



# ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Agenda Item \_\_\_\_\_ July 14, 2020

Chris Bazar  
Agency Director

June 30, 2020

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Room 110

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

Dear Board Members:

**SUBJECT: APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) CARES ACT (COVID-19) CONTRACTS**

**RECOMMENDATIONS:**

- A. Approve the following Fiscal Year 2019-2020 Community Development Block Grant (CDBG) CARES (COVID-19) funded contracts, totaling \$337,912, for projects in the unincorporated area of the County;
- i. Procurement Contract No. 20546 with First Presbyterian Church of Hayward (Principal: Jake Medcalf; Location: Castro Valley) for COVID-19 related food distribution to residents in the Unincorporated County for the term of 4/1/20 through 9/30/2020, in the amount of \$10,000.
  - ii. Procurement Contract No. 20545 with Eden I & R Inc. (Principal: Alison DeJung; Location: Hayward) to provide COVID-19 2-1-1 telephone information and referral services to Unincorporated Area residents, for the term to 7/1/2020 through 12/30/2020, in the amount of \$15,000.
  - iii. Procurement Contract No. 20612 with Deputy Sheriff's Activities League (DSAL) (Principal: Hilary Bass; Location: San Leandro) to provide COVID-19 related food distribution to residents in the Unincorporated County for the term of 6/1/2020 through 6/30/2021, in the amount of \$247,282.
  - iv. Procurement Contract No. 20536 with Love Never Fails (Principal: Vanessa Russell; Location: Dublin) COVID-19 shelter operating for survivors of sex trafficking and job training for shelter residents and Unincorporated County residents, for the term of 7/1/2020 through 6/30/2021 in the amount of \$45,630.
  - v. Procurement Contract No. 20721 with Hope 4 the Heart (Principal: Victoria Popejoy; Location: Hayward) for COVID-19 related food distribution to residents in the Unincorporated County for the term of 5/1/20 through 9/30/2020, in the amount of \$20,000.
- B. Waive the County's competitive procurement process for First Presbyterian Church, Eden I & R, Love Never Fails and Hope for the Heart with respect to their contracts;
- C. Adopt a Resolution waiving the County's competitive procurement process for the Deputy Sheriff's Activity League with respect to their contract;
- D. Authorize the Auditor-Controller to make the related budget adjustments.

**DISCUSSION/SUMMARY:**

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

In March 2020, HUD allocated \$1,276,736 in CDBG CARES funds to the Alameda County Urban County for projects that directly address issues related to COVID-19 response. Employing the Urban County allocation formula, \$626,071 was allocated to the Unincorporated County and \$395,318 was made available to the Urban County cities for COVID related needs. HCD will retain \$255,347 for program administration. Due to the urgent need to get these funds to low income households and families impacted by COVID-19, HCD received a waiver of federal requirements for competitive selection of projects and programs to distribute these funds.

HCD contacted current and previously funded agencies in the Unincorporated County. Funds were available in the following priority areas: food delivery systems, shelter operations, rental assistance and information distribution (211 Line) and information about the eviction moratoriums. Agencies could receive up to three months' worth of operating costs and or emergency supplies.

First Presbyterian Church of Hayward has increased the number of hours at their South Hayward Parish Food pantry and have seen an increased demand to 500 families per week. They are providing pre-bagged food to low-income families affected by loss of income due to COVID-19. The funds pay for staffing, training, transportation, supplies, cleaning of the facility.

Eden I&R's 211 Line has had to expand their staff to handle increased call volume due to people seeking information on COVID-19 response. In the first 4-week period, the 211 Line handled nearly 7,300 calls (county-wide) regarding COVID-19 information. The staff is providing this service remotely from their homes. Due to a recent staffing change, the agency needs to bring on temporary help in the form of a Call Center Manager, who will manage the current staff and recruit and train additional staff. The funds will pay for a prorata share of the temporary Call Center Manager.

The Deputy Sheriffs' Activity League (DSAL) is providing a drive thru pick-up of pre-packaged emergency food bags and pre-packaged produce for residents in the Eden Area. They will also be preparing pre-packaged meals for delivery to homebound seniors and medically vulnerable Eden residents. Funds will be used for staff costs, coordination of the development and implementation of a centralized community kitchen and meals delivery service, supplies, and personal protective equipment (PPE) to ensure the safe distribution of food.

Love Never Fails will maintain a safe house for survivors of human trafficking and their children and to provide workforce development services to Unincorporated County residents who are survivors of human trafficking as well as homeless, previously incarcerated, and foster youth. Shelter-in-place has necessitated moving the training classes on-line. Classes will also be offered to low-income Unincorporated County residents who have become unemployed as a result of COVID-19 shelter-in place requirements. These funds will pay a proportional Unincorporated County share for staff to recruit and manage students and maintain the tech platform where classes are offered.

Hope 4 the Heart has increased their hours of operation at their Cherryland food distribution warehouse due to COVID-19. Hope 4 the Heart provides food, diapers, and non-perishable items to local low-income families. They also deliver pallets of food five days a week to over 30 nonprofit organizations in the Bay Area. They receive donations from 17 other organizations in addition to the Alameda County Community Food Bank. It is currently an all-volunteer organization. Hope 4 the Heart increased the number of days that it is open from one day a week to three in response to the community's need for food during the COVID-19 pandemic. The additional funds are being used to pay for the additional costs incurred as a result of the increase in operating time. Expenses include utilities, insurance, and increased cleaning staff.

