

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY  
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

AGENDA ITEM No. \_\_\_\_\_ June 9, 2009

Chris Bazar  
Agency Director

May 26, 2009



Linda M. Gardner  
Housing Director

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

Dear Board Members:

**SUBJECT: AUTHORIZE CONTRACT No. 4033 WITH AMCAL BROOKFIELD PLACE FUND, L.P. FOR MENTAL HEALTH SERVICES ACT (MHSA) FUNDING**

**RECOMMENDATION:**

It is recommended that your Board authorize the President of the Board to execute contract No. 4033 with AMCAL Brookfield Place Fund, L.P. (Principal: Arjun Nagarkatti; Location: Agoura Hills) for Mental Health Services Act funds for the term of June 1, 2009 to June 31, 2012 for the Brookfield affordable housing project in Oakland, in the amount of \$500,000.

**DISCUSSION/SUMMARY:**

Brookfield Place is a new affordable housing development in East Oakland located on 1.6 acres, and consists of 58 affordable family units with 1-3 bedrooms for families and 2,440 s.f. of ground-floor retail. The project has replaced underutilized commercial parcels and has helped to revitalize an Oakland area with a shortage of affordable housing for families. Five of the units will be set aside for households with mental illness and incomes of 30% and 40% of area median income or below. The development is conveniently located near an AC Transit bus line, Ira Jenkins Park and Recreation Center, Brookfield Branch Library, Brookfield Elementary School, Albert J. Thomas Medical Clinic and grocery markets. Amenities include a children's play area in the courtyard, and a community clubhouse with a computer lab.

All of the residents at Brookfield will be linked with services, which may include educational and vocational training, computer labs, and financial literacy programs. The five units funded under this contract will receive additional supportive services through Behavioral Health Care Services (BHCS) and its MHSA program.

Brookfield Place Fund, L.P., is owned by AMCAL Multi-Housing, Inc. and Foundation for Affordable Housing V, Inc., its nonprofit partner. AMCAL Multi-Housing Inc., the developer of Brookfield, is an experienced affordable housing development organization working throughout the State of California. AMCAL has developed or co-developed over 2,500 housing units in 25 properties, located throughout the State.

MHSA is a voter-approved State program administered by Behavioral Health Care Services (BHCS). In a joint effort with BHCS, the Community Development Agency's (CDA) Housing and Community Development Department (HCD), is administering a portion of the funds to develop affordable rental housing throughout the County for persons with mental illness and incomes at or below 30% and 40% of area median income. BHCS provides MHSA-funded services and rental subsidies as needed to qualifying households.

The County set aside \$4,000,000 from MHSA in one-time capital development funds for affordable housing developments and awarded the funds in two Request For Proposal (RFP) rounds, and your Board authorized eight projects one of which (Las Casitas) has subsequently been cancelled due to lack of progress and failure to meet contract milestones.

Alameda County BHCS and HCD continue to work together to identify additional MHSA eligible housing opportunities and projects which will be funded through the State program. The Brookfield project was identified through that ongoing process, and it will utilize \$500,000 of the \$600,000 originally committed to the Las Casitas project.

**SELECTION CRITERIA:**

*HCD issued a Request for Proposals (RFP) in December 2007 to award MHSA funds for affordable housing projects. One of the projects selected in that process was canceled, and these funds became available to issue to new projects on an opportunity basis. HCD and BHCS jointly reviewed the request for MHSA funding, and determined that the project met the goals and objectives of the MHSA housing program. The project was presented to the MHSA Housing Committee, which recommended \$500,000 in MHSA funds for Brookfield Place.*

**FINANCIAL CONSIDERATIONS:**

MHSA funds are currently held by BHCS in a Trust Fund per the State requirements, pending contract negotiations and allocations. Upon your Board's approval, BHCS will transfer funds to HCD for the contract. There is no Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director  
Community Development Agency

cc: Patrick O'Connell, Auditor-Controller  
Richard Winnie, County Counsel  
Susan Muranishi, County Administrator  
Andrea Weddle, County Counsel  
Louie Martinez, County Administrator's Office  
Marye Thomas, Director, BHCS  
Marlene Gold, BHCS Finance Director  
U.B. Singh, CDA Finance Director

CONTRACT FOR THE USE OF MHSA FUNDS BETWEEN  
AMCAL Brookfield Place Fund, LP  
AND  
THE COUNTY OF ALAMEDA

THIS CONTRACT, made and entered into this 1st day of June, 2009 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY" and AMCAL Brookfield Place Fund, LP, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY has received "one-time funds" funds from the California Department of Mental Health, ("DMH") pursuant to Proposition 63, the Mental Health Services Act ("the Act" or "MHSA"). The Act was enacted by the voters of the State of California in November of 2004. The MHSA Funds must be used by the County in accordance with the Act and California Code of Regulations Title 9, Section 3100, et seq. 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, IT IS HEREBY MUTUALLY AGREED as follows:

**Scope of Work and Budget**

1. Attached hereto, marked Exhibit A, and by this reference made a part hereof, is a description of the duties and services to be performed for COUNTY by CONTRACTOR, and CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner.

