



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Agenda Item _____ February 9, 2021

Chris Bazar
Agency Director

January 26, 2021

224 West Winton Ave
Room 110
Hayward, California
94544-1215

phone
510.670.5333
fax
510.670.6374

www.acgov.org/cda

The Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE CONTRACT NO. 21612 WITH ABODE SERVICES FOR PROVISION OF RAPID RE-HOUSING SERVICES FUNDED BY EMERGENCY SOLUTIONS GRANT CORONAVIRUS (COVID-19) AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) FUNDS FROM THE CITY OF BERKELEY (\$2,100,000)

RECOMMENDATIONS:

- A. Approve a Standard Services Agreement (Procurement Contract No. 21612) with Abode Services (Principal: Louis Chicoine; Location; Fremont) for rental assistance activities funded by Emergency Solutions Grant Coronavirus (COVID-19) Aid (ESG-CV) for the partially retroactive period of 1/1/21 – 9/30/22, in the amount of \$2,100,000;
- B. Adopt a Resolution waiving the competitive bidding process with respect to this contract; and
- C. Authorize the Agency Director, or his designee, to negotiate and execute the agreement subject to review and approval as to form by County Counsel, and submit executed copies to the Clerk of the Board for filing.

SUMMARY/DISCUSSION:

The Emergency Solutions Grant (ESG) program funded by the Federal Department of Housing and Urban Development (HUD) provides funding to engage and support individuals and families experiencing homelessness. Within Alameda County, there are three HUD entitlement grantees for the ESG program: the City of Oakland, the City of Berkeley, and the Community Development Agency's (CDA) Housing and Community Development Department (County HCD) for the Urban County jurisdiction (consisting of the five smallest cities and the unincorporated areas of the county). In addition, the California Department of Housing and Community Development (State HCD) receives funding from HUD for all the jurisdictions in the state which do not receive a direct entitlement grant. Through this program, Alameda County HCD receives ESG funding for the remaining cities in the county.

On March 27, 2020 the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act was signed into law and allocated roughly \$2 trillion in federal relief for the COVID-19 Public Health Crisis, including \$339.8 billion to be directed towards state and local governments intended to “prevent, prepare for, and respond to Coronavirus.” The CARES Act includes increased funding and allocations within the ESG program (referenced as ESG-CV funds). All three of the entitlement jurisdictions within Alameda County received additional funds from the CARES Act, as did State HCD.

Within Alameda County, the Cities of Oakland and Berkeley, and the remaining cities prioritized the use of ESG funds for Project Roomkey exits to housing for the most vulnerable populations affected by COVID-19. Project Roomkey has been funded by CARES ACT Relief funds, and FEMA funds. A streamlined single point of contract program was developed identifying Abode Services as the provider to identify and secure housing and ensure standardized services for those exiting Project Roomkey sites. Additional funds from many sources will be used to fund the Project Roomkey exits, with multiple contracts from various funding sources coming to your Board for approval.

On January 12, 2021 (Item No. 14), your Board approved an agreement with the City of Berkeley to allow County HCD to administer a portion of Berkeley’s ESG-CV funds for Project Roomkey Hotel exits, rental assistance and Homeless Management Information System (HMIS) support to homeless residents in Berkeley. The contract under consideration provides Berkeley funds to Abode Services as part of the coordinated Project Roomkey exit plan for short and medium-term rental assistance for persons experiencing homelessness. This contract will serve unsheltered and/or high-risk Berkeley residents currently residing in Project Roomkey (PRK) Hotel sites and identified through Coordinated Entry, to transition to permanent housing. This effort will support a countywide response and collaborative jurisdictional efforts; HCD will return to your Board with an amendment to this contract to add ESG-CV rental assistance funds committed by the City of Oakland. Rental assistance funds within this contract are anticipated to support 78 Berkeley households to secure long-term permanent housing, including rental subsidies of up to 12 months and landlord incentives. ESG-CV funds have an expenditure deadline of September 30, 2022.

