



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Agenda Item _____ April 23, 2019

Chris Bazar
Agency Director

April 9, 2019

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
Alameda County Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACT WITH LA FAMILIA FOR REHABILITATION SERVICES

RECOMMENDATIONS:

Approve Procurement Contract No. 17996 with Southern Alameda County Comite for La Raza Mental Health DBA: La Familia (Principal: Aaron Ortiz; Location: Hayward) to provide Community Development Block Grant (CDBG) funding for rehabilitation services to repair the Banyan House facility in Cherryland, for the term 4/1/2019 through 3/31/2020, in the amount of \$90,721.

DISCUSSION/SUMMARY:

The Community Development Agency's (CDA) Housing and Community Development (HCD) is the lead agency for the Community Development Block Grant (CDBG) jurisdiction of the Alameda County Urban County. The Urban County consists of the cities of Albany, Dublin, Emeryville, Newark and Piedmont, and the Unincorporated County.

Annually, HCD issues a Notice of Funds Available (NOFA) for Unincorporated County CDBG funds to agencies, neighborhood groups, and local citizens for projects benefiting primarily low- and moderate-income persons in the Unincorporated County. HCD issued a Request for Proposals (RFP) as part of the NOFA in November 2016 for an estimated \$376,000. The U.S. Department of Housing and Urban Development (HUD) subsequently released actual CDBG allocation amounts, which increased the amount of funds available to \$382,544.

The contract was originally awarded to FESCO for replacing the flooring at Bayan House, a transitional housing program for homeless families. FESCO subsequently merged organizations with La Familia and as a result, the work on the rehabilitation at Banyan House was delayed until the merger could be completed. The original contract expired in June 2018. La Familia has indicated that it is ready to take on the workload of managing the rehabilitation project. They estimate that the new timeline will have the project completed in July 2019. The original scope of work and dollar amount remain the same.

SELECTION CRITERIA AND PROCESS:

In November 2016, a NOFA for Unincorporated County CDBG funds was sent to identified neighborhood groups and local nonprofit agencies as well as persons who had contacted HCD to receive such notices. In December 2016, five proposals were received. The five eligible proposals were rated and ranked. On January 10, 2017, 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 FY2017/2018 funding for the four top ranked proposals (Community Child Care Council (4C's), Eden I&R, Hayward Adult School (HAS) and Family Emergency Shelter Coalition (FESCO) (now La Familia). The remaining proposal (LOVE) was not recommended due to the cap on public service funds under CDBG regulations. There was a balance of \$143,621 that was not committed to projects.

FY2017 CDBG Unincorporated County Jurisdictional Funding RFP

| Project Name | Amount Requested | Average Score | Amount Recommended |
|--------------|------------------|---------------|--------------------|
| FESCO | \$90,721 | 84.7 | \$90,721 |
| 4C's | \$50,000 | 78.7 | \$50,000 |
| Eden I&R | \$45,000 | 70.7 | \$45,000 |
| HAS | \$147,694 | 45.3 | \$53,202 |
| Love | \$25,000 | 44.0 | |

The Auditor Controller's Office of Contract Compliance has reviewed and issued Federal Grant Funds Waiver #F1376, expiring 3/31/2020, for this contract.

FINANCING:

The 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. The CDBG funds for the contract are in CDA's FY 2018/2019 Budget (\$90,721). Amounts per fiscal year may change due to the needs of the project and/or changes in the project's schedule. No additional appropriations are required and there is no Net County Cost as a result of this action.

VISION 2026 GOAL:

The completion of the construction of the Banyan Street Rehabilitation project meets the 10X goal pathway of **Eliminate Homelessness** in support of our shared vision of **Safe and Livable Communities** and **Thriving and Resilient Populations**.