2. COUNTY has allocated the sum of \$500,000 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.

3. The term of this contract begins on the 1<sup>st</sup> day of June, 2009 and ends on June 30, 2012, or until all terms of this agreement are completed.

**Finance Administration Procedures**

4. CONTRACTOR shall maintain on a current basis standard financial and administrative records regarding the verification of tenant incomes and household composition, determination of rental subsidy amounts and inspections and approvals of properties pursuant to Housing Quality Standards and other HUD guidelines, including source documents supporting accounting transactions, eligibility and occupancy records as may be applicable, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with instructions provided and to be provided by COUNTY. All records are to be maintained for a period of at least three years. CONTRACTOR shall comply with all such instructions. CONTRACTOR will cooperate with COUNTY in the preparation of, and will furnish any and all information required for reports to be prepared by COUNTY as may be

required by the rules, regulations, or requirements of COUNTY or of any other government entity. To the extent permitted by law, CONTRACTOR will also permit access to all books, accounts, or records of any kind to COUNTY or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

5. 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. However, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this contract. CONTRACTOR has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by CONTRACTOR pursuant to this contract. Nothing herein shall be deemed to prohibit CONTRACTOR from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. COUNTY shall assign a liaison to CONTRACTOR with respect to the performance of this contract. In the event that a budget is one of the Exhibits to this contract, and if any adjustment in the line items in that budget is requested by CONTRACTOR, such adjustment may be made upon receipt by CONTRACTOR of the written approval of the liaison. Such budget adjustment shall not alter (1) the basic scope of services or other performance to be provided under this contract, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

7. CONTRACTOR shall submit all claims for reimbursement under the contract within thirty (30) days after the ending date of the contract. All claims submitted after thirty (30) days following the ending date of this contract will not be subject to reimbursement by the COUNTY. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) days following the ending date of the contract will be disallowed under audit by the COUNTY.

8. CONTRACTOR and COUNTY recognize that unforeseen events may cause significant increases in the costs to be borne by CONTRACTOR in rendering services hereunder and in otherwise performing this contract. If the Board of Supervisors determines that the CONTRACTOR has incurred unforeseen significant costs, which, if not paid, will interfere substantially with CONTRACTOR's performance hereunder, and reimbursement thereof is necessary in order to prevent undue hardship to the recipients of CONTRACTOR's services, this contract may be amended.

#### **Insurance Requirements**

9. CONTRACTOR shall 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 set forth in that Exhibit.

#### **Indemnify and Hold Harmless**

10. **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.

## **Program Administration**

11. COUNTY shall make at least one program evaluation during the term of this contract. COUNTY, with prior written notice of 14 days to CONTRACTOR, may at any time during the term of this contract conduct an evaluation of the program. Said evaluation shall cover both objectives and program of CONTRACTOR. CONTRACTOR shall maintain and retain records with respect to such objectives, program, and evaluations, and shall cooperate with COUNTY in making these or any other evaluation reports; CONTRACTOR shall permit access by COUNTY to the premises, shall furnish all information requested by COUNTY, and shall afford COUNTY access to all such records of CONTRACTOR.

12. None of the work to be performed by CONTRACTOR shall be subcontracted without the prior written consent of COUNTY. CONTRACTOR shall be as fully responsible to COUNTY for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR shall not transfer any interest in this contract (whether by assignment or novation) without the prior written approval of COUNTY. No party shall, on the basis of this contract, in any way contract on behalf of, or in the name of, the other party to the contract, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

13. 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.

14. CONTRACTOR agrees to maintain the confidentiality of any information which may be obtained with this work. COUNTY shall respect the confidentiality of information furnished by CONTRACTOR to COUNTY.

## **Termination of Contract**

15. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, COUNTY shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date of such termination. Without prejudice to the foregoing, CONTRACTOR agrees that if, prior to the termination or expiration of this contract, upon any final or interim audit by COUNTY, COUNTY finds that Contract has failed to fulfill its obligations under this contract in a timely and proper manner, that CONTRACTOR shall forthwith bring itself into compliance and shall pay to COUNTY forthwith whatever sums are so disclosed to be due to COUNTY (or shall, at COUNTY's election, permit COUNTY to deduct such sums from whatever amount remains undisbursed by COUNTY to CONTRACTOR pursuant to this contract); if this contract shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, the CONTRACTOR shall pay to COUNTY forthwith whatever sums are so disclosed to, or determined by, COUNTY to be due to COUNTY, or shall, at COUNTY's election, permit the COUNTY to deduct such sums from whatever amounts remain undistributed by COUNTY to CONTRACTOR pursuant to this or any other contract between the COUNTY and CONTRACTOR. Anything in this contract to the contrary notwithstanding, COUNTY or CONTRACTOR shall have the right to terminate this contract with or without cause at any time upon giving at least 30 days' written notice prior to the effective date of such termination.