**SELECTION CRITERIA AND PROCESS:**

*In March 2020, HUD allocated \$1,276,736 in CDBG CARES funds to the Alameda County Urban County for projects that directly address issues related to COVID-19 response. Employing the Urban County allocation formula, \$626,071 was allocated to the Unincorporated County and \$395,318 was made available to the Urban County cities for COVID-related needs. HCD will retain \$255,347 for program administration. HUD has added these funds onto the FY19 CDBG allocation. HCD identified projects through current and past CDBG contracts in the Unincorporated County that fit the CARES Act criteria and had a need for additional funding. On May 12, 2020, presentations were made to the Housing and Community Development Advisory Committee (HCDAC) to allocate the CDBG CARES Act (COVID-19) funds. The HCDAC members approved the staff recommendations to award CDBG CARES Act funding for all four proposals. It is anticipated that additional CDBG COVID-19 funding proposals will be coming to your Board at a later date. Any funds not identified for a CDBG project by June 15, 2020 will be rolled into a rental assistance program for low-income families that is under development.*

*The Auditor Controller's Office of Contract Compliance has reviewed and issued Federal Grant Funds Waiver Numbers F1608 for Love Never Fails (expires 6/30/2021), F1692 for Eden I & R (expires 12/30/2020), F1609 for DSAL (expires 6/30/2021), F1693 for 1<sup>st</sup> Pres (expires 9/30/2020) and F1698 for Hope 4 the Heart (expires 6/30/2021).*

**FINANCING:**


Funding for these contracts will come from the CDBG CARES Act (COVID-19), which is concurrently recommended for your Board's approval on today's agenda. Additional appropriations are required in CDA's proposed FY 2020/2021 Budget (\$337,912). There is no Net County Cost as a result of this action.

**VISION 2026 GOAL:**

These projects meet the 10X goal pathway of **Eliminate Homelessness** and **Eliminating Poverty and Hunger** in support of our shared vision of **Safe and Livable Communities** and **Thriving and Resilient Populations**.

Very truly yours,

DocuSigned by:



Chris Bazar, Director

Community Development Agency

Board of Supervisors  
June 16, 2020  
Page 4 of 3

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  
FIRST PRESBYTERIAN CHURCH OF HAYWARD  
AND  
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of April, 2020, by and between the County of Alameda, a body corporate and politic of the State of California, (hereinafter referred to as "County"), and First Presbyterian Church of Hayward, a California nonprofit public benefit corporation (hereafter referred to as "Contractor").

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

WHEREAS, the County has received a grant from HUD for CDBG-CARES Act funding to combat the global health pandemic to the Urban County and Contractor requested said funding for emergency food distribution to assist residents as a result of COVID-19; and

WHEREAS, the activities of the Contractor under this Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development; 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, the County has reviewed Contractor's proposed project and has determined that the project is CDBG eligible in accordance with HUD regulations and the conditions of the CDBG Grant Agreement; and

WHEREAS, 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: and

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

I. STATEMENT OF WORK

- A. Contractor shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A through E and incorporated herein by reference.
- B. County has allocated the sum of ten thousand dollars (\$10,000) 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.

C-20546

## II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. The term of this Agreement begins on April 1, 2020, and ends on September 30, 2020, or when all contract terms have been completed, whichever shall first occur.
- B. It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with the provisions of this Agreement. The County may extend the time for completion of the Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the Contractor and that such delay was due to causes beyond the control of the Contractor.
- C. Any time extension granted to the Contractor to enable the Contractor to complete the work shall not constitute a waiver of rights the County may have under this Agreement.
- D. Should the Contractor not complete the work by the scheduled date or by an extended date, granted by the County in writing, pursuant to previously stated conditions, the County shall be released from all conditions of this Agreement.
- E. Upon completion of performance under this Agreement and a determination of final costs, Contractor shall submit to the County a certificate of completion for construction projects and a requisition for final payment for service projects, unless otherwise provided in this Agreement.

## III. HOLD HARMLESS/INDEMNIFICATION:

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

## IV. INSURANCE

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

## V. SUBCONTRACTS

- A. Any subcontract funding under this Agreement shall be submitted to County for review and approval prior to its execution.

- B. In the event subcontractor is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, contractor is required to comply with the procurement procedures of Office of Management and Budget (OMB) guidelines at 2 CFR Part 200 (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.
- 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, any other information the County may from time to time require.

## VI. BUDGET

- A. All requested modification to the Budget in Exhibit A of this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by County. All budget modifications require the prior written approval of County. Budget modifications shall not alter: 1) The basic scope of services required to be performed under this Agreement; 2) The time period for the services to be performed under this Agreement; and, 3) The total amount of the authorized budget of this Agreement (see Exhibit A), subject to future amendments as approved by the Alameda County Community Development Agency Director or his/her designee.

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

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

## VII. RECORDS AND REPORTS

- A. All original documents prepared by Contractor in connection with the work to be performed under this Agreement shall be the property of the County.
- B. Contractor's records must be made available for review upon request by the County prior to the release of funds. Contractor shall be responsible for maintaining all Contractor's project records pertaining to this Agreement, including Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including this Agreement, change orders, requests for clarifications, instructions from HCD, contracts with suppliers and subcontractors,

correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the work. This includes subcontracts and expenditures, and all other financial and property records in conformance with 2 CFR Part 200.