SELECTION CRITERIA/PROCESS

For system-wide coordination of funding and services to those exiting the Project Roomkey Hotels, HCD is requesting that the competitive bid process with Abode Services be waived as there is an immediate need to continue the work of housing those homeless who have sheltered in the Project Roomkey due to the COVID-19 pandemic. Abode Services currently provides rental assistance support at Project Roomkey Hotel sites with State and Urban County ESG-CV funds; the intent of this contract is to ensure coordinated services across all sites, regardless of which source of ESG-CV funding covers the rental assistance.

Abode Services is a local nonprofit Community Based Organization and is therefore exempt from Small, Local, Emerging, Business Program requirements. However, the Office of the Auditor-Controller has issued Federal SLEB Waiver No. F1830, expiring 9/30/2022 for this contract.

FINANCING:

Funding for this contract in the amount of \$2,100,000 will come from ESG-CV CARES Act funds from HUD, allocated to the City of Berkeley and administered by HCD. Partial funding in the amount of \$844,800 is included in CDA's FY 2020-2021 budget; the remaining balance of \$1,255,200 will be requested in subsequent fiscal years. Contract expenditures may change from one fiscal year to another due to the needs of the project and/or changes in the project schedule. HCD will make year-end adjustments to the unused appropriations and budget rollovers in conformance with the ESG-CV grant and contract reimbursement guidelines. There is no increase in Net County Cost as a result of this action.

VISION 2026 GOAL:

Programs funded by the ESG-CV funds from HUD meet the 10x goals pathway to **Eliminate Homelessness** and **Eliminate Poverty and Hunger** in support of our shared vision of **Thriving and Resilient Populations** and **Safe and Livable Communities**.

Very truly yours,

DocuSigned by:



Chris Bazar, Director

Community Development Agency

cc: Susan S. Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Melissa Wilk, Auditor-Controller
Jennifer Schulz, County Administrator's Office
Heather M. Littlejohn, Office of the County Counsel
Sandra Rivera, Community Development Agency

**CONTRACT
BY AND BETWEEN
ABODE SERVICES AND THE COUNTY OF ALAMEDA**

THIS AGREEMENT made and entered into on January 1, 2021, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "County" and Abode Services, a California non-profit corporation, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain provision of certain services which are more fully described in Exhibit A hereto ("Emergency Solutions Grants Coronavirus (COVID-19) Aid, Relief, and Economic Stimulus (CARES) Act allocation (ESG-CV)); and

Whereas, the County has entered into Agreement with the City of Berkeley to administer Emergency Solutions Grant CARES Act (ESG-CV) Program funds on behalf of the United States Department of Housing and Urban Development (HUD); and

Whereas, the activities of the Contractor under this Agreement with the County shall be governed by the conditions of the Grant Agreement between the City of Berkeley and the United States Department of Housing and Urban Development; and

Whereas, County desires to obtain rapid rehousing services (hereinafter, "RRH") which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide rapid rehousing rental assistance for unsheltered Alameda County residents who are currently or formerly experiencing homelessness, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Program Description and Performance Requirements
- Exhibit B Terms and Conditions for Payment
- Exhibit B1 Program Budget
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit G The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from January 1, 2021 through September 30, 2022.

The compensation payable to Contractor hereunder shall not exceed \$2,100,000 (*two million, one hundred thousand dollars*) for the term of this Agreement.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

ABODE SERVICES

By: _____
Signature

By: _____
Signature

Name: Chris Bazar
(Printed)

Name: Louis Chicoine
(Printed)

Title:
Director, Community Development Agency

Title: Executive Director

Date: _____

Date: _____

Approved as to Form:
DONNA ZIEGLER, County
Counsel, County of Alameda

By: _____
Heather Littlejohn
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Tax Identification Number: 94-3087060

DUNS Number: 149528593

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss,

damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the

general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 246.3, 246.4, 246.6, 248.3, 248.22; 24 CFR 200.31,

1003.608; 28 CFR 83.630, 83.670, 29 CFR 95.13, 97.35, 1470.35; 34 CFR 84.630, 84.670, 206.4, 222.19, 225.3, 226.3, 270.6, 280.3, 303.3, 350.4; 45 CFR 75.205, 75.213, 630.630, 630.670, 1325.9, 1329.3, 1330.2, 1355.30, 1370.3, and Executive Orders 12549 and 12689.