## **Federal and State Requirements**

16. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in performing any of the work embraced by this contract. This shall include obtaining any licenses, permits or waivers necessary to legally own or operate any facility or perform any work or service covered by this contract.

17. Any building or structure assisted with funds through MHSA or this contract for new construction,

substantial rehabilitation, or acquisition of a building, structure, or site, must be maintained as a facility to provide housing or assistance for individuals with mental illnesses for a period of not less than fifty-nine (59) years. (Substantial rehabilitation is defined as rehabilitation involving costs in excess of 75 percent of the value of the building after rehabilitation.) Any building or structure assisted with funds through MHSA for non-substantial rehabilitation or repair must be maintained as a facility to provide housing or assistance for individuals with mental illnesses for a period of not less than fifty nine (59) years. In the event the property assisted with MHSA funds is leased rather than owned by the CONTRACTOR, the building must be maintained as a facility to provide housing or assistance for individuals with mental disabilities required by the period of this contract or the rental subsidy payments provided by the County, whichever term is longer.

18. CONTRACTOR shall retain the property acquired with funds under this contract as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by COUNTY funds. For disposition of property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, CONTRACTOR shall request disposition instructions from COUNTY. All personal property acquired with funds pursuant to this contract shall be acquired in compliance with Federal Management Circular 74-7, Attachment N - Property Management Standards.

19. CONTRACTOR agrees to comply with all requirements which are now, or which may hereafter be, imposed by the Mental Health Services Act (MHSA) Program, and the State of California, as well as such requirements as may be imposed by COUNTY. This includes, but is not limited to the Mental Health Services Act and the implementing regulations of the Department of Mental Health; 24 CFR part 85 (OMB Circulars A-102, A-87, A-110 and A-122); 24 CFR part 87, anti-lobbying requirements, 24 CFR part 24, debarred or suspended contractors; and 24 CFR part 35, and the Lead-based Paint Poisoning Prevention Act. No persons shall be displaced as a result of a project funded under this agreement. CONTRACTOR agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of COUNTY. Further, CONTRACTOR agrees that upon the return of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, or the receipt of any funds by the CONTRACTOR as a direct result of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, CONTRACTOR shall return the funds to COUNTY, unless COUNTY otherwise directs in writing.

20. CONTRACTOR agrees to comply with 24 CFR 574.630, the displacement, relocation and real property acquisition provisions of the MHSA Regulations. Grantee will take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of a project assisted under this Agreement. Relocation Assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and implementing regulations at 49 CFR Part 24 must be provided to all persons displaced as a result of activities assisted under this Agreement. the acquisition of real property for a project assisted under this Agreement is subject to the URA and the requirements described in 49 CFR Part 24, Subpart B.

21. CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free work place and with the requirements of the Drug-free Workplace Act of 1988 and 24 CFR part 24 subpart F. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

#### **Equal Employment Opportunity Practices Provisions and Affirmative Action Requirements**

22. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation,

or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

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

23. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, handicap, or ancestry or religion. CONTRACTOR will take affirmative action to assure that applicants are employed and employees are treated during employment without regard to race, color, sex, sexual orientation, handicap, national origin, ancestry, age or religion, with the goal being that the ethnic composition of the CONTRACTOR's work force component for the project or service will approximate the ethnic composition of the population of Alameda COUNTY. Such action shall include, but not be limited to, employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay or forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training, and on-the-job training. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this non-discrimination clause.

#### **Conflict of Interest Provisions**

24. CONTRACTOR shall not, during the term of this contract, without obtaining the written consent of COUNTY, permit any member of the governing board of the CONTRACTOR to perform for compensation any administrative or operational functions for the CONTRACTOR with respect to the performance of this contract (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions). Such consent shall be obtained in writing by CONTRACTOR from the CONTRACTOR's liaison with COUNTY. The liaison may consent if the liaison determines such performance to be fair or reasonable. Should the liaison refuse to consent within three weeks of receipt of the request therefore, then CONTRACTOR either shall comply with the liaison's decision, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event, the performance of such functions may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply with such Board decision. CONTRACTOR shall not, during the term of this contract, with respect to the performance of this contract, without having promptly disclosed the same to COUNTY in writing:

- a. Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the CONTRACTOR; or

b. Contract for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manger or a member of the governing board of the CONTRACTOR; or

c. Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the CONTRACTOR has a substantial personal financial interest.