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

## VIII. PROGRAM MONITORING AND EVALUATION

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



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

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

E. AUDIT REPORT

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

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

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

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

IX. PROGRAM INCOME

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

- C. Program income from Urban County-funded activities undertaken by or within an Urban County jurisdiction which thereafter terminates its participation in the Urban County, shall continue to be program income of the Urban County. (Alameda County HCD is an entitlement grantee for the "Alameda County Urban County CDBG Grant" for the Unincorporated County and the Cities of Albany, Dublin, Emeryville, Newark, and Piedmont, collectively called the Urban County.)

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall comply with Uniform Administrative Requirements as described in Code of Federal Regulations 24 Section 570.502.
- B. Contractor shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency (LEP) including developing a Language Access Plan.
- C. Contractor shall comply with the requirements of Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended. If Contractor is receiving more than \$25,000 under this agreement, then Contractor shall:
  - 1. Register for a Data Universal Numbering System (DUNS) number at <http://fedgov.dnb.com/webform>
  - 2. Register and maintain an account on the Central Contractor Registration (CCR) website and obtain a CAGE code through CCR at <http://www.ccr.gov/startregistration.aspx>. Note: Because CCR registration expires annually, contractors are required to update their CCR information annually.

XI. RELIGIOUS ACTIVITY PROHIBITION

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

XII. REVERSION OF ASSETS

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

XIII. OTHER PROGRAM REQUIREMENTS

Contractor certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570.615) and relates to:

- A. **Equal Employment Opportunity Practices Provisions**  
The contractor shall comply with all applicable federal, state and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this contract. Contractor shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.
- B. **Labor Standards**  
The Davis-Bacon Act (DBA) of 1931 requires the payment of locally “prevailing wages” and fringe benefits to laborers employed on any federally-funded construction, alteration, and/or repair contracts in excess of \$2,000. The DBA also applies to any public building, public housing, public works projects (e.g. streets, sidewalks, etc.), and to privately owned rental housing of more than 8 units.

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

- C. **Environmental Standards**  
In accordance with 24 CFR Part 58, the contractor shall not commence work on the proposed project until the environmental review has been completed. A copy of the Environmental Review is contained within the Environmental Review file and is made a part of this contract by reference.
- D. **Employment and Contracting Opportunities - see Exhibit D**
- E. **Lead-based paint**  
In accordance with 24 CFR Part 570.608, the Contractor shall be prohibited from using lead-based paint in residential structures rehabilitated with CDBG funds.
- F. **Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients - see Exhibit E**
- G. **Uniform Administrative Requirements and Cost Principles**  
Contractor agrees to comply with the requirements of 2 CFR Part 200 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.
- H. **Conflict of Interest**

1. Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct interest, which would conflict in any manner or degree with performance of services required under this contract. The Contractor further covenants that in the performance of this contract no persons having a financial interest shall be employed or retained by the Contractor.
2. Neither the Contractor nor any of its employees shall by virtue of this contract be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

XIV. TERMINATION OF THIS AGREEMENT

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

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

|                                      |                              |
|--------------------------------------|------------------------------|
| Contractor                           | County                       |
| Lead Pastor                          | HCD Director                 |
| First Presbyterian Church of Hayward | Alameda County HCD           |
| 2490 Grove Way                       | 224 W. Winton Avenue, Rm 108 |
| Castro Valley, CA 94546              | Hayward, CA 94544            |

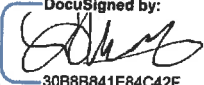
- XV. This contract can be amended only by written agreement of the parties hereto.

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

\* \* \* \* \*

FIRST PRESBYTERIAN CHURCH  
OF HAYWARD

COUNTY OF ALAMEDA

DocuSigned by:  
  
By: 30B8B841E84C42F...  
Signature

By:   
President, Board of Supervisors

Jake Medcalf  
Name of Person Authorized to Sign Contract

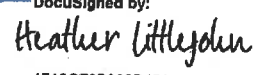
Attest: Missy Rudman, Deputy  
Clerk, Board of Supervisors

Senior Pastor Date: \_\_\_\_\_  
Title

2490 Grove Way  
Address

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

Castro Valley, CA 94546  
City, State, Zip Code

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

(619) 871-4814  
Telephone Number (include area code)

Taxpayer ID: 94-1186216

DUNS Number: 803741664

Central Contractor Registration Number (CCR) \_\_\_\_\_  
6/20/2020

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.

ALAMEDA COUNTY WORK PROGRAM  
BETWEEN  
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT  
AND  
FIRST PRESBYTERIAN CHURCH OF HAYWARD  
COVID-19 FOOD PANTRY  
APRIL 1, 2020 THROUGH SEPTEMBER 30, 2020

Contractor currently provides shelter, food pantry and various other services to homeless individuals. Contractor's food pantry at its South Hayward Parish, located at 27287 Patrick Ave, Hayward has had a significant increase in demand since March 2020 due to COVID-19. This contract provides funding for Contractor to increase its food pantry services.

The Contactor shall provide fresh and non-perishable food to 400-500 households per week through the South Hayward Parish food pantry.

Contractor shall provide delivery service for those clients who cannot leave their homes to receive food and has partnered with Life Eldercare to provide delivery service. Contractor shall screen people prior to admission to the food pantry (utilizing two EMTs). Contractor shall implement additional cleaning regimens, shall stock thermometers as needed and shall provide personal protective equipment for all staff. The food pantry shall expand to five days a week.