Very truly yours,
DocuSigned by:



00PG10338294FA
 Chris Bazal, Director

Community Development Agency

Board of Supervisors

April 9, 2019

Page 3 of 3

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

G:\HCD\CDBGADMIN\CDBGNEIG\FY18\kmt 17 BOS letter La Familia Bayan.docx

AGREEMENT BY AND BETWEEN
SOUTHERN ALAMEDA COUNTY COMITE FOR RAZA MENTAL HEALTH
AND
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 1st day of April, 2019, by and between the County of Alameda, a body corporate and politic of the State of California, (hereinafter referred to as "County"), and Southern Alameda County Comite for Raza Mental Health, a California non-profit corporation DBA La Familia (hereafter referred to as "Contractor").

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Development Act of 1974, said funds to be used for Community Development Block Grant Programs and its eligible activities;

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

WHEREAS, the County has reviewed Contractor's proposed project and has determined that the project is CDBG eligible in accordance with HUD regulations and the conditions of the CDBG Grant Agreement; and

WHEREAS, the parties agree that such duties and services, a description of which are presented in Exhibit A attached hereto, be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES HEREINAFTER MADE, COUNTY AND CONTRACTOR DO MUTUALLY AGREE AS FOLLOWS:

I. STATEMENT OF WORK

- A. Contractor shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A through F and incorporated herein by reference.
- B. County has allocated the sum of Ninety thousand, seven hundred and twenty-one dollars (\$90,721) to be expended as described in this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. The term of this Agreement begins on April 1, 2019, and ends on March 31, 2020, or when all contract terms have been completed, whichever shall first occur.

- B. It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with the provisions of this Agreement. The County may extend the time for completion of the Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the Contractor and that such delay was due to causes beyond the control of the Contractor.
- C. Any time extension granted to the Contractor to enable the Contractor to complete the work shall not constitute a waiver of rights the County may have under this Agreement.
- D. Should the Contractor not complete the work by the scheduled date or by an extended date, granted by the County in writing, pursuant to previously stated conditions, the County shall be released from all conditions of this Agreement.
- E. Upon completion of performance under this Agreement and a determination of final costs, Contractor shall submit to the County a certificate of completion for construction projects and a requisition for final payment for service projects, unless otherwise provided in this Agreement.

III. HOLD HARMLESS/INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County, its Board of Supervisors, officers, employees and agents (collectively Indemnatee) from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of Contractor or County) or damage of any property (including property of Contractor or County) which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnatee. For insurance requirements see Exhibit C.

IV. INSURANCE

Contractor shall comply with maintain, at all times during the term of this contract, the insurance and bonding documentation described in Exhibit C to this contract, and shall comply with all other requirements as set forth in attached Exhibit C.

V. SUBCONTRACTS

- A. Any subcontract funding under this Agreement shall be submitted to County for review and approval prior to its execution.
- B. In the event subcontractor is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, contractor is required to comply with the procurement procedures of Office of Management and Budget (OMB) guidelines at 2 CFR Part 200 (incorporated herein

by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.

- B. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement. Contractor shall inform County in writing of any subcontracts entered into with these funds, the amount, the scope of work, any other information the County may from time to time require.

VI. BUDGET

- A. All requested modification to the Budget in Exhibit A of this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by County. All budget modifications require the prior written approval of County. Budget modifications shall not alter:

- 1) The basic scope of services required to be performed under this Agreement;
- 2) The time period for the services to be performed under this Agreement; and,
- 3) The total amount of the authorized budget of this Agreement (see Exhibit A), subject to future amendments as approved by the Alameda County Community Development Agency Director or his/her designee.

Contractor may not request a Budget modification more than four times during the term of this contract. The individual line item budget for a particular cost category may be exceeded by ten percent of its approved budget, provided the additional funds are uses from unused line item budgets and the total contract amount does not exceed the budget. Contractor may use a payroll service to handle payroll or handle payroll responsibilities internally. In either case, Contractor certifies that as required by local, State, and/or Federal law, all payroll and other required taxes will either be paid in full or accrued in the liabilities and accounted for with offsetting cash reserves to meet the obligation. Contractor shall include a certification to that effect in its annual audit report.

- B. Contractor shall not claim reimbursement from County for (or apply sums received from County) with respect to that portion of its obligations which has been paid by another source of revenue.