b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply

regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Housing and Community Development Department
224 W. Winton Ave., Room 108
Hayward, CA 94544
Attn: Housing Director

To Contractor: ABODE SERVICES
40849 Fremont Blvd.
Fremont, CA 94538
Attn: Louis Chicoine

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no

person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension,

termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its rapid re-housing rental assistance for unsheltered Alameda County residents who are currently or formerly experiencing homelessness shall not exceed \$2,100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**
Contractor is a non-profit community-based organization providing services on behalf of County directly to County clients and is thus exempt from SLEB requirements.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor

may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any

patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A
DEFINITION OF SERVICES**

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contractor Name: Abode Services
Program Name: ESG-CV Rapid Re-housing (ESG-CV RRH)
Contracting Department: Community Development Agency (CDA),
Housing and Community Development (HCD)
Contract Period: 1/1/21 – 09/30/22
Contract Amount: \$2,100,000

I. Background/General

Contractor shall provide County’s Housing and Community Development (HCD) Department with Emergency Solutions Grant (ESG) Rapid Re-housing (RRH) services, as defined by the U.S. Department of Housing and Urban Development (HUD) ESG regulations (24 CFR Part 576), which includes short- and medium- term rental assistance (Part 576.106). Eligible uses also include, but are not limited to, those established by the following: HUD Availability of Waivers Memorandum issued April 1, 2020; HUD Community Planning & Development Memorandum issued May 22, 2020, HUD Community Planning & Development Notice 20-08 issued on September 1, 2020 (CPD-20-08); and any subsequent waivers, amendments, memorandums or replacements to the Notice.

This contract is funded with Emergency Solutions Grants Program (ESG-CV) funds under the Coronavirus (COVID-19) Aid, Relief, and Economic Security Act (CARES Act). The purpose of ESG-CV funds is to prevent, prepare for, and respond to the coronavirus pandemic. As a part of Alameda County’s COVID-19 response, Contractor shall use funds provided under this contract to assist those experiencing homelessness to obtain permanent housing. “Homeless” is defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

County seeks to establish a program to secure safe and stable housing with appropriate supports for participants and accompanying household members exiting Project Roomkey (PRK) isolation housing sites within the County. In furtherance of this effort, Contractor shall provide RRH rental assistance, and housing relocation and stabilization services to support households experiencing homelessness to move as quickly as possible into permanent housing and achieve stability in that housing.

Funds shall not be spent for expenses other than those listed in Exhibit A, and B, without prior approval by the County. This will include Contractor’s certification of non-duplication of benefits (see Exhibit A-1) as well as a certification from each household served.

II. Target Population, Referral Process and Eligibility

1. This program will serve homeless households who have been guests in Project Roomkey non-congregate shelter sites and live in Alameda County. The target population, identified as a priority population within the County’s Coordinated Entry System (“CES”), will be identified by staff at Alameda County Health Care Services Agency (“HCSA”) and referred to Contractor.
2. Referral Process to Program
ESG-CV rapid rehousing referrals shall be provided through the County’s CES, the system for referring eligible applicants using prioritization. Contractor is required to receive referrals for their project through the CES.
3. Participant Eligibility Criteria for Program:
 - A. Literally homeless in or from Berkeley without other identified housing options at the time of referral;
 - B. Able to live in the community (non-licensed facility) with existing or planned and established supports;
 - C. Documentation requirements:
 - i. Completed coordinated entry assessment in the Homeless Management Information System (HMIS)
 - ii. Verification of homelessness (document chronic homelessness eligibility when appropriate for participant households to maintain eligibility for other HUD resources targeted to this group)
 - iii. If participants self-report a disability and are not currently receiving Social Security disability income (SSDI) or Supplemental Security Income (SSI), provide written verification that the participant is working with a Social Security advocate on their SSDI/SSI benefits application and include advocate’s contact information in HMIS
 - iv. Other documents, as required by HUD ESG-CV regulations

III. Program Information and Requirements

Contractor shall provide the services listed below to administer the RRH project according to HUD ESG-CV Program requirements. The rental subsidy funding approach must comply with ESG-CV regulations outlined in HUD Notice CPD-20-08.