**EXHIBIT B**  
**CONDITIONS FOR PAYMENT BETWEEN**  
**ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT**  
**AND**  
**FIRST PRESBYTERIAN CHURCH OF HAYWARD**  
**COVID-19 RESPONSE BUDGET**

**Budget**

Personnel (includes additional staffing for increased hours) \$9,000  
 Supplies (cleaning supplies and personnel protection equipment) \$1,000

**Total** **\$10,000**

**1. METHOD OF PAYMENT**

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

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

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

- b. Invoices must state the Service Period which is the period for which payment is requested. The dates on the backup invoice documentation must be within this period.
- c. All invoices shall be paid on a reimbursement basis and be made no more than monthly with supporting documentation of actual costs incurred during the period of time covered by the invoice. If under a specific line item, Contractor has more than one form of back up or supporting documentation, Contractor must summarize the documentation and include a subtotal of items which add up to the line item total. Invoices must be properly organized and are subject to return to Contractor if they are not.
- d. Requests for funding draw or reimbursement must be received via mail within 30 days of the end of each month or period covered. The back-up documentation should be sent via email and the actual invoice on letterhead and with a wet signature should be sent by U.S. mail or hand delivered.
- e. All funds disbursed to Contractor must be expended within fifteen (15) days of approval of the receipt of funds.
- f. Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations should be brought to the attention of County staff for reconciliation.

**2. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS**

- a. Budget changes may only be made with a written request to be approved by the HCD Director or designee in advance of a request for disbursement of funds.
- b. 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 HCD Director or designee, which approval shall not be unreasonably withheld.

- c. Any change in the budget that results in lower costs shall be communicated to COUNTY immediately. If HCD Director or designee determines that the total amount of funds under this contract exceeds the amount necessary to complete the project, HCD Director or designee may adjust the contract accordingly.
- d. Requests for budget amendments should be on Contractor's 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.
- e. Budget amendments may take between two and three weeks to process and must be processed prior to receipt of an invoice requesting funding under the new budget.
- f. The HCD Director or designee reserves the right to deny any budget modification request.

### **3. COMPLIANCE WITH FEDERAL REGULATIONS**

Contractor's administrative procedures must comply with the following regulations:

- A. 2 CFR Part 200.

### **4. PUBLIC RECOGNITION OF FUNDING**

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

### **5. RETENTION OF FUNDS**

HCD will retain \$1,000 of the contract amount until receipt of close-out documents. Close-out documents include:

- i. MBE/WBE & Section 3 reporting form
- ii. Tenant demographic
- iii. Recorded Notice of Completion
- iv. Final Building Department Inspection
- v. Final Report on Section 504 (list of which areas are accessible)



EXHIBIT B1  
CONDITIONS FOR PAYMENT BETWEEN  
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT  
AND  
FIRST PRESBYTERIAN CHURCH OF HAYWARD

**CFDA number:**

■□ CDBG 14.218

**CFDA Title:** Community Development Block Grants/Entitlement Funds

**Name of Federal Agency:** Department of Housing and Urban Development (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

**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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| TYPE OF INSURANCE COVERAGES  | MINIMUM LIMITS   |
|--|--|
| <b>A Commercial General Liability</b><br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability   | \$1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage  |
| <b>B Commercial or Business Automobile Liability</b><br>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities  | \$1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| <b>C Workers' Compensation (WC) and Employers Liability (EL)</b><br>As required by State of California   | WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease                    |
| <b>D Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <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. Coverage shall be at least as broad as in the ISO Forms named above.</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> Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</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 as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</li> </ol> |  |

**EXHIBIT D**  
**ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN**  
**UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

**PURPOSE**

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

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

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

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

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

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

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

particularly persons who are recipients of HUD assistance for housing.

- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  4. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
  5. The contractor agrees to publish and advertise all new employment opportunities and 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: FIRST PRESBYTERIAN CHURCH OF HAYWARD

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

Contract Amount: \$10,000

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

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

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

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

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

Contractor: FIRST PRESBYTERIAN CHURCH OF HAYWARD

DocuSigned by:  


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Jake Medcalf, Senior Pastor  
6/20/2020

\_\_\_\_\_  
Date

AGREEMENT BY AND BETWEEN  
EDEN I & R, INC.  
AND  
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 1st day of July 2020, by and between the County of Alameda, a body corporate and politic of the State of California, (hereinafter referred to as "County"), and EDEN I & R, INC. a California non-profit corporation (hereafter referred to as "Contractor").

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

WHEREAS, the County has received a grant from HUD for CDBG-CARES Act funding to combat the global health pandemic to the Urban County and Contractor requested said funding for their 211 Line to assist residents in connecting to needed COVID-19 services;

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

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

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; and

WHEREAS, the federal appropriations for CDBG funds relevant to this contract were completed months later than anticipated for the federal fiscal year and, accordingly, the HUD grant and Grant Agreement with the County have been delayed; and

WHEREAS, pursuant to HUD regulations (24 CFR section 570.200(h)), the County may allocate CDBG funds to specified program costs incurred prior to the federal CDBG award date; and

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

C-20545

I. STATEMENT OF WORK

- A. Contractor shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A through E and incorporated herein by reference.
- B. County has allocated the sum of fifteen thousand dollars (\$15,000) in CDBG-CARES Act funds 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 July 1, 2020, and ends on December 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. INSURANCE

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.