VII. RECORDS AND REPORTS

- A. All original documents prepared by Contractor in connection with the work to be performed under this Agreement shall be the property of the County.
- B. Contractor's records must be made available for review upon request by the County prior to the release of funds. Contractor shall be responsible for maintaining all Contractor's project records pertaining to this Agreement, including Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including this Agreement, change orders, requests for clarifications, instructions from HCD, contracts with suppliers and subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the work. This includes

subcontracts and expenditures, and all other financial and property records in conformance with 2 CFR Part 200.

- C. Records must be kept accurate and up-to-date. Failure of Contractor to comply with this provision could result in termination of this Agreement or Contractor's repayment of funds previously awarded under this Agreement.

VIII. PROGRAM MONITORING AND EVALUATION

- A. Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, HUD regulations, and conditions of the Grant Agreement between the County and HUD and the effective and efficient achievement of the Program Objectives as defined in Exhibit A.
- B. Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services as specified in this Agreement and shall make quarterly written reports to County.
 - 1. The quarterly written reports shall include, but shall not be limited to the following data elements:
 - a. Title of program, listing of components, description of activities/operations.
 - b. Service area (i.e., citywide, etc., including applicable census tracts).
 - c. Goals - the projected goals, indicated numerically, and also 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.
 - d. Total number of direct beneficiaries and their demographic information including:
 - Extremely low, low and moderate income
 - Ethnicity
 - Female Headed Households
 - e. Other data as required by County.
 - 2. The quarterly report shall be due on the fifteenth day of the month immediately following the report quarter, except for the end of the program year report which is due within thirty days.
- C. The County shall have ultimate responsibility for overall project monitoring and evaluation, to assist Contractor in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making and managers.

D. The Contractor shall follow audit requirements of the Single Audit Act and 2 CFR Part 200.

1. 2 CFR Part 200 requires that all recipients and subrecipients of Federal financial assistance of \$750,000 or more in a fiscal year shall have an audit performed in accordance with 2 CFR Part 200.

E. **AUDIT REPORT**

In addition to the reporting requirements listed in Section VII (Program Reporting and Evaluation), the Contractor shall commission an independent auditing firm to prepare and file with the County an annual audit report for each year during the term of this Agreement. The Contractor's failure to submit the audit report may result in the termination of the Agreement.

The audit report is to be submitted to the County by March 30th of each year during the term of this Agreement. The audit report should state that an audit was made in accordance with the provisions of the Federal Office of Management and Budget 2CFR Part 200. The Contractor will use the audit report to determine whether:

1. The financial statements of the Contractor present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles.
2. The Contractor has (i) an internal control structure to provide reasonable assurance that the Contractor is managing Federal awards in compliance with applicable laws and regulations, and (ii) controls that ensure compliance with laws and regulations that could have material impact in the Contractor's financial statements.
3. The Contractor had complied with laws and regulations for the CDBG Program that may have a direct and material effect on the Contractor's financial statements.

The Contractor shall also submit any internal control monitoring (or audit) conducted during the term of this Agreement to the County. The Contractor shall require Providers with which the Contractor contracts in connection with this Agreement to meet the same audit requirements set forth in this Section VII (E).

IX. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with 2 CFR Part 200, with prior approval or consent of County.
- B. Program income received by Contractor shall be returned to County for future application to eligible projects.

- C. Program income from Urban County-funded activities undertaken by or within an Urban County jurisdiction which thereafter terminates its participation in the Urban County, shall continue to be program income of the Urban County.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall comply with Uniform Administrative Requirements as described in Federal Regulations, Section 570.502.
- B. Contractor shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency (LEP) including developing a Language Access Plan.
- C. Contractor shall comply with the requirements of Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended. If Contractor is receiving more than \$25,000 under this agreement, then Contractor shall:
 - 1. Register for a Data Universal Numbering System (DUNS) number at <http://fedgov.dnb.com/webform>
 - 2. Register and maintain an account on the Central Contractor Registration (CCR) website and obtain a CAGE code through CCR at <http://www.ccr.gov/startregistration.aspx>. Note: Because CCR registration expires annually, contractors are required to update their CCR information annually.