Such disclosure shall be by a writing addressed to the CONTRACTOR's liaison with COUNTY; should said liaison object to such employment or contracting in a writing to the CONTRACTOR within three weeks of receipt of the disclosure, then CONTRACTOR either shall not permit such employment or contracting as so disclosed, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event said employment or contracting may continue until the Board of Supervisors has decided the matter. The CONTRACTOR shall comply with such Board decision. CONTRACTOR shall not during the term of this contract, permit any member of the governing board of the CONTRACTOR to have or acquire, directly or indirectly, any personal financial interest in the performance of the contract, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board, and said member shall not participate in board discussion or action such matter.

**Contract Amendment**

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

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

COUNTY OF ALAMEDA

CONTRACTOR

By: \_\_\_\_\_  
President, Board of Supervisors

AMCAL Brookfield Place Fund, LP  
a limited liability partnership

By: \_\_\_\_\_

Name Arjun Nagarkatti, Exec. VP  
30141 Agoura R., Ste. 100  
Agoura Hills, Calif. 91301-4332

Approved as to Form  
Richard E. Winnie, County Counsel

By: \_\_\_\_\_  
Andrea Weddle  
Senior Deputy County Counsel

Taxpayer Identification # 26-1111046

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 & COMMUNITY DEVELOPMENT PROGRAM  
AND  
AMCAL BROOKFIELD PLACE FUND, L.P

1. CONTRACTOR shall use the MHSA funds subject to this contract to develop the property located at 555 98<sup>th</sup> Avenue, Oakland CA 94603. The site will be developed to create 58 units of affordable housing for extremely low, very low income households. The project will include 5 (five) units designated for people with mental illnesses with maximum rents set at no greater than 40% of area median income
2. CONTRACTOR understands that while it did not apply for these funds under the MHSA Notice of Funds Available (NOFA) issued December 2007, all program requirements outlined in the NOFA apply to this project and all future loan documents created for this project, unless otherwise approved by the Housing Director or her designee. Contractor stipulates that it has received a copy of those program requirements from County staff prior to contract execution.
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; tenant relocation; formulating a services plan appropriate for the disability of the residents; leasing and asset management for 59 years. All actions related to the development of the project shall be reviewed and approved by the Housing Director or her designee prior to commencement.
4. CONTRACTOR must have its own insurance. It should include general liability, auto, workers' compensation and property insurance. In the general liability coverage, the County needs to be named as additional insured. Insurance requirements are outlined in more detail under Exhibit C. Ongoing insurance requirements after construction completion are outlined in the Regulatory Agreement, but include hazard insurance to the replacement value of the building and naming the County as an additional insured.

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 as outlined in Exhibit C.

5. CONTRACTOR shall enter into and be bound by a Promissory Note, Regulatory Agreement, Deed of Trust, and Loan Agreement, which shall be referred to as LOAN DOCUMENTS. CONTRACTOR shall record against the property the Regulatory Agreement and Deed of Trust, which shall specify affordability and occupancy levels, term of affordability, maintenance and management standards, and other related requirements as part of the funding and RFP. In the event of a conflict between this CONTRACT and the LOAN DOCUMENTS, the LOAN DOCUMENTS shall prevail. The Housing Director or her designee shall set the terms and conditions of such loan documents. Subordination of the Regulatory Agreement and Deed of Trust may be subordinated in accordance with the LOAN DOCUMENTS.
6. CONTRACTOR shall meet specific time lines for the following tasks:

A) Construction Completion	October, 2009
B) Occupancy & Certification	June, 2009
C) Rent Up and Occupancy	December, 2009
D) Close-Out Report (for restricted units)	December, 2009