#### V. SUBCONTRACTS

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

#### VI. BUDGET

- A. All requested modifications 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. Contractor shall include a certification to that effect in its annual audit report.

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

#### VII. RECORDS AND REPORTS

- A. All original documents prepared by Contractor in connection with the work to be



performed under this Agreement shall be the property of the County.

- B. Contractor's records must be made available for review upon request by the County prior to the release of funds. Contractor shall be responsible for maintaining all 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.

#### VIII. PROGRAM MONITORING AND EVALUATION

- A. Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, HUD regulations, and conditions of the Grant Agreement between the County and HUD and the effective and efficient achievement of the program objectives as described in Exhibit A.
- B. Contractor shall undertake continuous quantitative and qualitative evaluation of the scope of services as specified in this Agreement and shall make quarterly written reports to County.
  - 1. The quarterly written reports shall include, but shall not be limited to, the following data elements:
    - a) Title of program, listing of components, description of activities/operations.
    - b) Service area (i.e., citywide, etc., including applicable census tracts).
    - c) Goals - the projected goals, indicated numerically, and the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
    - d) Total number of direct beneficiaries and their demographic information including:
      - Extremely low, low and moderate income
      - Ethnicity
      - Female Headed Households
    - e) Other data as required by County.
  - 2. The quarterly report shall be due on the fifteenth day of the month immediately following the report quarter, except for the end of the program year report which is due within thirty days.
- C. The County shall have ultimate responsibility for overall project monitoring and evaluation, to assist Contractor in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making and managers.
- D. The Contractor shall follow audit requirements of the Single Audit Act and 2 CFR Part 200.

2CFR 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 2CFR Part 200.

## E. AUDIT REPORT

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

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

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

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

## IX. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with 2 CFR Part 200, with prior approval or consent of County.
- B. Program income received by Contractor shall be returned to County for future application to eligible projects.
- C. Program income from Urban County-funded activities undertaken by or within an Urban County jurisdiction which thereafter terminates its participation in the Urban County, shall continue to be program income of the Urban County.

## X. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall comply with Uniform Administrative Requirements as described in Federal Regulations, section 570.502 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 the Federal Funding Accountability and

Transparency Act of 2006 (Public Law 109-282), as amended. If Contractor is receiving more than \$25,000 under this Agreement, then Contractor shall:

1. Register for a Data Universal Numbering System (DUNS) number at <http://fedgov.dnb.com/webform>
2. Register and maintain an account on the Central Contractor Registration (CCR) website and obtain a CAGE code through CCR at <http://www.ccr.gov/startregistration.aspx>.  
Note: Because CCR registration expires annually, contractors are required to update their CCR information annually.

#### XI. RELIGIOUS ACTIVITY PROHIBITION

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

#### XII. CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of any confidential information that may be obtained with this work. However, Contractor shall maintain records on eligibility which the County shall have access to in order to determine that the Contractor is fulfilling its obligations. County shall respect the confidentiality of confidential information furnished by Contractor to County; provided, however, that the County shall be bound by and shall comply with the California Public Records Act (Government Code Section 6450, et seq.).

#### XIII. 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.
- B. Real property in excess of \$25,000, obtained in whole or in part with CDBG funds must be used to meet one of the national objectives for a minimum of five years after the expiration of this Agreement or disposed of in a manner that results in County being reimbursed at fair market value less value attributable to non-CDBG expenditures.

#### XIV. 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. Lead-based Paint

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

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

G. Uniform Administrative Requirements and Cost Principles

Contractor agrees to comply with the requirements of 2CFR 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 2CFR Part 200 as it relates to compliance and financial audit requirements of the acceptance and use of funds.

H. Conflict of Interest

1. Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct interest, which would conflict in any manner or degree with performance of services required under this contract. The Contractor further covenants that in the performance of this contract no persons having a financial interest shall be employed or retained by the Contractor.
2. Neither the Contractor nor any of its employees shall by virtue of this contract be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

XV. 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, County, 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 or reporting of funds provided under this Agreement; and
- D. Suspension or termination by HUD of the grant to the County under which Agreement is made, or the portion thereof delegated by this Agreement.
- E. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the City and County as follows:

|                    |                                |
|--------------------|--------------------------------|
| Contractor         | County                         |
| Executive Director | Housing Director               |
| EDEN I&R, INC.     | Alameda County HCD             |
| 570 B Street       | 224 W. Winton Avenue, Room 108 |
| Hayward, CA 94541  | Hayward, CA 94544              |

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

[Signatures Follow on Next Page]

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

\* \* \* \* \*

EDEN I&R, INC.

By: DocuSigned by:  
Alison DeJung  
95420CE1D787474  
Signature

Alison DeJung  
Name of Person Authorized to Sign Contract

Executive Director  
Title

570 B Street  
Address

Hayward, CA 94541  
City, State, Zip Code

(510) 537-2710  
Telephone Number (include area code)

Taxpayer ID: 94-2339050

DUNS Number 134391861

CAGE Number: 5R9AO

Date: 6/17/2020

COUNTY OF ALAMEDA

By: [Signature]  
President, Board of Supervisors

Attest: [Signature]  
Clerk, Board of Supervisors

Date: 7/24/2020

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

By: DocuSigned by:  
Heather Littlejohn  
4E16CF9B888B421  
Heather M. Littlejohn  
Deputy County Counsel

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

**EXHIBIT A**  
**ALAMEDA COUNTY WORK PROGRAM**  
**BETWEEN**  
**ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**  
**AND**  
**EDEN I&R, INC.**  
**211LINE**  
**COVID-19 RESPONSE**

JULY 1, 2020 THROUGH DECEMBER 31, 2020

Eden I & R, Inc. (“Contractor”) is the California Public Utilities Commission designated provider of 2-1-1 in Alameda County. 2-1-1 is a three-digit telephone number set aside by the FCC as a 24/7, multilingual, “single point of information” to easily connect individuals and families--particularly low-income, vulnerable populations--with health, housing, and human services. This contract adds COVID-19 services to Contractor’s existing services.

