



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Agenda Item _____ April 23, 2019

Chris Bazar
Agency Director

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

phone
510.670.5333
fax
510.670.6374

www.acgov.org/cda

April 9, 2019

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

Dear Board Members:

SUBJECT: APPROVE PROCUREMENT CONTRACT No. 18123 WITH MICHAEL BAKER INTERNATIONAL, INC. FOR CONSULTANT SERVICES ON THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI) PLAN, AND AN INTER-GOVERNMENTAL COLLABORATION AGREEMENT FOR THE COMPLETION OF THE AI PLAN

RECOMMENDATIONS:

- A. Approve and authorize an Inter-Governmental Collaboration Agreement with the Cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro and Union City and the Housing Authorities for Alameda County, Alameda, Berkeley, Livermore and Oakland to jointly fund a consultant to develop a County-wide *Analysis of Impediments to Fair Housing Choice (AI) Plan* for the period 4/1/19 through 1/31/20 in the amount of \$128,390;
- B. Approve and delegate authority to the Community Development Agency Director or his designee, upon review and approval from County Counsel, to execute the Inter-Governmental Collaboration Agreement; and
- C. Approve Procurement Contract No. 18123 with Michael Baker International, Inc. (Principal: Thomas Tracy; Location: Rancho Cordova) for coordination and writing of the *Analysis of Impediments to Fair Housing Choice Plan (AI)* for the term of 4/1/2019 to 1/31/2020 in the amount of \$128,390.

SUMMARY/ DISCUSSION:

In May 2020, the HOME Consortium's new five-year Consolidated Plan covering Fiscal Year 2020 through Fiscal Year 2024 will be brought to your Board for adoption. A stand-alone part of the Consolidated Plan is the *Analysis of Impediments to Fair Housing Choice Plan (AI)*. The AI will be a regional effort to assess fair housing issues and set local goals for improving fair housing choice. The AI Plan needs to be submitted to HUD prior to the submission of the five-year Consolidated Plan (FY2020 –FY2024).

Under the National Affordable Housing Act, localities which are eligible to receive federal funding from housing and community development programs administered by the U.S. Department of Housing and Urban Development (HUD) are required to prepare an *Analysis of Impediments to Fair Housing Choice Plan (AI)*. The AI requires public participation and intergovernmental consultation regarding fair housing.

The Alameda County HOME Consortium was approached by the Housing Authority of Alameda County, Alameda, Berkeley, Livermore and Oakland to form a regional collaboration for the AI. The Regional AI will cover the Unincorporated County and Urban County (cities of Albany, Dublin, Emeryville, Newark and Piedmont) along with the other CDBG entitlement jurisdictions (Alameda, Berkeley, Fremont, Hayward, Livermore Oakland, Pleasanton, San Leandro and Union City) and the five Housing Authorities. HCD will serve as the lead agency. This Inter-Governmental Collaboration Agreement is the mechanism for funding the hiring of the consultant.

On a regional basis the AI will include demographic profiles of the area. The AI will also include a housing profile, impediments to fair housing choice, public policies and building requirements used in the approval of housing. The final section will report on the actions that the County and other participating members and agencies will take to address any identified impediments.

After completion of the AI, it will be submitted to your Board for approval, after which it will be submitted to HUD. Once HUD receives the AI, HUD's Community Planning Development staff and the HUD Fair Housing Equal Opportunity Office staff will review it prior to the preparation of the Fiscal Years 2020-2024 Consolidated Plan due from the HOME Consortium to HUD in May 2020.

SELECTION CRITERIA AND PROCESS:

On August 14, 2017 a Request for Qualifications was emailed to 15 consultants listed in HUD's AI consultant database. In September 2017, six Statement of Qualifications were received, reviewed and ranked. A sub-committee of four participating members (2 Housing Authorities and 2 jurisdictions) and one HCD staff member reviewed the consultant qualifications. The top two were interviewed (Michael Baker International, Inc. and Western Economic Services). Michael Baker International (MBI) was rated as the top candidate. MBI is a registered Alameda County Small, Local and Emerging Business (SLEB). Through an email vote the contractor selection recommendation was made to all participating members and approved by all participating members. The participating members recommended MBI to the Board of Supervisors as the AI Consultant.