1. Provide rental assistance (i.e. financial rental subsidies) with a target to support approximately 78 households throughout the term of the Agreement.
 - A. Core components of RRH include housing identification, move-in and rental assistance, and case management services.

- B. Rental assistance shall include short-term (0-3 months) and medium-term (3-12 months) support. Based upon current HUD guidance, 24 CFR 576.106(a)(2) is waived and an alternative requirement is established for more than 3 months but not more than 12 months.
2. Provide additional move-in financial assistance or resources as needed for referred households including, but not limited to, first-month rent, utility setup fees, household furnishings, and essential household items, in accordance with Regulations regarding Financial Assistance, and Service Costs (24 CFR 576.103).
3. Identify and secure housing units for participants, in accordance with Regulations regarding Financial Assistance, and Service Costs (24 CFR 576.103), including the following:
 - A. Cultivate and sustain relationships with property owners and management companies to secure housing and to expand the number of available units in North County and primarily in Berkeley. Abode shall make every effort to match a minimum of 50% of the 78 households to units in Berkeley. Contractor shall document and track efforts to expand the number of available units in Berkeley and shall provide landlord portfolio and documented efforts for County review, as requested.
 - B. Support property owners and managers when issues arise, including operating a 24/7 property owner/manager hotline.
 - C. Operate a property owner/manager incentive and risk mitigation fund as a strategy for engaging and retaining participation in this program, consistent with HUD Notice CPD-20-08, which limits landlord incentives to no more than three times the rent charged for the unit and include eligible costs as follows:
 - i. Signing bonuses equal to up to 2 months of rent;
 - ii. Security deposits equal to up to 3 months of rent;
 - iii. Paying the cost to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit; and
 - iv. Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.
 - D. Assist referred participants to complete and organize housing move-in paperwork including lease, subsidy participation agreement, and other required documents.
 - E. Collaborate with participant's housing supportive service provider (assigned by HCSA).
 - i. Contact the housing supportive service provider within 5 business days of receiving a referral from HCSA.
 - ii. Contact will include a discussion around participant's needs and preferences that will likely support housing success, exchange of program staff contact information including email, office and cell phone numbers and discussion of timelines.
 - iii. Contact the housing supportive service provider within 1 business day of an observed or reported housing problem so that service provider can immediately contact the participant and provide housing support.

- iv. On a case by case basis, housing supportive service provider may be asked to participate in planning around housing problems that are on-going or escalating to an exit as a way to provide essential information needed to preserve a participant's housing placement.
- F. Assign a sufficient number of staff to perform the required work to meet the requirements of property owner liaison and subsidy management services described in detail below.
- G. Housing Habitability: Administer rental subsidies for referred participants to ensure habitable living conditions consistent with ESG-CV requirements and rental subsidy administration standards.
 - i. Develop and implement an ESG Habitability Housing Quality Standards (HQS) Combined Inspection Form, which complies with ESG-CV regulations.
 - ii. The ESG Habitability HQS Combined Inspection Form will be completed for each unit at initial rent up, annually, and subsequently at the request of HCD or participant if a concern with the unit or building property is identified.
- H. Conduct initial, periodic, and annual verification of participant income and family composition for each household and adjust contribution to rent accordingly.
- I. Conduct housing search updates for participants and review and obtain signatures on documents outlining program guidelines and expectations (demonstrating that Contractor communicated to the participant in writing about the parameters of the program).
- J. Ensure the completion of a Housing Subsidy Participation Agreement with each participant household.
- K. Conduct inspections of all units prior to executing or renewing lease agreements, at least once a year thereafter, and more frequently, if necessary, per request from household, property manager/owner, or service provider. Unit Inspection requirements may be waived, in accordance with ESG-CV guidance.
- L. Verify and document on file property ownership and management relationships and valid rental agreements prior to executing Housing Assistance Payment contracts.
- M. Negotiate rents for all units passing inspection. Calculate participant's rent and housing subsidy payments (participant will pay 30% of their adjusted household income).
- N. Ensure and document rental amounts meet rent reasonableness standards (as established under 24 CFR 982.50) set forth by ESG-CV requirements.
- O. Approve all leases and execute Housing Assistance Payment contracts with property owners, or designated management entity.
- P. Process rental assistance subsidy payments to property owners on a monthly basis in accordance with mutually agreed upon Housing Assistance Payment agreements.
- Q. Provide a security deposit for eligible units. The total security deposit paid for a unit that passes Housing Quality Checklist is not to exceed the amount of three months of the contract rent for the unit (HUD Notice CPD 20-08).