7. CONTRACTOR shall comply with the following additional requirements:
- A. **Relocation:** All Contracts funded with Federal and State funding must comply with the Federal Uniform Relocation Act and the State Relocation requirements.
  - B. **Davis-Bacon:** CONTRACTOR is responsible for wage requirements if applicable.
  - C. **Prevailing Wage:** CONTRACTOR shall pay State prevailing wages if applicable.
  - D. **Competitive Bidding:** COUNTY requires competitive bidding of all construction and professional services contracts arising from the use of federal funds.
  - E. **Section 504 Disabled and Senior Access:** CONTRACTOR must meet the requirements of the Americans with Disabilities Act and the Fair Housing 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 sets minimum percentages of accessible units, and calls for fully accessible common areas, among its numerous requirements. For federally funded projects, 5% of the total number of units must be accessible to people with physical disabilities, and an additional 2% of units must be accessible to people with auditory and visual disabilities, as defined in the Uniform Federal Accessibility Standards (UFAS). CONTRACTOR and project architect must make a written certification of compliance with Section 504, Title 24, ADA, and the Federal Fair Housing Act. Title 24, ADA, and the Federal Fair Housing Act will also impose accessibility requirements on buildings.
  - F. **Fair Housing Marketing:** CONTRACTOR must submit a Preliminary Management Plan and Fair Marketing Plan. A Final Management and Marketing Plan will be required 180 days prior to construction completion and a Management Contract must be submitted to HCD 90 days prior to construction completion. The final Marketing Plan must be approved prior to beginning rent-up activities, including marketing flyers and application materials.
  - G. **Lead-Based Paint:** The use of lead-based paint on HCD funded projects is prohibited. Testing and abatement of lead-based paint in rehabilitation projects may be required. Projects typically must follow the federal guidelines, which require notification to prospective residents of potential lead-based paint hazards, among other requirements.
  - H. **Non Discrimination:** CONTRACTOR must agree not to discriminate on the basis of race, color, ancestry, national origin, religion, sex, 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.
  - I. **Annual Recertification of Tenant Income:** CONTRACTOR is required to re-examine tenant incomes annually to ensure that tenants continue to meet the income requirements of HCD funding programs. As required by the Regulatory Agreement, rent schedules and utility allowances, including any increases, must be reviewed and approved annually by HCD. In the event that a tenant's income exceeds the applicable income limits, the tenant's rent must be increased to an amount equal to 30% of the tenant's adjusted income, less an allowance for tenant-paid utilities. Projects that are also assisted with Low Income Housing Tax Credits or MHP will be subject to those relevant rules regarding over-income tenants. Rents and tenant incomes will be annually reviewed for compliance by HCD.

- J. **Reporting:** CONTRACTOR shall be responsible to HCD for ongoing reports on the progress and condition of the project.
1. **During Construction** CONTRACTOR shall provide information on the progress of the project to HCD as part of request for funding.
  2. **Close Out Report** Before the County shall release retention, Contractor shall provide the following close out materials
    - i. MBWBE & Section 3 reporting form
    - ii. Rent-up report
    - iii. Cost certification/project audit/Final Sources and Uses
    - iv. Certificate of Occupancy
    - v. Final Management Plan
    - vi. Final Affirmative Fair Marketing Plan and outreach materials
    - vii. Final Relocation Report (if applicable)
    - viii. Final Report on Section 504 (list of which units are accessible)
    - ix. Funding Source Close-out Report
  3. **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, tenancy reports and a cash flow proforma. These requirements are more clearly detailed in the regulatory agreement.
  4. **Annual Reports** After the first year, or when the Housing Director or her 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, tenancy reports and a cash flow proforma. These requirements are more clearly detailed in the regulatory agreement.
8. CONTRACTOR has received copies of HCD's Boilerplate loan documents and understands the terms laid out in those documents and in the RFP under which CONTRACTOR applied for funding.

EXHIBIT B

CONDITIONS FOR PAYMENT BETWEEN  
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT  
AND  
AMCAL BROOKFIELD PLACE FUND, L.P

**BUDGET**

Before disbursement of Contract funds may be made, CONTRACTOR shall establish a budget, to be approved in writing by the Housing Director of her 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 Housing Director or her 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 Contractor's 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.

Line Item	Total Budget	Previous Requests	Current Request	Balance Remaining
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- b. 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.
- c. Requests for funding draw or reimbursement must be received within 60 days of the end of each month or period covered.
- d. 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.
- e. 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.
- f. 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 who 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 Housing Director or her 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 Housing Director or her designee determines that the total amount of funds under this contract exceeds the amount necessary to complete the project, Housing Director or her 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 Housing Director or her 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. OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- B. OMB Circular A-110, Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- C. 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.
- D. Section 44.6 of 24 CFR Part 44 (Non-Federal Government Audit Requirements), Common Rule of Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

**5. PUBLIC RECOGNITION OF FUNDING**

Contractor will publicly recognize the funding provided by the Alameda County Housing and Community Development Department (HCD) and Behavioral Health Care Services (BHCS) in all newspaper articles and any other public relations opportunities related to this project. HCD and BHCS 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% of the contract amount (\$50,000) until receipt of close-out documents. Close-out documents include:

- i. MBWBE & Section 3 reporting form
- ii. Rent -up report

- iii. Cost certification/project audit/Final Sources and Uses
- iv. Certificate of Occupancy
- v. Final Management Plan
- vi. Final Affirmative Fair Marketing Plan and outreach materials
- vii. Final Relocation Report (if applicable)
- viii. Final Report on Title 24 and Section 504 (list of which units are accessible)
- ix. Any State MHSA Reports that are required

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Course of Construction /Builder's Risk All Risk</b>	\$ Value of Completed project or materials
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> General Liability and Automobile Liability Policies 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 and volunteers.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>- 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.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 – 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	



# CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

5/18/2009

## Producer

SullivanCurtisMonroe Insurance Services  
2100 Main Street Suite 350  
Irvine, CA 92614

949.250.7172 License # 0E83670  
www.SullivanCurtisMonroe.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURER A Interstate Fire &amp; Casualty Co.