<i>Project Name and Average Scores</i>	<i>Michael Baker International</i>	<i>Western</i>	<i>LeSar</i>	<i>Lawyers</i>	<i>BAE</i>	<i>TDA</i>
<i>Ranking Order</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
<i>Total Points</i>	<i>86.8</i>	<i>85.8</i>	<i>78.8</i>	<i>78.4</i>	<i>76.8</i>	<i>73.0</i>

The Auditor Controller's Office of Contract Compliance has reviewed and issued Federal Grant Funds Waiver # F1422 expiring January 31, 2020, for this contract.


FINANCING:

The \$75,000 in CDBG and HOME funds for this contract, are included in CDA's FY2018/2019 budget and \$53,390 will be included in the MOE FY2019/2020 budget. This contract is funded from a multi-year federal grant. Contract appropriations and associated encumbrances will be budgeted in respective fiscal years with offsetting revenues that will be drawn on a reimbursement basis. 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 AI 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:


002C10B338294FA...
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

AGREEMENT BY AND BETWEEN
MICHAEL BAKER INTERNATIONAL, INC.
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 MICHAEL BAKER INTERNATIONAL, INC. a Pennsylvania Corporation (hereafter referred to as "Contractor").

WHEREAS, the County of Alameda, the City of Alameda, the City of Berkeley, the City of Fremont, the City of Hayward, the City of Livermore, the City of Oakland, the City of Pleasanton, the City of San Leandro, the City of Union City, the Housing Authority of the County of Alameda, the Housing Authority of the City of Alameda, the Berkeley Housing Authority, the Housing Authority of the City of Livermore, and the Housing Authority of the City of Oakland, hereinafter referred to as the Participating County, Cities and Agencies ("PCCA") and individually as "PCCA member(s)" have formed a Regional Collaboration with the County as lead agency for the purpose of completing an Analysis of Impediments to Fair Housing Choice Plan on a regional basis and;

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which are presented in Exhibit A, attached hereto; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services 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 will 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 E and incorporated herein by reference.
- B. County has allocated the sum of \$128,390 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 January 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 Indemnitees) 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 Indemnitee. For insurance requirements see Exhibit C.

IV. 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.
- C. 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, and any other information the County may from time to time require.

V. BUDGET

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 applied 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.

VI. 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 during normal business hours upon reasonable request by the County prior to the release of funds. Contractor shall be responsible for

maintaining all records pertaining to this Agreement, including 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.

VII. PROGRAM MONITORING AND EVALUATION

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

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.

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall comply with Uniform Administrative Requirements as described in Federal Regulations, section 570.502 as applicable to governmental entities.
- 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.

IX. REVERSION OF ASSETS

- A. Upon the expiration of this Agreement, Contractor shall transfer to County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

X. 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 (570.600-570-612) including:

- 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) and 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. Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients - see Exhibit E
- F. Uniform Administrative Requirements and Cost Principles
Contractor agrees to comply with the requirements of 2 CFR Part 200 and 24 CFR 85 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.
- G. Conflict of Interest
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.

XI. 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 City, 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.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.

* * * * *

MICHAEL BAKER INTERNATIONAL, INC.

COUNTY OF ALAMEDA

DocuSigned by:
Thomas G. Tracy
By: _____
Signature

By: _____
President, Board of Supervisors

Thomas G. Tracy
Name of Person Authorized to Sign Contract

Attest: _____
Clerk, Board of Supervisors

Associate Vice President
Title

Date: _____

2729 Prospect Park Dr. Ste. 220
Address

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

Rancho Cordova, CA 95670
City, State, Zip Code

DocuSigned by:
Heather Littlejohn
By: _____
Heather M. Littlejohn
Deputy County Counsel

(510) 879-0950
Telephone Number (include area code)

Taxpayer ID: 25-1228638
Duns Number: 079171269
CAGE Number: 7LLC4

4/9/2019
Date: _____

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
BETWEEN
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
MICHAEL BAKER INTERNATIONAL, INC.
APRIL 1, 2019 THROUGH JANUARY 31, 2020

The Contractor will provide the following services to create a regional Analysis of Impediments to Fair Housing Choice (AI) Plan according to HUD requirements and the policies and procedures of the participating members, as determined by the County, upon direction of the County to begin services.