- R. If requested by a property owner, process damage claims for units that have been vacated and damaged by program participants, or for units currently occupied, for damages in excess of the amount that can be covered by the security deposit after taking into consideration any rental arrears or other reasonable costs.
 - i. The damage claim is not to exceed \$4,000 when repair damages incurred by the participant are not covered by the security deposit or are incurred while the participant is still residing in the unit.
- S. Provide to County certification of non-duplication of benefits.

IV. Program Design: County/Contractor Roles

Contractor shall administer RRH rental subsidies funding and will comply with ESG-CV rapid rehousing regulations.

Role of Housing and Community Development (HCD)

HCD staff members will:

1. Work closely with Contractor to ensure clear roles and responsibilities, referral pathways, and workflows.
2. Provide direction to the Contractor in areas relating to policy, information and procedural requirements, including compliance with ESG-CV regulations and applicable waivers.
3. Review quarterly reporting and monthly invoices and process invoices for payment.
4. Monitor the performance of the Contractor and other associated housing service contracts in support of the daily operation of this agreement.
5. Coordinate with HCSA on oversight and overall program coordination.

Role of Health Care Services Agency (HCSA)

HCSA staff members will:

1. Identify all participant households that will receive a rapid rehousing subsidy and other support through this agreement.
2. Conduct initial verification of income and household composition for each household triaged through the Coordinated Entry System and identified for inclusion in the ESG-CV project.
3. Identify ESG-CV project (Oakland, Berkeley, County, State) enrollment to Contractor.
4. Refer approved households to Contractor for housing search assistance and subsidy administration or housing search assistance alone, for those with access to a permanent housing subsidy.
5. Ensure that all households referred to Contractor have a Housing Support Service Provider assigned to them.

Role of Contractor

Contractor agrees to:

1. Accept referrals for this program from HCSA.
2. Identify safe, decent, and affordable housing countywide. Housing can include non-profit, affordable, and private market housing. Housing can be scattered site or project

based and, to the highest degree possible, it will reflect participant choice and preferences.

3. Abide by all other program requirements, regulations and standards for administering rental assistance as discussed in this Exhibit A.

V. Coordination

Contractor shall:

1. Convene and/or attend regularly scheduled and as needed coordination and/or team meetings with County and community-based partners.
2. Coordinate regularly, at least monthly, with each participant's housing support service provider, and document communications in HMIS notes.

VI. Quality Assurance

Contractor shall:

1. Maintain necessary data and tracking systems and submit all reports as requested by HCD in a timely manner.
2. Maintain participant household files that include all ESG-CV required documents as well as Housing Subsidy Participation Agreement, Housing Assistance Payment contract, copy of social security card (if available), homelessness verification, income verification, rent reasonableness verification and supporting documentation, rental subsidy calculation, subsidy "certificate" or participant household notification about subsidy, rental/lease agreement, housing subsidy participation agreement, three-party subsidy agreement or contract (participant, owner/manager, subsidy administrator), initial and follow-up HQS inspections, role clarification document with housing supportive services provider, written communications/correspondence with property owner/participant/housing support service provider, documentation of applications for other affordable housing programs, and copies of third-party housing subsidy administration documents, when appropriate.
3. Enter program data into HMIS in one of the four RRH designated projects (Oakland, Berkeley, Urban County, State). For anyone receiving a subsidy through this contract, a HMIS project enrollment, assessment, and exit will be inputted by the Contractor. Contractor will identify the staff landlord liaison contact person in the contact tab within HMIS for all assisted households. Timely and accurate data entry is required, due to frequency of ESG-CV reporting requirements.
4. Maintain written copies of incident reports and written copies of how incidents were resolved. Incidents include death, assault, serious injuries, major disturbances, etc. Provide notification to HCD within one business day and copies of incident reports to HCD within four business day of an incident taking place.
5. Maintain data tracking systems to ensure that accurate building and participant information is always available. Information should include, at a minimum: participants' name, address, move-in date, date upon which maximum subsidy term would be reached,

monthly rent amount and due date, third party rent payer (if applicable), security deposit (original deposit and interest, if any), and rent breakdown to include participant portion and subsidy amount. Generate and maintain complete hard copy and electronic files accessible to authorized staff and HCD, as requested.

