with this Grant or the Project, except to the extent resulting from the negligent or wrongful acts or omissions of NVF.
- XVII. **Human Subject Research.** If the Grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval and obtaining informed consent of participating research subjects.
- XVIII. **No Waiver.** Failure by either party to require the other party's performance under any provision of this Agreement shall in no way affect such party's right to require full performance under that or any other provision at any time thereafter. In addition, a party's waiver of a breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of the same or any other provision, or constitute a waiver of the provision itself.
- XIX. **Entire Agreement.** This Agreement (a) constitutes the entire understanding of NVF and the Organization with respect to the subject matter herein, and supersedes all prior agreements and understandings, whether oral or written; (b) is made exclusively with the Organization and may not be transferred or assigned to any other organization or person without NVF's prior written approval; and (c) may be amended or modified only by a mutual written agreement between the parties.
- XX. **Notices.** All notices and other communications under this Agreement shall be in writing, and shall be deemed duly given (a) on the date sent by e-mail if sent during normal business hours of the recipient during a business day, and on the next business day if sent after normal business hours of the recipient, (b) if sent via a nationally recognized overnight courier service (delivery receipt requested), with charges paid by the mailing party, on the later of (i) the first business day following the date of dispatch, or (ii) the scheduled date of delivery by such service, or (c) on the fifth business day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the party receiving the notice or communication.

All notices and other communications shall be sent to the following addresses, or such other addresses as the parties may designate from time to time by notice in accordance with this Section XX:

To New Venture Fund:  
Iris Kong  
Iris.Kong@arabellaadvisors.com  
1201 Connecticut Ave. NW, Suite 300  
Washington, D.C. 20036

To City of Oakland:  
Shereda Nosakhare  
snosakhare@oaklandca.gov  
1 Frank. H. Ogawa Plaza, 3rd Floor,  
Oakland, CA 94612

- XXI. **Governing Law.** This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the District of Columbia.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Agreed to and accepted on behalf of City of Oakland :

*Dennis Garner*  
Signature

11/19/2019  
Date

\* see additional signature page

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agreed to and accepted on behalf of the New Venture Fund:

*Sarah Stremmlau*  
Sarah Stremmlau (Nov 22, 2019)  
Signature

Nov 22, 2019  
Date

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## **EXHIBIT A- PROPOSAL AND BUDGET**

City of Oakland will use these funds to fund a position in the Mayor's Office focused on:

- Digging deeply into society's most vexing problems by trying bold, innovative solutions within government.
- Deploying public-private partnerships to quickly pilot innovative homelessness interventions.
  - For example, Cabin Communities are being recognized as a new innovative best practice. They cost roughly half of San Francisco's navigation centers with far higher rates of acceptance as well as positive exits to permanent and supported transitional housing (66%).
  - This innovative model has been praised as "one of the most promising and cost effective homeless shelter innovations I've seen" by Trent Rohrer, Director of SF Human Services Agency and Chair of the Shelter Working Group under Governor Newsom's Council of Regional Homeless Advisors.
  - The Mayor's Office has also partnered with Kaiser and the San Francisco Foundation on "Keep Oakland Housed", which is keeping roughly 100 a families a month from becoming displaced or homeless and served as the basis for Senator Skinner's proposed Keep California Housed legislation.

This position and the programs he/she develops and oversees will clearly further OFPI's work on piloting innovative solutions to end the homelessness crisis in Oakland.

### **HOMELESSNESS POLICY DIRECTOR TO OAKLAND MAYOR LIBBY SCHAAF**

**Open: September 17, 2019 until filled**

**Salary: \$125-150,000 plus City of Oakland benefits**

Oakland Mayor Libby Schaaf seeks a Homelessness Policy Director with a demonstrated willingness to dig deeply into society's most vexing problem, develop, test and evaluate effective, innovative solutions, and successfully advocate for funding and policy changes that can end homelessness. The Homelessness Policy Director will support Mayor Schaaf in her local and state leadership positions, including on Governor Gavin Newsom's Council of Regional Homeless Advisors, the Bay Area Council Economic Institute and the Alameda County Homelessness Working Group. They will help lead advocacy efforts at the state, regional and local levels, as well as test real-time interventions within Oakland to develop proofs of concept and supportive data.