1. Project Kickoff Meeting – Technical Consultation and Ongoing Coordination

At this meeting Michael Baker International (Michael Baker) will introduce staff; review the contract; work plan and timeline; discuss the process for community engagement activities; review how the PCCA members will contribute to the AI; and conduct interviews with stakeholders to begin the data and information gathering process. Michael Baker’s project team will coordinate and attend monthly meetings with the PCCA work group to discuss and oversee all stages of the project. The Michael Baker team will prepare regular updates for the PCCA and keep track of meeting minutes and the project schedule.

2. Community Participation and Consultation

The Michael Baker team will develop a community outreach and consulting strategy to meet the HUD requirements and submit this to the PCCA working group for approval.

The following community engagement efforts will be used to help shape the AI development (may be subject to change):

Stakeholder Consultations

The Michael Baker team will facilitate discussion to obtain stakeholder perspectives on the AI maps and data, to surface fair housing issues and contributing factors, conduct prioritization exercises, and identify solutions and goals. Approximately 60 stakeholders reached, open to all regional stakeholders through survey and/or discussion.

Community Survey

This will be an online survey in three languages, distributed through email and PCCA member websites to reach residents, advocacy networks, stakeholders, neighborhood groups and public housing authorities (e.g. tenants and voucher holders). The Michael Baker team will work with PCCA members to post survey through their websites, social media, and relevant email distribution lists. Postage-free paper copies of the survey will also be available. The Michael Baker team will design the survey, assisting in distributing the survey, and complete data entry for approximately 400 hard-copy surveys. Surveys in additional languages or additional hard-copy data entry would be available for an additional fee.

Survey Targeted Populations

The Michael Baker team will survey target populations such as persons with disabilities, seniors, racial and ethnic minorities, and other targeted populations. PCCA members will assist in connecting with targeted groups.

Community Engagement Public Meetings

The Michael Baker team will facilitate and prepare three community engagement meetings to present the public draft AI to engage residents and obtain feedback on the plan. Logistics and marketing to be done by Alameda County Housing and Community Development Department or PCCA members.

Public Hearings (optional)

Any jurisdiction that would like to have a public hearing presentation prepared and presented by the Michael Baker team will pay for the public hearing in a separate arrangement.

3. AI Draft Plan Development

The Michael Baker team develop the AI by utilizing the HUD Rule Guidebook. The AI will contain contributing factors, priorities and goals for each PCCA member. It will supplement HUD data with local data and knowledge, and other available and applicable data sources. HUD's Tools will be utilized to compare and analyze the data. Topic covered in the AI will include: Executive Summary; Community Presentation Process; Assessment of Past Goals and Actions; Fair Housing Analysis (demographic data, segregation/integration, racially or ethnically concentrated areas of poverty (R/ECAPs), Disparity in Access to Opportunity, Disproportionate Housing Needs); publically supported housing analysis; disability and access analysis; fair housing enforcement, outreach and capacity and resources; fair housing goals and priorities.

A. Data Collection

Data collection will include: maps and tables from HUD tool, primary data for supplementary maps and tables, housing policies and programs, zoning and land use ordinances, educational policies, employment and training programs, transportation planning, and environmental health indicators. The primary data will come from the community engagement activities; maps and other data will come from secondary sources.

B. Data Analysis

The data analysis will include a thorough discussion of the following issues at a minimum:

- Integration and segregation patterns based on protected classes in Alameda County and the region.
- Historical trends of segregation patterns based on protected class or socioeconomic status to help provide context.
- Analysis and historical trending of the racially and/or ethnically concentrated areas of poverty (R/ECAPs) in Alameda County.
- Evaluation of disparities in access to opportunities and community assets for both protected classes and socioeconomic challenged neighborhoods.
- Assessment of disproportionate housing needs for both protected classes and households facing severe socioeconomic challenges in Alameda County.

Data analysis will include regional and county level evaluation as well as PCCA member-level analysis when available and appropriate. The Michael Baker team will utilize HUD's data and recommended data sources and will consult with PCCA members for any location-specific data not included or specifically mentioned by HUD. The Michael Baker team will complete data sets, maps, graphs, charts and other data analysis graphics; draft written analysis integrated into appropriate AI sections; and customize the analysis for PCCA members as required by HUD.