VII. Financial Management

Contractor shall:

1. Issue checks to housing provider (e.g. landlord) and vendors for subsidies, goods, and services as approved within ESG-CV program regulations.
2. Maintain an electronic accounting system to document all use of funds and issue a minimum of quarterly financial reports to HCD.
3. Retain invoices, receipts and documentation for all expenses included on financial reports and make available to HCD upon request.
4. Ensure expenditures and program implementation are consistent with ESG-CV program guidelines.

VIII. Reporting & Evaluation Requirements

A. Process Objectives and Performance Measures

Contractor shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

Process Objective: Contractor shall assist a target of approximately 78 households with securing and moving into a permanent housing situation.

Performance Measure (“How Much”):

- a. # participants assisted with securing and moving into a permanent housing situation.
- b. # households assisted with securing and moving into a permanent housing situation.

B. Impact Objectives and Performance Measures

Contractor shall meet the following outcomes:

Impact Objective: At least 80% of enrolled participants shall exit to permanent housing.

Performance Measure (“Is Anyone Better Off”): % enrolled participants exited to permanent housing.

C. Other Reporting Requirements

Contractor shall comply with the following:

1. All budgeted expenditures shall be limited to eligible expenses defined by the U.S. Department of Housing and Urban Development Emergency Solutions Grant Program Regulations (24 CFR Part 576) and ESG-CV waivers and allowances. Contractor is responsible for knowing and following these regulations.

2. Contractor shall use its best efforts to expend 100 percent of all ESG-CV funds allocated to it under this Agreement and/or subsequent Agreement by September 30, 2022, the expenditure deadline. The County will actively monitor the Contractor's expenditures on a monthly basis.

Per State and HUD guidelines, the following alternative requirements are established for ESG-CV funds:

- a. At least 20 percent of the contract amount funded must be invoiced before July 1, 2021.
 - b. At least 40 percent of the contract amount funded must be invoiced before September 1, 2021.
 - c. At least 60 percent of the contract amount funded must be invoiced before November 1, 2021.
 - d. At least 80 percent of the contract amount funded must be invoiced before January 1, 2022.
 - e. The total contract amount must be invoiced before September 30, 2022.
3. ESG-CV funds provided under this Agreement may not be used for expenditures made prior to January 1, 2021.
 4. Contractor must undertake continuous quantitative and qualitative evaluation of the Definition of Services as specified in this Agreement and shall make quarterly written reports to County.
 - a. The quarterly written reports shall include, but shall not be limited to the following data elements:
 - i. Title of program, listing of components, description of activities/operations.
 - ii. Performance Metrics - the projected goals, indicated numerically, and the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
 - iii. Beneficiaries - provide a Consolidated Annual Performance and Evaluation Report (CAPER) for the duration of the quarter period, reflecting on the total number of persons-served. CAPER shall be extracted from the County's Homeless Management Information System (HMIS) and shall not exceed data in excess of 5% of null values.
 - iv. Other data as required by County.
 - b. Contractor shall submit quarterly reports in a format approved by the County. See Exhibit B (6.d).

D. Additional Requirements

1. Invoices may only cover costs incurred between January 1, 2021 and September 30, 2022.

Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term: Louis Chicoine, Executive Director. Contractor agrees that it shall not transfer or reassign the participants identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or participants in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

2. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
3. Contractor will maintain all required licenses and special permits issued by federal, state, and local agencies related to the services it provides.

[END OF EXHIBIT]

**EXHIBIT B
EMERGENCY SOLUTIONS GRANTS (ESG-CV) PROGRAM
ABODE SERVICES
TERMS AND CONDITIONS FOR PAYMENT**

I. Basic Terms

1. The total amount of reimbursement under the terms of this Agreement shall not exceed \$2,100,000 and is subject to amendment by the County depending on additional fund availability and program performance.