XI. RELIGIOUS ACTIVITY PROHIBITION

Contractor may not engage in inherently religious activities, such as worship, religious instructions, or proselytizing, as a part of the program or services funded by this agreement.

XII. REVERSION OF ASSETS

- A. Upon the expiration of this Agreement, Contractor shall transfer to County any CDBG funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG funds.
- B. Real property in excess of \$25,000, obtained in whole or in part with CDBG funds must be used to meet one of the national objectives for a minimum of five years after the expiration of this Agreement or disposed of in a manner that results in County being reimbursed at fair market value less value attributable to non-CDBG expenditures.

XIII. OTHER PROGRAM REQUIREMENTS

Contractor certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570.-615) and relates to:

- A. Equal Employment Opportunity Practices Provisions
The contractor shall comply with all applicable federal, state and local laws regarding nondiscriminatory employment practices, whether or not said laws are

expressly stated in this contract. Contractor shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

B. Labor Standards

The Davis-Bacon Act (DBA) of 1931 requires the payment of locally “prevailing wages” and fringe benefits to laborers employed on any federally-funded construction, alteration, and/or repair contracts in excess of \$2,000. The DBA also applies to any public building, public housing, public works projects (e.g. streets, sidewalks, etc.), and to privately owned rental housing of more than 8 units.

If applicable to this project, a copy of the federal wage determination that is in effect for this project is contained in the project’s Davis-Bacon file and is made a part of this contract by reference. In accordance with HUD requirements the most up-to-date wage determination(s) issues at the time of contractor award (i.e., less than 10 days before the opening of bids) must be used. County HCD staff will provide a wage determination as your project proceeds through the bid and contract process. The final wage determination must be made part of any construction contract related to this project.

C. Environmental Standards

In accordance with 24 CFR Part 58, the contractor shall not commence work on the proposed project until the environmental review has been completed. A copy of the Environmental Review is contained within the Environmental Review file and is made a part of this contract by reference.

D. Employment and Contracting Opportunities - see Exhibit D

E. Lead-based paint

In accordance with 24 CFR Part 570.608, the Contractor shall be prohibited from using lead-based paint in residential structures rehabilitated with CDBG funds.

F. Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients - see Exhibit E.

G. Uniform Administrative Requirements and Cost Principles

Contractor agrees to comply with the requirements of 2 CFR Part 200 as they relate to the acceptance and use by non-profit organizations of Federal funds under the Community Development Block Grant program and 2 CFR Part 200 as it relates to compliance and financial audit requirements of the acceptance and use of funds.

H. Conflict of Interest

1. Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct interest, which would conflict in any manner or degree with performance of services required under this contract. The

Contractor further covenants that in the performance of this contract no persons having a financial interest shall be employed or retained by the Contractor.

2. Neither the Contractor nor any of its employees shall by virtue of this contract be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

XIV. TERMINATION OF THIS AGREEMENT

County may terminate this Agreement in whole or in part immediately for cause, which shall include as example but not as a limitation:

- A. Failure, for any reason, of Contractor to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with Local, State and Federal laws and regulations and applicable directives;
- B. Failure to meet the performance standards contained in other sections of this Agreement;
- C. Improper use of reporting of funds provided under this Agreement; and
- D. Suspension or termination by HUD of the grant to the County under which Agreement is made, or the portion thereof delegated by this Agreement.
- E. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the City and County as follows:

Contractor
Chief Executive Officer
La Familia
2490 Grove Way
Castro Valley, CA 94546

County
Housing Director
Alameda County HCD
224 W. Winton Avenue, Rm 108
Hayward, CA 94544

- XV. This contract can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed on this day and year first written above.

* * * * *

LA FAMILIA

COUNTY OF ALAMEDA

DocuSigned by:
By: 
Signature 32281241A0FE457...