C. Community Participation Summary

The Michael Baker team will prepare a summary of the community participation process outlined above. The summary will include the correlated findings as well as a synopsis of the public meetings and any comments received during the process, and a summary of the comments that were not accepted including why they were not accepted. It will include a brief discussion of the community outreach process itself, the results of the community survey, a statement on whether community participation efforts succeeded in soliciting valuable input from stakeholders and the public, and in particular, from protected classes living in the region.

D. Analysis of Publicly Supported Housing, Disability and Access, and Fair Housing Enforcement and Education

The Michael Baker team will prepare a draft analysis of the issue specific to public housing, including housing and public access needs for persons with a disability, fair housing enforcement, education, outreach, and resources.

E. Identification of Significant Contributing Factors

The Michael Baker team will identify the significant contributing factors to fair housing issues analyzed in the earlier tasks. These issues may include segregation, R/ECAPs, gaps in access to opportunity and community assets, and disproportionate housing needs, particularly in regard to protected classes. The Michael Baker team will also assess contributing factors to disparities in

access to publicly supported housing and fair housing resources, enforcement, and education, including lack of outreach capacity.

F. Assessment of Past Goals and Actions

The Michael Baker team will review past goals and actions including education, outreach, testing, and the action items identified in existing AIs to evaluate what actions were related to previous impediments and the results of those actions.

G. Prioritizing of Contributing Factors

The Michael Baker team will use the analysis completed through the draft to identify the contributing factors impacting fair housing in the region. The Michael Baker team will coordinate with PCCA members to discuss the contributing factors and to prioritize factors for future planning. The prioritized factors will direct the goals, metrics, and milestones and will guide the planning process to meet these goals.

H. Goals, Metrics and Milestones

The Michael Baker team will develop goals, metrics and milestones for PCCA review. PCCA members will each review the goals, metrics and milestones for each priority contributing factor and provide feedback.

4. Administrative Draft AI and Public Presentation

The Michael Baker team will submit the draft AI to the PCCA working group for two rounds of review and comment. The Michael Baker teams will release the Public Review Draft according to public participation requirements and will collect public comment during the public review period. The PCCA members will review the first Administrative Draft AFH plan and provide comments for the Michael Baker team to incorporate into the draft. PCCA members will review the incorporated comments and provide any additional comments for the Michael Baker team to complete the Administrative Draft AI and prepare a Public Review Draft Plan. PCCA member will forward public comments to the Michael Baker team for collection in the Public Review Draft Plan. PCCA members will post the draft and solicit additional comments through the typical means of publication. The Michael Baker team will incorporate comments into the Public Review Draft Plan and draft responses where appropriate. The Michael Baker team will present Public Review Draft Plan at a public hear if it is requested by a PCCA member for an additional fee to be paid by the PCCA member directly to Michael Baker International, Inc.

5. Submitting Final AI

The Michael Baker team will take the draft with incorporated public comments and responses and prepare a Final Draft AI. Alameda County will take the lead in uploading the final AI to HUD, with any assistance from the Michael Baker team as necessary. The Final Draft AFH Plan will be provided to PCCA members to be included in future planning documentation. The Michael Baker team will respond to any HUD comments and make any necessary changes to ensure the Final AFH Plan is accepted and approved by HUD.

Deliverables

The Michael Baker team will produce the following deliverables:

- A complete AI that meets HUD and California AB686 requirements.
- Electronic reports, memoranda, addendums, etc.
- Electronic presentation materials for English and non-English speakers, including information packets, surveys, questionnaires, community outreach efforts, and public hearings if requested by one and/or more of the PCCA. If materials are needed in different formats, the Michael Baker team will provide that as well.
- Online survey (for English and non-English speakers). The Michael Baker team will discuss the number of mail-out surveys during the planning phases.
- Electronic summary of consultations done and copy of survey results.
- Electronic copies of written public comments, summaries of verbal comments, and responses from community outreach efforts.
- One electronic, print-ready copy of the final AI and all backup materials.
- One paper copy of the final AI (including indexes, tables, attachments, source documentation, and data) for each PCCA member, if requested.
- Any other materials that are substantially relevant to the development process.