ESG-CV Funding Allocations	Amount
Rapid Re-Housing Activities	
City of Berkeley ESG-CV	\$2,100,000
TOTAL	\$2,100,000

2. Costs to the Contractor are payable pursuant to this Agreement for the following items only, as further specified in Exhibit B-1 and applicable federal regulations.

Rapid Re-Housing Activity types (24 CFR Part 576.104), summarized as follows:

Rental Assistance	Housing Relocation and Stabilization Services	
	Financial Assistance	Service Costs
Eligible costs: • Short-term rental assistance (up to 3 months) • Medium-term rental assistance (3-12 months, Per ESG-CV, 24 CFR 576.106(a)(2) is waived and an alternative requirement is established for more than 3 months but not more than 12 months) • Rental arrears	Eligible costs: • Rental Application Fees • Security Deposits • Last Month’s Rent • Utility Deposits • Utility Payments • Moving Costs	Eligible costs: • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

Eligible costs of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. (Per HUD, the limitations on eligible activities under section 415(a) of the McKinney Vento Act and 24 CFR 576.105 are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.105 to add these eligible costs; see budget line item for Housing Relocation and Support Services.)

3. Invoices will be reviewed for approval by the County Housing Director or designee.
4. Contractor’s administrative procedures must be in compliance with the following regulations to seek reimbursement of indirect costs: 2 CFR Part 200.
5. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor’s services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
6. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:
 - a. Begin full scope of services January 1, 2021
 - b. Submission of monthly invoices no later than 30 days after month invoiced
 - c. Expenditure deadlines see table below

Expenditure Tier	Date
20% of total contract	7/1/2021
40% of total contract	9/1/2021
60% of total contract	11/1/2021
80% of total contract	1/1/2022
100% of total contract	9/30/2022

- d. Submission of quarterly reports see table below

Report #	Dates of Service	Due Date
First	January 1, 2021 to March 31, 2021	April 15, 2021
Second	April 1, 2021 to June 30, 2021	July 15, 2021
Third	July 1, 2021 to September 30, 2021	October 15, 2021
Fourth	October 1, 2021 to December 31, 2021	January 15, 2022
Fifth	January 1, 2022 to March 31, 2022	April 15, 2022
Sixth	April 1, 2022 to June 30, 2022	July 15, 2022
Seventh	July 1, 2022 to September 30, 2022	October 15, 2022

e. Submission of final report October 15, 2022

II. Invoicing Procedures

1. Invoices must include the Purchase Order (PO) number, invoice date, invoice number, service period, contract balance, actual expenditures (according to approved budget in Exhibit B), invoice total amount, and all required narrative summaries of services and shall be e-mailed to:

Connie Soriano– Connie.Soriano2@ACGOV.ORG

2. The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current Agreement or a prior Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of patient and related services, submission of participant service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations. If payment of claims is to be delayed, the following procedures will be followed:
 - a. Contractor shall be notified by email within seven (7) working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
 - b. The County shall provide written confirmation of reason(s) for delaying or withholding payment if the matter cannot be resolved within ten (10) working days of receipt of claim.
 - c. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revisions, corrections or amendments. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.
3. Contractor shall submit all claims for reimbursement under this Agreement within thirty (30) days following the expiration of this Agreement. All claims submitted after thirty (30) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the

Contractor after thirty (30) days following the expiration date of the Agreement will be disallowed under audit by the County.

III. Sub-Contractor Requirements

1. If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
2. Contractor shall ensure that all sub-contracts, scopes of services, line item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
 - a. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed.

IV. Financial Controls, Records, and Audit

1. Contractor shall bear financial responsibility for the provision of services rendered to the target population.
2. Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
3. Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the County. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request; and, examination of Contractor financial record-keeping systems and procedures relative to the development of the reimbursement request and receipt of payment. Upon completion

of the annual fiscal audit the County will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

[END OF EXHIBIT]