INSURER B Arch Specialty Insurance Co.

INSURER C

INSURER D

INSURER E

## Insured

AMCAL General Contractors Inc.  
See Attached Named Insured Schedule  
30141 Agoura Road. #100  
Agoura Hills, CA 91301

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	SGL 1001291 \$5,000 Ded.	6/1/2008	6/1/2009	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ None PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	ULP0008718-03	6/1/2008	6/1/2009	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				STATUTORY LIMIT OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Amcal Brookfield Place Fund, LP - 555 98th Ave., Oakland, CA 94603  
The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers are named as additional insured per attached.

TRIA Coverage Excluded

## CERTIFICATE HOLDER

Amcal Brookfield Place Fund, LP

County of Alameda  
Attn: Risk Management Unit  
125 - 12th Street, 3rd Floor  
Oakland CA 94307

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. \* 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Terry Sitzmann

ACORD 25-S (7/97)

© ACORD CORPORATION 1988



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

Blanket Additional Insured CG2026

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Blanket Additional Insured as required by written contract, agreement, permit, or other order.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

All other terms and conditions of this Policy remain unchanged.

# ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2009

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER NAME, CONTACT PERSON AND ADDRESS  SullivanCurtisMonroe Insurance Services 2100 Main Street Suite 350 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670	PHONE (A/C, No, Ext): 949.250.7172	COMPANY NAME AND ADDRESS  Philadelphia Indemnity Insurance Co	NAIC NO:
	FAX (A/C, No): 949.852.9762 E-MAIL ADDRESS:		
CODE:	SUB CODE:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
AGENCY CUSTOMER ID #:		LOAN NUMBER	POLICY NUMBER PHPK350252
NAMED INSURED AND ADDRESS Amcal General Contractors Amcal Brookfield Place Fund LP 30141 Agoura Road. #100 Agoura Hills CA 91301		EFFECTIVE DATE 9/24/2008	EXPIRATION DATE 9/24/2009 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:	

**PROPERTY INFORMATION (Use additional sheets if more space is required)**LOCATION/DESCRIPTION  
555 98th Ave.  
Oakland CA 94603

COVERAGE INFORMATION	CAUSE OF LOSS FORM	BASIC	BROAD	SPECIAL	OTHER	
COMMERCIAL PROPERTY COVERAGE		YES NO		<input checked="" type="checkbox"/>		AMOUNT OF INSURANCE: \$ See atthd DED: 5,000
BUSINESS INCOME / RENTAL VALUE		<input checked="" type="checkbox"/>	If YES, LIMIT: See atthd			Actual Loss Sustaine # of months:
BLANKET COVERAGE		<input checked="" type="checkbox"/>	If YES, indicate amount of insurance on properties identified above: \$			
TERRORISM COVERAGE		<input checked="" type="checkbox"/>	Attach signed Disclosure Notice / DEC			
IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?		<input checked="" type="checkbox"/>	If YES, SUB LIMIT:			DED:
IS COVERAGE A STAND ALONE POLICY?		<input checked="" type="checkbox"/>	If YES, LIMIT:			DED:
DOES COVERAGE INCLUDE DOMESTIC TERRORISM?		<input checked="" type="checkbox"/>	If YES, SUB LIMIT:			DED:
COVERAGE FOR MOLD		<input checked="" type="checkbox"/>	If YES, LIMIT:			DED:
MOLD EXCLUSION (If "YES", specify organization's form used)		<input checked="" type="checkbox"/>				
REPLACEMENT COST		<input checked="" type="checkbox"/>				
AGREED AMOUNT		<input checked="" type="checkbox"/>				
COINSURANCE		<input checked="" type="checkbox"/>	If YES, %			
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>	If YES, LIMIT:			DED:
LAW AND ORDINANCE - Coverage for loss to undamaged portion of building		<input checked="" type="checkbox"/>	If YES, LIMIT: 250,000			DED: 5,000
- Demolition Costs		<input checked="" type="checkbox"/>	If YES, LIMIT: 250,000			DED: 5,000
- Incr. Cost of Construction		<input checked="" type="checkbox"/>	If YES, LIMIT: 250,000			DED: 5,000
EARTHQUAKE (If Applicable)		<input checked="" type="checkbox"/>	If YES, LIMIT:			DED:
FLOOD (If Applicable)		<input checked="" type="checkbox"/>	If YES, LIMIT:			DED:
WIND / HAIL (If Separate Policy)		<input checked="" type="checkbox"/>	If YES, LIMIT:			DED:
PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS		<input checked="" type="checkbox"/>				

**REMARKS - Including Special Conditions (Use additional sheets if more space is required)****CANCELLATION**THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.**ADDITIONAL INTEREST**