Deadlines

The proposed timeline allows for a community engagement process, one draft review period, a public comment period, presentations to governing boards and public housing resident advisory boards, and timely submission to HUD. The Michael Baker team will submit the final AI to HCD by no later than December 31, 2019.

Kickoff	Spring 2019
Community Outreach – survey & consultations	Spring – Summer 2019
Data Collection and Drafting	Spring – Summer 2019
Administrative Draft	September 1, 2019
Public Review Draft & community engagement mtgs	October 1, 2019
Final Draft	December 1, 2019
Public Hearing for adoption	December 2019

MICHAEL BAKER INTERNATIONAL, INC.
EXHIBIT A CONTINUED
BUDGET
APRIL1, 2019 THROUGH JANUARY 31, 2020

Task	Description	Costs
1	Project Kick-Off Meeting, Technical Consultation and Ongoing Coordination	\$28,665
2	Community Participation and Consultation	\$45,300
3	Draft AI	\$36,000
4	Administrative Draft	\$9,925
5	Final Draft AI	\$6,900
	Optional Task – Attend and Present at Public Hearing At Housing Authority of Alameda County At City of Oakland	\$1,600
	Combined Subtotal – Regular and Optional Tasks	\$8,700
Total Project Costs		\$128,390

EXHIBIT B
CONDITIONS FOR PAYMENT BETWEEN
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
AND
MICHAEL BAKER INTERNATIONAL, INC. (MICHAEL BAKER)

1. County shall pay Contractor for services in accordance with the Scope of Work in Exhibit A and in accordance with the conditions set forth below.
 - A. County will pay Contractor up to \$128,390 for the preparation of the Analysis of Impediments to Far Housing Choice (AI) Plan. Michael Baker International, Inc. will prepare an invoice by approximately the 10th day of each month which will request funding from HCD for time billed during the previous month. HCD will respond to this invoice within five working of receiving it and forward payment to Michael Baker within 30 days of receipt of the invoice. All invoices will include appropriate supporting documentation as required by the County and a contract service period.
 - B. The basis for payment will be completion of tasks outlined in Exhibit A Work Plan and in the Budget.
 - C. In the event of contract termination, County will pay Contractor for all work completed until the date of termination, subject to the conditions outlined in Paragraph XI of this contract.
2. Total payments under the terms of this agreement shall not exceed \$128,390 for the contract period beginning April 1, 2019 and ending January 31, 2020. These funds must cover all costs to the Contractor of providing contracting services, as no additional funds will be made available to reimburse expenses incurred in completing the Scope of Work described in Exhibit A.

3. **COMPLIANCE WITH FEDERAL REGULATIONS**

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

- A. 2 CFR Part 200.
- B. Paragraph (b) of Section 570.502 of sub-part J of 24 CFR 85, Common Rule of Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.

4. **PUBLIC RECOGNITION OF FUNDING**

Contractor will publicly recognize the funding provided by the Alameda County Housing and Community Development Department (HCD) and other PCCA members in all newspaper articles and any other public relations opportunities related to this project.

EXHIBIT B1
CONDITIONS FOR PAYMENT BETWEEN
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
AND
MICHAEL BAKER INTERNATIONAL, INC.

CFDA number:

CDBG 14.218

HOME 14.239

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: 613666528

Federal Award Date of award to HCD by HUD:

Federal Award Identification Number: B-19-UC-06-0001; M-19 DC060001& B-20-UC-06-0001; M-20 DC060001

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; 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: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, 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. 2. 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. 3. 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. 4. 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. 5. 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. 6. 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". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. 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) and HOME funds.

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 sub-contracting 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: MICHAEL BAKER INTERNATIONAL, INC.

Services to be Provided: Consulting Services

Contract Amount: \$128,390

- 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>
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CONTRACTOR agrees to undertake a good faith effort to comply with all of the provisions of Section 3 of the Housing and Urban Development Act of 1968.

Contractor: Michael Baker International, Inc.

DocuSigned by:

Thomas G. Tracy

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Thomas G. Tracy, Associate Vice President

4/9/2019

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 principles, 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: MICHAEL BAKER INTERNATIONAL, INC.

PRINCIPAL: Thomas G. Tracy

TITLE: Associate Vice President

SIGNATURE: _____

Thomas G. Tracy

DATE: 4/9/2019

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