Exhibit B-1 - Program Budget

ABODE ESG-CV Rapid Re-Housing
JANUARY 1, 2021 - SEPTEMBER 30, 2022

		Berkeley ESG-CV
BUDGET		\$2,100,000
Household Targets		78
Rental Assistance		
		\$1,391,910
Housing Relocation and Stabilization Services		
Financial Assistance (Rental Application Fees, Security Deposits, Last Month's Rent, Utility Deposits, Utility Payments, Moving Costs)		\$267,011
Service Costs (Housing Search and Placement, Housing Stability Case Management, Mediation, Legal Services, Credit Repair)		\$421,080
Landlord Incentives		\$19,999
TOTAL RAPID RE-HOUSING CLIENT SUPPORT		\$2,100,000
ADMINISTRATION		
		\$0
TOTAL PROGRAM BUDGET		\$2,100,000

**EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, Professional Liability and Directors and Officers Liability shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Abode Services

PRINCIPAL: Louis Chicoine TITLE: Executive Director

SIGNATURE: _____ DATE: _____

EXHIBIT G

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Abode Services

PRINCIPAL: Louis Chicoine TITLE: Executive Director

SIGNATURE: _____ DATE: _____

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S
PROCUREMENT PROCESS FOR COMPETITIVE
BIDDING FOR PROVISION OF RENTAL ASSISTANCE SERVICES
FOR THE COUNTY OF ALAMEDA**

RESOLUTION NUMBER R-2021-65

WHEREAS, Abode Services is nonprofit organization in Alameda County working to provide rental assistance support and services for unsheltered people to create communities in which individuals and households can flourish and thrive; and

WHEREAS, since 1989, Abode Services has been developing and implementing programs to end homelessness throughout Alameda County; and

WHEREAS, Abode Services has a proven track record of providing homeless services to unsheltered individuals in Alameda County; and

WHEREAS, County Project Roomkey sites (COVID-19 isolation housing for unsheltered County residents) have begun winding down in Alameda County and transition plans are underway; and

WHEREAS, pursuant to an existing contract with the County (effective December 31, 2020), Abode Services currently provides rapid re-housing support to individuals exiting County Project Roomkey sites; and

WHEREAS, rapid re-housing includes short- and medium-term rent subsidies, landlord incentives to secure housing, and similar financial assistance and services; and

WHEREAS, Abode Services was selected to provide the current rapid re-housing services via the County's vendor pool; and

WHEREAS, approval of this contract for rapid re-housing will continue and expand support, coordination, and system-wide efforts to mitigate COVID-19 impacts for persons experiencing homelessness; and

WHEREAS, utilization of Abode Services as vendor to provide rental assistance allows for efficiency and expediency in exiting those experiencing homelessness to a secure housing situation because Abode Services is currently providing the essentially identical services via an existing County contract; and

WHEREAS, the proposed contract for rapid re-housing is funded entirely by the City of Berkeley in the amount of \$2,100,000; and

WHEREAS, the contract may be amended at a later date to add funding from the City of Oakland (in the amount of \$4,684,800); and

WHEREAS, the County wishes the rapid re-housing program to support a countywide response and collaborative jurisdictional efforts to secure permanent housing for unsheltered residents in the County; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010, 4.12.020 and 4.12.070 require the solicitation of bids for contracts that are more than \$100,000 except in unusual cases where the Board of Supervisors of the County of Alameda ("Board") has, by resolution, found and determined the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the Board has determined that Abode Services has the necessary professional qualifications and has demonstrated competence in providing services regarding homelessness, and housing; and

WHEREAS, Abode Services has expertise and is uniquely qualified within the community to serve the unsheltered population who have an immediate and significant shelter need, and the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation; and


WHEREAS, homelessness is a crisis in Alameda County;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 and 4.12.020 for the solicitation of bids are hereby waived for the selection of Abode Services to provide rapid re-housing services in Alameda County.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on February 9, 2021 by the following called vote:

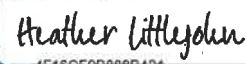
AYES: Supervisors Chan, Haubert, Miley, Valle & President Carson - 5
NOES: None
EXCUSED: None


Keith Carson
President of the Board of
Supervisors
County of Alameda, State of
California

ATTEST:
Clerk of the Board of Supervisors,

By: 

APPROVED AS TO FORM:
Donna Ziegler, County Counsel
County of Alameda

DocuSigned by:

By: _____
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Heather Littlejohn
Deputy County Counsel