1. Contractor shall handle incoming calls to 2-1-1, providing free access for callers to customized information regarding COVID-19 resources, including current housing availability and relevant social services via Contractor’s continually updated Services and Housing Databases. Conduct intakes on as many callers as possible and obtain information in the Client Database to provide the most comprehensive referrals.
2. Contractor shall add and maintain COVID-19 information in its online resource directory, via its websites, [www.edenir.org](http://www.edenir.org) and [www.211alamedacounty.org](http://www.211alamedacounty.org), and affordable housing via its website [www.achousingchoices.org](http://www.achousingchoices.org) available 24/7 for the community to search.
3. Contractor’s staff, also known as Phone Resource Specialists, shall handle incoming 2-1-1 calls. Phone Resource Specialists shall be bilingual in Spanish, Cantonese and Vietnamese. Additionally, Contractor shall provide services in other languages, provided by off-site-translation service provider. The 211 Manger will oversee the call center and new staff training efforts.
4. Contractor shall operate the multilingual 2-1-1 system 24 hours a day, 7 days a week.
5. All Phone Resource Specialists shall be trained to operate TDD machines for the hearing impaired and how to handle calls via the 7-1-1 relay service for the hearing impaired.
6. **Additional CDBG Requirements**  
Contractor shall provide quarterly narrative reports due on October 15, 2020 and the final report due updating the status of the project on January 15, 2021.

Invoices can only cover costs incurred between July 1, 2020 and December 31, 2020.

EXHIBIT A CONTINUED  
PROGRAM BUDGET  
EDEN I&R, INC.  
211 LINE  
COVID-19 RESPONSE

JULY 1, 2019 THROUGH DECEMBER 31, 2020

| <u>Line Item</u>                                 | <u>Total</u>    |
|--|-----------------|
| Robert Half Contract position and conversion fee | \$4,956         |
| Other COVID-19 Contract positions                | \$3,531         |
| Insurance  | \$343           |
| Building Maintenance                             | \$2,166         |
| Utilities  | \$427           |
| Communications and Software                      | \$2,621         |
| Equipment and Supplies                           | \$956           |
| <b>Total</b>                                     | <b>\$15,000</b> |



**EXHIBIT B**  
**CONDITIONS FOR PAYMENT BETWEEN**  
**ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT**  
**AND**  
**EDEN I&R, INC.**  
**211 LINE**  
**COVID-19 RESPONSE**

**1. BUDGET**

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

**2. METHOD OF PAYMENT**

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

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

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

- a. Invoices must state the Service Period which is the period for which payment is requested. The dates on the backup invoice documentation must be within this period.
- 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 that are working on this project but paid from another source of funds.

**3. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS**

Once the line item budget has been approved, there can be no more than four (4) requests for

adjustments to the budget during the contract period, including any final adjustments done at the end of the project, unless otherwise approved by the Director or designee, which approval shall not be unreasonably withheld. Any change in the budget that results in lower costs shall be communicated to County immediately. If Director or designee determines that the total amount of funds under this contract exceeds the amount necessary to complete the project, Director or designee may adjust the contract accordingly. The budget amendment should be on letterhead, must contain an original signature, and must track the requested change by line item, showing original budget amount, balance expended to date, remaining funding by each line item, the amount to be moved between line items, and the final new budget amount. Budget amendments take between two and three weeks to process and must be processed prior to receipt of an invoice requesting funding under the new budget. The Director or designee reserves the right to deny any budget modification request.

**4. COMPLIANCE WITH FEDERAL REGULATIONS**

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

A. 2 CFR Part 200.

**5. PUBLIC RECOGNITION OF FUNDING**

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

**EXHIBIT B1**  
CONDITIONS FOR PAYMENT BETWEEN  
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT  
AND  
EDEN I&R, INC.  
211 LINE  
COVID-19 RESPONSE

**CFDA number:**

■  CDBG 14.218

**CFDA Title:** Community Development Block Grants/Entitlement Funds

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

**Subrecipient Data Universal Numbering System (DUNS) Number:** 021116418

**Federal Award Date of award to HCD by HUD:**

**Federal Award Identification Number:** B-19-UC-060001

**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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| TYPE OF INSURANCE COVERAGES |  | MINIMUM LIMITS   |
|-----------------------------|--|--|
| <b>A</b>                    | <b>Commercial General Liability</b><br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability   | \$1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage  |
| <b>B</b>                    | <b>Commercial or Business Automobile Liability</b><br>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities  | \$1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| <b>C</b>                    | <b>Workers' Compensation (WC) and Employers Liability (EL)</b><br>As required by State of California   | WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease                    |
| <b>D</b>                    | <p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <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. Coverage shall be at least as broad as in the ISO Forms named above.</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> Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</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 as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</li> </ol> |  |

**EXHIBIT D**  
**ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN**  
**UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

PURPOSE

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

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

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

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

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

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

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

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

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR: EDEN I&R, INC.

