January 13, 2015

The Honorable Board of Supervisors
County Administration Building
Oakland, California 94612

Dear Board Members:

SUBJECT: APPROVE AMENDMENT No. 1 TO PROCUREMENT CONTRACT No. 9104 WITH ALAMEDA COUNTY DEPUTY SHERIFF’S ACTIVITIES LEAGUE

RECOMMENDATION:

Approve Amendment No. 1 to: Procurement Contract No. 9104 with the Alameda County Deputy Sheriffs’ Activities League (DSAL) (Principal: Hillary Bass, Executive Director; Location: Ashland/Unincorporated Alameda County) for farm warehouse rehabilitation, extending the term of the contract period of 7/1/2013 to 12/31/2014 by six months through 6/30/2015 with no change in the contract amount of $249,450.

SUMMARY/ DISCUSSION:

On July 16, 2013, your Board authorized the contract with DSAL to upgrade an existing warehouse on the former Alameda County Animal Shelter on Fairmont Boulevard to hold coolers for produce and provide a facility for packing produce for distribution. The project will provide fresh fruits and vegetables to Ashland and Cherryland residents, in addition to providing job opportunities to low income residents. Dig Deep Farms and Produce currently grows food on 8.5 acres of farmland in Ashland and Cherryland and sells the produce to community residents, restaurants and institutional customers. DSAL is requesting additional time on the warehouse project due to the start of construction on the project being delayed by several months in order to execute a Memorandum of Understanding (MOU) with the General Services Agency (GSA). Your Board approved the MOU on December 16, 2014. The project can now move forward and start construction in early February. The current contract expired on December 31, 2014.

SELECTION CRITERIA AND PROCESS:

In January 2013, a Notice of Funds Available (NOFA) was sent to identified neighborhood groups and local nonprofit agencies as well as persons who had contacted the Community Development Agency’s Housing and Community Development Department (HICD) to receive such notices. In February 2013, seven
proposals were received including DSAL’s proposal. All eligible proposals were rated and ranked. On May 14, 2013, presentations were made to the Housing and Community Development Advisory Committee (HCDAC) to allocate the CDBG funds. The HCDAC reviewed staff recommendations and voted unanimously to recommend FY13/14 funding for DSAL.

The Auditor Controller’s Office of Contract Compliance has reviewed and issued Federal Grant Fund waiver #F542-A for this contract.

FINANCING:

This contract is funded from a multi-year federal grant. Contract appropriations and associated encumbrances will be budgeted in respective fiscal years with offsetting revenues that will be drawn on a reimbursement basis. All $249,450 in funds for these contracts and associated administration are in CDA’s 2014/2015 budget. Amounts per fiscal year may change due to the needs of the project and/or changes in the project’s schedule. HCD will make adjustments at year’s end to the unused appropriations and budget rollovers in conformance with grant reimbursement guidelines. No additional appropriations are required and there is no Net County Cost as a result of this action.

Very truly yours,

Chris Bazar, Director
Community Development Agency

cc: Susan Muranishi, County Administrator
    Steve Manning, Auditor-Controller
    Donna R. Ziegler, County Counsel
    Richard Conway, County Administrator’s Office
    Heather M. Littlejohn, Office of the County Counsel
    U.B. Singh, CDA Finance Director
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
CDBG CONTRACT AMENDMENT No.1
BETWEEN
ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE
AND
THE COUNTY OF ALAMEDA

THIS FIRST AMENDMENT, entered into on the 27th day of January, 2015 modifies the Contract (No.9104) entered into on the 16th day of July, 2013 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County"), and ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE ("Contractor") for CDBG services.

WHEREAS, on July 16, 2013, the County and Contractor entered into the Contract (No.9104) for CDBG services (the "Agreement"); and

WHEREAS, the County and Contractor desire to amend the Agreement to extend the term of the Agreement to accommodate necessary changes to the project timeline.

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

A. Section II.A of the Agreement is amended to remove: "The term of this Agreement begins on July 1, 2013, and ends on December 31, 2014,..." and replace it with, "The term of this Agreement begins on July 1, 2013, and ends on December 31, 2015,..."

B. Exhibit A – Scope of Work and Budget to the Agreement is replaced with the Scope of Work and Budget in EXHIBIT A (rev. 1/8/15), attached to this Amendment No. 1.

C. Except as provided for in this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the 27th day of January, 2015.

ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE
By: ____________________________ By: ____________________________
Signature
Name of Person Authorized to Sign Contract

Executive Director
Title

COUNTY OF ALAMEDA
By: ____________________________
President, Board of Supervisors
Date

Approved as to Form:
Donna R. Ziegler, County Counsel
By: ____________________________
Heather M. Littlejohn, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this First Amendment to the Agreement in his/her authorized capacity and that by his/her signature on this First Amendment to the Agreement, he/she or the entity upon behalf of which he/she acted, executed this First Amendment to the Agreement.
EXHIBIT A Amendment No.1 (rev. 1/8/15)

ALAMEDA COUNTY WORK PROGRAM
BETWEEN
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
ALAMEDA COUNTY DEPUTY SHERIFFS’ ACTIVITIES LEAGUE

JULY 1, 2013 THROUGH DECEMBER 31, 2015

1. CONTRACTOR shall use the CDBG funds subject to this contract to develop the property located at the site of the decommissioned Alameda County Animal shelter on Fairmont Drive. The site will be developed to create a food packing and distribution center, and commercial kitchen serving as an urban agriculture food hub for aggregation and distribution of fresh, healthy, local food for residents of unincorporated Alameda County.

2. CONTRACTOR shall meet all requirements outlined in the Request for Proposals under which this contract has been awarded issued January 2012 and 2013, unless otherwise approved by the Housing Director or designee.