By: _____
President, Board of Supervisors

Aaron Ortiz
Name of Person Authorized to Sign Contract

Attest: _____
Clerk, Board of Supervisors

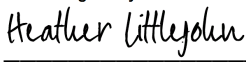
Chief Executive Officer
Title

Date: _____

24301 Southland Drive
Address

Approved as to form:
Donna R. Ziegler, County Counsel

Hayward, CA 94544
City, State, Zip Code

DocuSigned by:
By: 
4F16CF9B888B421
Heather M. Littlejohn
Deputy County Counsel

(510) 300-1111
Telephone Number (include area code)

Taxpayer ID: 94-2297155

DUNS Number: 096226188
Central Contractor Registration Number (CCR): 684U0

Date: 4/5/2019

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

EXHIBIT A

ALAMEDA COUNTY WORK PROGRAM AND BUDGET
BETWEEN
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
LA FAMILIA – BANYAN HOUSE PROJECT

APRIL 1, 2019 THROUGH MARCH 31, 2020

Banyan House provides transitional housing and supportive services to homeless families with children. All families are extremely low-income and many have special needs. Families are offered an array of services including: housing acquisition, employment/benefit acquisition assistance and financial management skills.

1. Contractor shall use the CDBG funds subject to this contract to replace old, worn-out and unsafe flooring throughout Banyan House, including kitchen, dining room, family room, counseling room, computer room, hallway and 8 private family units. Refurbish four single exterior wooden doors and two sets of double doors, including sanding, painting and adding kick plates on both sides of the door; and to repair or replace the hardware as needed. Materials purchased will be in compliance with Office of Management and Budget (OMB) specification. Contractor will also create a protocol that outlines periodic maintenance to be conducted including a checklist with the floors and doors.
2. Contractor shall meet all requirements outlined in the Request for Proposals under which this contract has been awarded issued October 2016, unless otherwise approved by the 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 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 meet specific time lines for the following tasks:

| | |
|--------------------------------------|----------------|
| A. Solicit bids/select contractor | April 30, 2019 |
| B. Develop Plans and Specifications | May 1, 2019 |
| C. Inform residents of schedule | May 15, 2019 |
| D. Recruit and coordinate volunteers | June 15, 2019 |

| | |
|---|-----------------|
| E. Begin Construction | July 1, 2019 |
| F. Construction Completion | August 1, 2019 |
| G. Close-Out Report (see Exhibit B for details) | August 30, 2019 |

6. 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.

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:

- a. Inspection Reports for Rehab Projects
- b. Final Work Write Up – Cost Estimation
- c. Contractor Bid Documents
- d. Results of Bids
- e. Contractor Eligibility Form
- f. Contractor’s Certificate of Insurance
- g. Evidence of Contractor Licensure
- h. Debarment List-Proof that General or Subcontractors are not suspended
- i. Pre-Construction Conference Report
- j. Lead-based Paint Compliance Documentation
- k. New Construction or Rehabilitation Contract
- l. Notice to Proceed
- m. 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. Reports due on July 15, 2019, October 15, 2019, January 15, 2020

and the final report due on March 31, 2020.

- d. **Annual Reports** - After the first year, or when the Director or designee determines, an annual report must be submitted not more than 180 days after the end of the fiscal year. These reports must 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.

LA FAMILIA – BANYAN HOUSE PROJECT
APRIL 1, 2019 THROUGH MARCH 31, 2020

PROGRAM BUDGET

| <u>Line Item</u> | <u>Total</u> |
|----------------------------------|-----------------|
| Project Budget | |
| Materials for Doors and Flooring | \$16,575 |
| Asbestos testing/abatement | \$3,000 |
| Labor and taxes | <u>\$71,146</u> |
| Total Project Budget | \$90,721 |

EXHIBIT B
CONDITIONS FOR PAYMENT BETWEEN
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
AND
LA FAMILIA – BANYAN HOUSE PROJECT
APRIL 1, 2019 THROUGH MARCH 31, 2020

1. BUDGET

Before disbursement of Contract funds may be made, Contractor shall establish a budget, to be approved in writing by the Director or designee, specifying by line item the expenditures to be made with Alameda County funds. Once a budget is approved by the County, changes may be made only with a written request to be approved by the Director or designee in advance of a request for disbursement of funds.