Services to be Provided: 211 LINE COVID-19 RESPONSE

Contract Amount: \$15,000

- 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> |
|----------------------------|----------------------------|------------------------------|
|----------------------------|----------------------------|------------------------------|

N/A

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

Contractor: Eden I&R, Inc.

*Alison DeJung*

95420CE1D787A7A

Alison DeJung, Executive Director

6/17/2020

Date

AGREEMENT BY AND BETWEEN  
ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE (DSAL)  
AND  
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 1st day of June, 2020, by and between the County of Alameda, a body corporate and politic of the State of California, (hereinafter referred to as "County"), and Alameda County Deputy Sheriffs' Activities League, Inc. a California nonprofit public benefit corporation (hereafter referred to as "Contractor").

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) COVID-19 funds under the Housing and Community Development Act of 1974, and HR 748 (The CARES Act) said funds to be used for Community Development Block Grant Programs and its eligible activities; and

WHEREAS, the activities of the Contractor under this Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development; 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, the County has reviewed Contractor's proposed project and has determined that the project is CDBG eligible in accordance with HUD regulations and conditions of the CDBG Grant Agreement; 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 shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A through E and incorporated herein by reference.
- B. County has allocated the sum of \$247,282 (*two hundred forty-seven thousand, two hundred and eighty-two dollars*) 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 June 1, 2020, and ends on June 30, 2021, 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

C-20612



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. INSURANCE

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.

### V. SUBCONTRACTS

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

### VI. BUDGET

- 1. 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. Contractor shall include a certification to that effect in its annual audit report.

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

## VII. RECORDS AND REPORTS

- A. All original documents prepared by Contractor in connection with the work to be performed under this Agreement shall be the property of the County.
- B. Contractor's records must be made available for review upon request by the County prior to the release of funds. Contractor shall be responsible for maintaining all Contractor's project records pertaining to this Agreement, including Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including this Agreement, change orders, requests for clarifications, instructions from HCD, contracts with suppliers and subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the work. This includes subcontracts and expenditures, and all other financial and property records in conformance with 2 CFR Part 200.
- C. Records must be kept accurate and up-to-date. Failure of Contractor to comply with this provision could result in termination of this Agreement or Contractor's repayment of funds previously awarded under this Agreement.

## VIII. PROGRAM MONITORING AND EVALUATION

- A. Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, HUD regulations, and conditions of the Grant Agreement between the County and HUD and the effective and efficient achievement of the program objectives as described in Exhibit A.
- B. Contractor shall undertake continuous quantitative and qualitative evaluation of the scope of services as specified in this Agreement and shall make quarterly written reports to County.
  1. The quarterly written reports shall include, but shall not be limited to the following data elements:
    - a. Title of program, listing of components, description of activities/operations.
    - b. Service area (i.e., citywide, etc., including applicable census tracts).
    - c. Goals - the projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the

progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.

d. Total number of direct beneficiaries and their demographic information including:

- Extremely low, low and moderate income
- Ethnicity
- Female Headed Households

e. Other data as required by County.

2. The quarterly report shall be due on the fifteenth day of the month immediately following the report quarter, except for the end of the program year report which is due within thirty days.

C. The County shall have ultimate responsibility for overall project monitoring and evaluation, to assist Contractor in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making and managers.

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

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

E. AUDIT REPORT

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

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

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

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

IX. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with 2 CFR Part 200, with prior approval or consent of County.
- B. Program income received by Contractor shall be returned to County for future application to eligible projects.
- C. Program income from Urban County-funded activities undertaken by or within an Urban County jurisdiction which thereafter terminates its participation in the Urban County, shall continue to be program income of the Urban County.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall comply with Uniform Administrative Requirements as described in Federal Regulations, section 570.502 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 the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended. If Contractor is receiving more than \$25,000 under this Agreement, then Contractor shall:
  - 1. Register for a Data Universal Numbering System (DUNS) number at <http://fedgov.dnb.com/webform>
  - 2. Register and maintain an account on the Central Contractor Registration (CCR) website and obtain a CAGE code through CCR at <http://www.ccr.gov/startregistration.aspx>. Note: Because CCR registration expires annually, Contractors are required to update their CCR information annually.

XI. RELIGIOUS ACTIVITY PROHIBITION

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

XII. REVERSION OF ASSETS

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

XIII. OTHER PROGRAM REQUIREMENTS

Contractor certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570.612) 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. **Lead-based paint**  
In accordance with 24 CFR Part 570.608, the Contractor shall be prohibited from using lead-based paint in residential structures rehabilitated with CDBG funds.
- F. **Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients - see Exhibit E**
- G. **Uniform Administrative Requirements and Cost Principles**  
Contractor agrees to comply with the requirements of 2 CFR Part 200 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.
- H. **Conflict of Interest**
1. Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest or direct interest, which would conflict in any manner or degree with performance of services required under this contract. The Contractor further covenants that in the performance of this contract no persons having a financial interest shall be employed or retained by the Contractor.
  2. Neither the Contractor nor any of its employees shall by virtue of this contract be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of

the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

XIV. TERMINATION OF THIS AGREEMENT

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

- A. Failure, for any reason, of Contractor to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with 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 or 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