3. CONTRACTOR shall have primary responsibility for carrying out all phases of the development, including but not limited to, securing additional financing; obtaining planning approvals; construction; and submission of required reports on a regular basis. All actions related to the development of the project shall be reviewed and approved by the Housing Director or designee prior to commencement.

4. CONTRACTOR must have its own insurance. It must include general liability, auto, workers’ compensation, builder’s risk and property insurance (upon completion). In the general liability coverage, the County must be named as an additional insured. Ongoing insurance requirements after construction completion are outlined in the Regulatory Agreement.

If CONTRACTOR will hire subcontractors at a later date, it is the CONTRACTOR’s responsibility to ensure that its subcontractors carry all insurance as required by the County prior to the start of the construction.

5. CONTRACTOR shall enter into and be bound by a Regulatory Agreement. CONTRACTOR shall record against the property the Regulatory Agreement, which shall specify term of use, maintenance and management standards, and other related requirements as part of the funding and RFP. In the event of a conflict between this CONTRACT and the Regulatory Agreement, the Regulatory shall prevail. The Housing Director or designee shall set the terms and conditions of such Regulatory.

6. CONTRACTOR shall meet specific time lines for the following tasks:
   
   A. Begin Construction
   B. Construction Completion
   C. Move and install Equipment
   D. Close-Out Report (see Exhibit B for details)

   February 28, 2015
   September 30, 2015
   October 2015
   December 15, 2015
7. CONTRACTOR shall comply with the following additional requirements:

A. **Environmental Review**: All requirements under the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) must be complied with.

B. **Davis-Bacon**: CONTRACTOR is responsible for wage requirements if applicable.

C. **Prevailing Wage**: CONTRACTOR shall pay State prevailing wages if applicable.

D. **Competitive Bidding**: COUNTY requires competitive bidding of all construction and professional services contracts arising from the use of its funds.

E. **Construction Contract**: For record keeping purposes, the following items are required to be submitted prior to construction start:
   - Inspection Reports for Rehab Projects
   - Final Work Write Up – Cost Estimation
   - Contractor Bid Documents
   - Results of Bids
   - Contractor Eligibility Form
   - Contractor’s Certificate of Insurance
   - Evidence of Contractor Licensure
   - Debarment List-Proof that General or Subcontractors are not suspended
   - Pre-Construction Conference Report
   - Lead-based Paint Compliance Documentation
   - New Construction or Rehabilitation Contract
   - Notice to Proceed
   - Asbestos Report

During Construction, the following are required to be submitted as part of the monthly reporting requirements:
1. Approved Change Orders
2. Contractor Payment Requests (we have list of payments – not copies)
3. Payment Certifications

After Construction Completion, and prior to release of retention, the following are required to be submitted to HCD as part of the close our report:
1. Documentation of Final Inspection
2. Lien Release and Final Lien Waivers for GC and all Sub-contractors
3. Receipt of Final Payment Form
4. Certificate of Occupancy
5. Notice of Completion

F. **Section 504 Disabled and Senior Access**: CONTRACTOR must meet the requirements of the Americans with Disabilities Act, among other local, state, and federal laws. Projects with any federal funds must also meet the more stringent accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (24 CFR 100.205 and Part 8). Section 504 calls for fully accessible common areas, among its numerous
requirements CONTRACTOR and project architect must make a written certification of compliance with Section 504, Title 24, and ADA. Title 24 and ADA will also impose accessibility requirements on buildings.

G. Section 3 Local Low to Moderate-Income Hiring: CONTRACTOR must work with the COUNTY to meet Federal requirements for local and low to moderate-income employment. This includes making an affirmative effort to hire Section 3 residents or businesses when new employment opportunities are available. CONTRACTOR must advertise employment opportunities in places where Section 3 residents and businesses are located. CONTRACTOR must track and report on new and existing Section 3 business and residents hired or retained for this CONTRACT.

H. Lead-Based Paint: The use of lead-based paint on HCD funded projects is prohibited. Testing and abatement of lead-based paint in federally-funded rehabilitation projects may be required. Projects must follow the federal guidelines.

I. Non Discrimination: CONTRACTOR must agree not to discriminate on the basis of race, color, ancestry, national origin, religion, gender, sexual preference, age, marital status, family status, source of income, physical or mental disability, HIV/AIDS, or any other arbitrary basis in the course of carrying out contracted activities, as well as in the ongoing operations and management of the project for the full term of the regulatory agreement.

J. Reporting: CONTRACTOR shall be responsible to HCD for ongoing reports on the progress and condition of the project.

   a. During Construction - CONTRACTOR shall provide information on the progress of the project to HCD as part of request for funding. See paragraph F for more details.

   b. Close Out Report - Before the County shall release retention, Contractor shall provide the following close out materials
      i. MBWBE & Section 3 reporting form
      ii. Cost certification/project audit/Final Sources and Uses
      iii. Completion Certificate
      iv. Lien Releases and final payment certification
      v. Final Report on Section 504 (list of which areas are accessible)
      vi. Final Report on Title 24
      vii. Funding Source Close-out Report
      viii. Environmental Clearance/Mitigation Documents

   c. Quarterly Reports - For the first year after the project is completed, CONTRACTOR shall submit to HCD quarterly reports not more than 60 days after the end of each quarter. These reports shall include financial statements, operating budgets, actual vs. budget, workforce reports and a cash flow proforma. These requirements are more clearly detailed in the regulatory agreement.
PROGRAM BUDGET – Amendment #1 (rev. 1/8/15)

ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE
DIG DEEP FARMS AND PRODUCE

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Hillary Bass
Name of Person Authorized to Sign Contract

COUNTY OF ALAMEDA

President, Board of Supervisors

Date

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