NAME AND ADDRESS Amcal Brookfield Place Fund, LP  County of Alameda 125 - 12th Street, 3rd Floor Oakland CA 94607	LENDER SERVICING AGENT NAME AND ADDRESS    AUTHORIZED REPRESENTATIVE Terry Sitzmann <i>Terry Sitzmann</i>
MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE	

ACORD 28 (2003/10)

© ACORD CORPORATION 2003

# CERTIFICATE - ATTACHMENT

Named Insured:

Amcal General Contractors  
30141 Agoura Road. #100  
Agoura Hills CA 91301

Issue Date: 5/18/2009

Location Covered:

555 98th Avenue  
Oakland, CA 94603

Coverage:

→ Builders Risk at the Project Site: \$7,044,124  
Builders Risk - All Covered Property: \$7,044,124  
Builders Risk - In Transit: \$100,000  
Builders Risk - In Temporary Storage: \$100,000  
Extra Expense/Rental Income: \$1,425,000

Deductible: \$5,000

ecartsonline™

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

Provisions Applicable		
Loss Payable	Lender's Loss Payable	Contract Of Sale
	X	

Description of Property

Loss Payee (Name & Address)

County of Alameda

125 - 12th Street, 3rd Floor  
Oakland CA

94607

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part of this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an 'X' in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust Losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

CP 12 18 06 95

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

Provisions Applicable		
Loss Payable	Lender's Loss Payable	Contract Of Sale
	X	

Description  
of Property

Loss Payee  
(Name & Address)

County of Alameda  
125 - 12th Street, 3rd Floor  
Oakland CA 94607

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part of this endorsement is replaced by the term Policy.

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For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust Losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

CP 12 18 06 95

**C. LENDER'S LOSS PAYABLE**

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor including a mortgageholder or trustee whose interest in Covered Property is established by such written instruments as:
  - a. Warehouse receipts;
  - b. A contract for deed;
  - c. Bills of lading; or
  - d. Financing statements.
  - e. Mortgages, deeds of trust, or security agreements.
2. For Covered Property in which both you and a Loss Payee have an insurable interest:
  - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
  - c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

**D. CONTRACT OF SALE**

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word 'you' includes the Loss Payee.

**C. LENDER'S LOSS PAYABLE**

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor including a mortgageholder or trustee whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bills of lading; or
- d. Financing statements.
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

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d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

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a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

**D. CONTRACT OF SALE**

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word 'you' includes the Loss Payee.



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELLED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:  STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

Named Insured:  
AMCAL GENERAL CONTRACTORS INC  
ATTN DAVID YARDEN  
30141 AGOURA RD STE 100  
AGOURA CA 91301-2020  
POLICY NUMBER(S) P76 1908-D17-75C

EFFECTIVE DATE OF POLICY 04-17-09 TO 10-17-09 - Continuous until cancelled

DESCRIPTION OF VEHICLE Employers Non-Owned Auto Liability

LIABILITY LIMITS 1,000,000 COMBINED SINGLE LIMIT

EMPLOYERS NON OWNED AUTO  YES  NO

HIRE CAR COVERAGE  YES  NO

*Judy D. Vollmer-Humes* AGENT 1711  
Signature of Authorized Representative Title Agent's Code Date 5/26/09

Name and Address of Certificate Holder:  
BROOKFIELD PLACE APARTMENTS  
555 98<sup>TH</sup> AVENUE  
OAKLAND, CA 94603

Project Name & Location:

AMCAL BROOKFIELD PLACE FUND, LP.

Name and Address of Agent:  
JUDY D. VOLLMER-HUMES, C.P.C.U., LIC # 0694257  
STATE FARM INSURANCE  
28720 CANWOOD ST, STE 105  
AGOURA HILLS, CA 91301

- Check if a Permanent Certificate of Insurance for liability coverage is needed.
- Check if the Certificate Holder should be added as an Additional Insured.
- Check here for 30 days Notice of Cancellation.

Remarks:





P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-22-2009

GROUP: 000719
POLICY NUMBER: 0000180-2008
CERTIFICATE ID: 92
CERTIFICATE EXPIRES: 10-01-2009
10-01-2008/10-01-2009

COUNTY OF ALAMEDA
RISK MANAGEMENT UNIT
125 12TH ST STE 300
OAKLAND CA 94607-4915

SL

JOB: BROOKFIELD PLACE
555 98TH AVE
OAKLAND
CA 94603

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1800 - PERCIVAL VAZ PRES, SEC - EXCLUDED.