The Policy Director will be deeply engaged in Oakland's response to homelessness. They will also build and utilize public-private partnerships to test and evaluate innovative homelessness interventions. The Policy Director will serve as an employee of the City of Oakland through a grant provided by the Oakland Fund for Public Innovation and work within the Mayor's office.

They will have a small operational budget and seed funding for an innovation fund to test and evaluate new homelessness interventions not currently funded by the City of Oakland.

The successful candidate will be hungry to test real-time solutions within Oakland, as well as leverage Mayor Schaaf's leadership roles at the state and regional levels to make large-scale impacts towards ending homelessness in Oakland, the Bay Area, California and beyond.

Candidates should possess respected experience in the field; ability to envision bold innovations while understanding the realities of government constraints; hunger to think in terms of comprehensive, holistic, racially equitable and regional solutions; understand the roles and interplay between policy, pilots, iteration, evaluation, implementation, scaling and sustaining; ability to work in a demanding, high-paced environment with a deep sense of urgency; ability to understand and advocate within the state, county and local policy-making and funding environments; possess high levels of compassion, curiosity and love for Oakland.

Annual Salary	Year 1	Year 2
\$125,000	\$219,118	\$209,256
<b>Total:</b>	<b>\$448,374</b>	

## **EXHIBIT B- REPORTING GUIDELINES**

NVF Grantees are required to provide the following reports that document the progress of their projects:

**Interim reports:** due dates are indicated in agreement

1. Narrative report (5 pages maximum), including the following information:
  - a. Goals and objectives, with results to date (progress of activities against project objectives)
  - b. Challenges encountered or lessons learned, particularly if progress is not as anticipated.
2. Financial report that details budgeted vs. actual expenditures to date

**Final reports:** due dates indicated in agreement

1. Narrative report (10 pages maximum), including the following information:
  - a. Goals and objectives, with results achieved
  - b. Challenges encountered/lessons learned
  - c. Copies of any publications or media generated as a result of the project
  - d. As stated in Section VII(B) of the Agreement, the full report must include the following certification:

All [ORGANIZATION] activities conducted with the Grant funds were and are consistent with charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code, and [ORGANIZATION] complied with all provisions and restrictions contained in this Agreement, including, for example and without limitation, those provisions relating to lobbying and political activity.

2. Financial report detailing final accounting of budgeted vs. actual expenditures of all grant funding, including the entire project budget and all sources of revenue and expenditures (including grassroots and direct lobbying expenditures, if applicable), in addition to this Grant.
3. List of all intellectual property and assets purchased or created with the Grant.

All reports must be submitted electronically to the address listed on the first page of the grant. Please be sure to indicate the grant number in your reports. For questions regarding reporting requirements, please contact your account manager.