2. METHOD OF PAYMENT

All requests for a funding draw or reimbursement will be in a format approved by the County.

- a. All requests for a funding draw or reimbursement shall be on Contractors letterhead, contain an original authorized signature, invoice number; total amount requested and amounts towards each line item on the approved budget. This document shall be called an “Invoice”, and shall track disbursements made by budget line item, current requests, and amount remaining in the budget line item as illustrated below:

| Line Item | Total Budget | Previous Requests | Current Request | Balance Remaining |
|-----------|--------------|-------------------|-----------------|-------------------|
|-----------|--------------|-------------------|-----------------|-------------------|

- b. Invoices must state the Service Period which is the period for which payment is requested. The dates on the backup invoice documentation must be within this period.
- c. All invoices shall be paid on a funding draw or reimbursement basis, and be made no more than monthly with supporting documentation of actual costs incurred during the period of time covered by the invoice. If under a specific line item, Contractor has more than one form of back up or supporting documentation, Contractor must summarize the documentation and include a subtotal of items which add up to the line item total. Invoices must be properly organized and are subject to return to Contractor if they are not.
- d. Requests for funding draw or reimbursement must be received via within 60 days of the end of each month or period covered. The back-up documentation should be sent via email and the actual invoice on letterhead and with a wet signature by mail.
- e. All funds disbursed to Contractor must be expended within fifteen (15) days of approval of the receipt of funds. The final disbursement shall be requested by Contractor not less than sixty (60) days before project completion.
- f. Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations should be brought to the attention of County staff for reconciliation.
- g. Contractor is responsible for reporting any matching funds used on this project which do not originate from HCD sources. These funds can include funding to cover staff that are working on this project, but paid from another source of funds.

3. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS

Once the line item budget has been approved, there can be no more than four (4) requests for adjustments to the budget during the contract period, including any final adjustments done at the end of the project, unless otherwise approved by the Director or designee, which approval shall not be unreasonably withheld. Any change in the budget that results in lower costs shall be communicated to County immediately. If Director or designee determines that the total amount of funds under this contract exceeds the amount necessary to complete the project, Director or designee may adjust the contract accordingly. The budget amendment should be on letterhead, must contain an original signature, and must track the requested change by line item, showing original budget amount, balance expended to date, remaining funding by each line item, the amount to be moved between line items, and the final new budget amount. Budget amendments take between two and three weeks to process, and must be processed prior to receipt of an invoice requesting funding under the new budget. The Director or designee reserves the right to deny any budget modification request.

4. COMPLIANCE WITH FEDERAL REGULATIONS

Contractor's administrative procedures must be in compliance with the following regulations:

A. 2 CFR Part 200.

5. PUBLIC RECOGNITION OF FUNDING

Contractor will publicly recognize the funding provided by the Alameda County Housing and Community Development Department (HCD) and in all newspaper articles and any other public relations opportunities related to this project. HCD staff and members of the Board of Supervisors will be invited to participate in the groundbreaking and grand opening ceremonies, if held.

6. RETENTION OF FUNDS

HCD will retain \$10,000 of the contract amount until receipt of close-out documents. Close-out documents include:

- i. MBE/WBE & Section 3 reporting form
- ii. Cost certification/project audit/Final Sources and Uses
- iii. Recorded Notice of Completion
- iv. Lien Releases, and final payment certification
- v. Final Building Department Inspection
- vi. Final Report on Section 504 (list of which areas are accessible)
- vii. Final Report on Title 24
- viii. Environmental Clearance/Mitigation Documents

EXHIBIT B1
CONDITIONS FOR PAYMENT BETWEEN
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
AND
LA FAMILIA

CFDA number:

■ CDBG 14.218

CFDA Title: Community Development Block Grants/Entitlement Funds

Name of Federal Agency: Housing and Community Development Department (HUD)

Subrecipient Data Universal Numbering System (DUNS) Number: _____

Federal Award Date of award to HCD by HUD:

Federal Award Identification Number: B-16-UC-06-0001

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 minimum 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 | \$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. | \$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: \$1,000,000 per accident for bodily injury or disease |
| D | Course of Construction /Builder's Risk or Installation Floater when applicable | \$ Value of Completed project or materials |
| E | <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, 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. Builder's Risk/Installation floater shall name Alameda County as loss payee. 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 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
ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN
UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

PURPOSE

To insure that to the greatest extent feasible, projects financed by the Alameda County Housing and Community Development Program provide business and employment opportunities for businesses in the Alameda County project areas funded by Community Development Block Grant (CDBG).

Alameda County is required to report to HUD annually on results of the Section 3 program. Specifically, HCD must:

- facilitate employment/training opportunities for Section 3 residents;
- notify Section 3 residents of employment and training opportunities
- Endeavor to reach HUD's stated goals:
 - a) 30% Section 3 new hires
 - b) 10% of contracts to Section 3 businesses

To determine where and how to meet these requirements, HUD has defined who a Section 3 Resident and Business Concerns are:

- Section 3 Resident - A resident of a public housing or a Low to Moderate income person residing in the area in which HUD assisted project is located
- Section 3 Business Concern
 - A Business owned by Section 3 resident(s), or
 - Employs a substantial number of Section 3 residents (30% of permanent FTE position) or
 - Subcontracts with business concerns owned by or employing Section 3 residents (at least 25% of dollar award of all subcontracts)

To meet these requirements, HCD issues competitive Request for Proposals to identify the best possible projects and Developer partners. Once selected for a contract, HCD passes on these requirements to its recipients of federal funding from programs HCD administers.

1. Each Contractor is required to notify Section 3 residents of employment opportunities. This includes posting notices for hiring of new positions in areas where Section 3 residents will be able to access the information. It is also required that General Contractors and Sub-contractors who are paid as part of the overall project must do the same when hiring for their construction jobs.
2. In all sub-contracts for work paid for with funds from this Contract over \$10,000, the following clause (referred to as the Section 3 Clause), will be included:
 - a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
4. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
5. The contractor agrees to publish and advertise all new employment opportunities and subcontracting opportunities with the following types of organizations:
 - a) Labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - b) Workforce Investment Board "One Stop Career Centers"
 - c) Other low-income training organizations.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR: La Familia

Services to be Provided: Purchase and site preparation for emergency housing for homeless

Contract Amount: \$90,721

- Contract amount does not exceed Section 3 dollar threshold. Section 3 requirements do not apply.
- Contract does not include housing rehabilitation, housing construction or other public construction. Section 3 requirements do not apply.
- Section 3 requirements do apply. Contractor has been notified of Section 3 requirements and has completed the anticipated work force analysis below.

The following work force is anticipated to be necessary to satisfactorily complete this work:

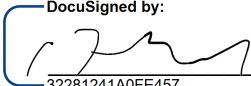
| <u>Job Classifications</u> | <u>Existing Work Force</u> | <u>Anticipated New Hires</u> |
|----------------------------|----------------------------|------------------------------|
|----------------------------|----------------------------|------------------------------|

All new hires of either the CONTRACTOR or any of the Subcontractors to be paid as part of this project.

CONTRACTOR agrees to undertake a good faith effort to comply with all of the provisions of Section of the Housing and Urban Development Act of 1968.

Contractor: La Familia

DocuSigned by:



32281241A0FE457...
Aaron Ortiz, Chief Executive Officer

4/5/2019

Date

**EXHIBIT E
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named 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 necessary 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: La Familia

PRINCIPAL: Aaron Ortiz

TITLE: Chief Executive Officer

SIGNATURE: 
DocuSigned by:
32281241A0FE457...

DATE: 4/5/2019