ENDORSEMENT #1800 - LUXMI VAZ TREAS - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-30-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

AMCAL GENERAL CONTRACTOR, INC
30141 AGOURA RD STE 100
AGOURA HILLS CA 91301

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[JTM,CN]

## EXHIBIT D

### PROPERTY MANAGEMENT STANDARDS

1. This attachment prescribes uniform standards governing the utilization and disposition of property furnished by the Federal Government or acquired with or in part with Federal funds by State and local governments. The County imposes these requirements on all Affordable Housing projects, irregardless of whether or not the funds come from Federal Sources.
2. The following definitions apply for the purpose of this attachment:
  - a. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
  - b. Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
  - c. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
  - d. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
  - e. Excess property. Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.
3. Each Federal grantor agency shall prescribe requirements for grantees concerning the use of real property funded partly or wholly by the Federal Government. Unless otherwise provided by statute, such requirements, as a minimum, shall contain the following:
  - a. The grantee shall use the real property for the authorized purpose of the original grant as long as needed.
  - b. The grantee shall obtain approval by the grantor agency for the use of the real property in other projects when the grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs, or programs that have purposes consistent with those authorized for support by the grantor.
  - c. When the real property is no longer needed as provided in a. and b., above, the grantee shall return all real property furnished or purchased wholly with Federal grant funds to the control of the Federal grantor agency. In the case of property purchased in part with Federal grant funds, the grantee may be permitted to take title to the Federal interest therein upon compensating the Federal Government for its fair share of the property. The Federal share of the property shall be the amount computed by applying the percentage of the Federal participation in the total cost of the grant

program for which the property was acquired to the current fair market value of the property.

4. Standards and procedures governing ownership, use, and disposition of nonexpendable personal property furnished by the Federal Government or acquired with Federal funds are set forth below:

a. Nonexpendable personal property acquired with Federal funds. When nonexpendable personal property is acquired by a grantee wholly or in part with Federal funds, title will not be taken by the Federal Government except as provided in paragraph 4a(4), but shall be vested in the grantee subject to the following restrictions on use and disposition of the property:

(1) The grantee shall retain the property acquired with Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall use the property in connection with other Federal grants it has received in the following order of priority:

(a) Other grants of the same Federal grantor agency needing the property.

(b) Grants of other Federal agencies needing the property.

(2) When the grantee no longer has need for the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:

(a) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The grantee may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

(b) All other nonexpendable property. The grantee may retain the property for its own use provided that a fair compensation is made to the original grantor agency for the latter's share of the property. The amount of compensation shall be commuted by applying the percentage of Federal participation in the grant program to the current fair market value of the property.

(3) If the grantee has no need for the property, disposition of the property shall be made as follows:

(a) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2)(a) above, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed in accordance with (iii)

below.

(b) Nonexpendable property with an acquisition cost of over \$1,000. The grantee shall request disposition instructions from the grantor agency. The Federal agency shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration (GSA) by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The Federal grantor agency shall issue instructions to the grantee within 120 days and the following procedures shall govern:

- (i) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefitting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.
- (ii) If the grantee is instructed to otherwise dispose of the property, he shall be reimbursed by the Federal grantor agency for such costs incurred in its disposition.
- (iii) If disposition instructions are not issued within 120 days after reporting, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed by applying the percentage of Federal participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater, for the grantee's selling and handling expense.

4. Where the grantor agency determines that property with an acquisition cost of \$1,000 or more and financed solely with Federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:

- (a) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee.
- (b) The grantor agency shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If the grantor agency fails to issue disposition instructions within 120 days, the grantee shall apply the standards of 4a(1), 4a(2)(b) and 4a(3)(b).

b. Federally-owned nonexpendable personal property. Unless statutory authority to transfer title has been granted to an agency, title to Federally-owned property (property to which the Federal Government retains title including excess property

made available by the Federal grantor agencies to grantees) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to the grantor agency for further agency utilization or, if appropriate, for reporting to the General Services Administration for other Federal agency utilization. Appropriate disposition instructions will be issued to the grantee after completion of Federal agency review.

5. The grantees' property management standards for nonexpendable personal property shall also include the following procedural requirements.
  - a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share.
  - b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
  - c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.
  - d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
  - e. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.
6. When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any Federal grant purposes, the grantee may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost. The amount of compensation shall be computed in accordance with 4a(2)(b).
7. Specified standards for control of intangible property are provided as follows:
  - a. If any program produces patentable items, patent rights, processes, or inventions, in the course of work aided by a Federal grant, such fact shall be promptly and fully reported to the grantor agency. Unless there is prior agreement between the grantee and grantor on disposition of such items, the grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery -- including rights under any patent issued thereon -- shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).

- b. Where the grant results in a book or copyrightable material, the author or grantee is free to copyright the work, but the Federal grantor agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

**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.

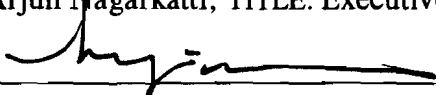
If there are any exceptions to this certification, insert the exceptions in the following space.

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: AMCAL BROOKFIELD PLACE FUND, L.P

PRINCIPAL: Arjun Nagarkatti, TITLE: Executive Vice President

SIGNATURE:  DATE: 5.21.09

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