## **EXHIBIT C: ADVOCACY DEFINITIONS**

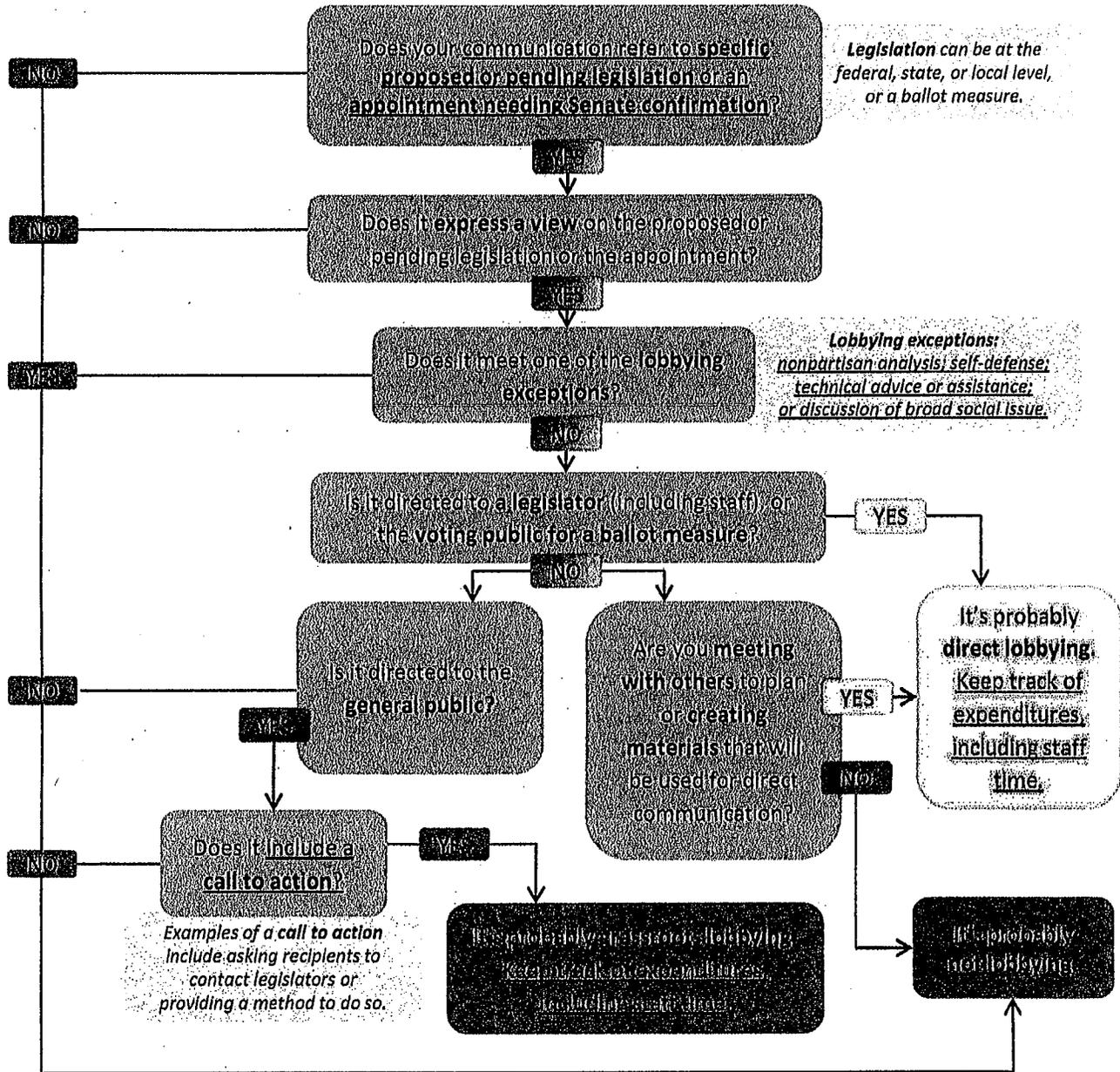
**Please see graphic on next page.**

**Source:** Bolder Advocacy ([www.bolderadvocacy.org](http://www.bolderadvocacy.org))

Please note that the information in this chart applies only to Organizations that have formally elected to measure their lobbying activities under Section 501(h) of the Internal Revenue Code. Please consult with counsel on any questions regarding whether an activity is lobbying, and for guidance on measuring lobbying activity if you are an Organization that has not filed IRS Form 5768.

## IRS Lobbying Flowchart

This graphic can help you determine if your communication is considered lobbying under federal tax law rules for electing 501(c)(3) organizations. It does not cover situations or communications that take place in a candidate election context.



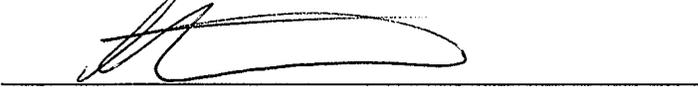
The information contained in this fact sheet and any attachments is being provided for informational purposes only and not as part of an attorney-client relationship. The information is not a substitute for expert legal, tax, or other professional advice tailored to your specific circumstances, and may not be relied upon for the purposes of avoiding any penalties that may be imposed under the Internal Revenue Code. Alliance for Justice publishes plain-language guides on nonprofit advocacy topics, offers educational workshops on the laws governing the advocacy of nonprofits, and provides technical assistance for nonprofits engaging in advocacy. For additional information, please feel free to contact Alliance for Justice at 866-NPLOBBY.

Receipt of Grant Authorized by City Resolution 87906 C.M.S.

Agreed to and accepted on behalf of City of Oakland:

  
\_\_\_\_\_  
Signature

12/20/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Attorney  
*Approved as to form and legality*  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

12/20/19  
\_\_\_\_\_  
Date

Agreed to and accepted on behalf of the New Venture Fund:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_ Title: \_\_\_\_\_