\* \* \* \* \*

ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE

COUNTY OF ALAMEDA

DocuSigned by:  
By: Sara Sherman  
Signature

By: [Signature]  
President, Board of Supervisors

Sara Sherman  
Name of Person Authorized to Sign Contract

Attest: [Signature], Deputy  
Clerk, Board of Supervisors

Director of Operations  
Title

Date: 7/24/2020

16378 E. 14th Street Ste. 102  
Address

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

San Leandro, CA 94578  
City, State, Zip Code

DocuSigned by:  
By: [Signature]  
Heather M. Littlejohn  
Deputy County Counsel

(510) 667-7595  
Telephone Number (include area code)

Taxpayer ID: 83-0410537

DUNS Number: 803741664

Central Contractor Registration Number (CCR) \_\_\_\_\_  
6/8/2020

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

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

June 1, 2020 through June 30, 2021

Contractor shall use the CDBG COVID-19 funds subject to this contract to establish and operationalize a centralized food distribution hub for low-income residents impacted by the Coronavirus Shelter-In Place order. The hub at 2700 Fairmont Drive San Leandro 94578 will have a drive through pick-up for pre-packaged emergency food bags and pre-packaged produce for 500 residents in the Eden Area (San Leandro, Hayward, Castro Valley, San Lorenzo, Ashland, Cherryland and Fairview). Contractor shall also prepare pre-prepared meals for contractor delivery to homebound seniors and other medically vulnerable residents. Contractor shall coordinate with small food vendors in the Eden Area who will be paid to produce and prepare the pre-packaged meals.

Additional CDBG Requirements

Contractor shall provide quarterly narrative reports due on October 15, 2020, January 15, 2021, April 15, 2021 and the final report due updating the status of the project on July 15, 2021.

Invoices can only cover costs incurred between June 1, 2020 and June 30, 2021.



ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE

JUNE 1, 2020 THROUGH JUNE 30, 2021

PROGRAM BUDGET

| <u>Line Item</u>  | <u>Total</u>     |
|---|------------------|
| Personnel (salary and benefits @24%)  |                  |
| • Includes management, logistics, drivers, aggregation,<br>operations support, communications and food production staff | \$94,802         |
| Logistics Consultant  |                  |
| • Includes technology to coordinate deliveries<br>and pick-ups between partners, producers and recipients               | \$30,000         |
| 6.67 FTE Small Business Food Vendors @ \$15,000/vendor  | \$100,000        |
| Administrative Support (@10%)   | \$22,480         |
| <b>Total</b>  | <b>\$247,282</b> |

**EXHIBIT B**  
**CONDITIONS FOR PAYMENT BETWEEN**  
**ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT**  
**AND**  
**ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE**

**1. BUDGET**

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

**2. METHOD OF PAYMENT**

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

- a. All requests for a funding draw or reimbursement shall be on Contractors letterhead, contain an original authorized signature, unique invoice number (current year's contract number); total amount requested and amounts towards each line item on the approved budget. This document shall be called an "Invoice", and shall track disbursements made by budget line item, current requests, and amount remaining in the budget line item, as demonstrated in the table below.

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

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

**3. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS**

Once the line item budget has been approved, there can be no more than four (4) requests for adjustments to the budget during the contract period, including any final adjustments done at the end of the project, unless otherwise approved by the Director or designee, which approval shall not be unreasonably withheld. Any change in the budget that results in lower costs shall be communicated to County immediately. If Director or designee determines that the total amount of funds under this contract exceeds the amount necessary to complete the project, Director or designee may adjust the contract accordingly. The budget amendment should be on letterhead, must contain an original signature, and must track the

requested change by line item, showing original budget amount, balance expended to date, remaining funding by each line item, the amount to be moved between line items, and the final new budget amount. Budget amendments take between two and three weeks to process and must be processed prior to receipt of an invoice requesting funding under the new budget. The Director or designee reserves the right to deny any budget modification request.

**4. COMPLIANCE WITH FEDERAL REGULATIONS**

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

A. 2 CFR Part 200.

B. 24 CFR Part 570.502 Applicability of uniform administrative requirements.

**5. PUBLIC RECOGNITION OF FUNDING**

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

**EXHIBIT B1**  
CONDITIONS FOR PAYMENT BETWEEN  
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT  
AND  
ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE

**CFDA number:**

■□ CDBG 14.218

**CFDA Title:** Community Development Block Grants/Entitlement Funds

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

**Subrecipient Data Universal Numbering System (DUNS) Number:** 021116418

**Federal Award Date of award to HCD by HUD:**

**Federal Award Identification Number:** B-19-UC-060001

**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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

|          | <b>TYPE OF INSURANCE COVERAGES</b>  | <b>MINIMUM LIMITS</b>  |
|----------|---|--|
| <b>A</b> | <b>Commercial General Liability</b><br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability  | \$1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage  |
| <b>B</b> | <b>Commercial or Business Automobile Liability</b><br>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities   | \$1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| <b>C</b> | <b>Workers' Compensation (WC) and Employers Liability (EL)</b><br>As required by State of California  | WC: Statutory Limits<br>EL: No less than \$1,000,000 per accident for bodily injury or disease                 |
| <b>D</b> | <p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.</li> <li><b>DURATION OF COVERAGE:</b> 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.</li> <li><b>SUBCONTRACTORS:</b> 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.</li> <li><b>JOINT VENTURES:</b> 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"> <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. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</li> </ol> |  |

**EXHIBIT D**  
**ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN**  
**UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

PURPOSE

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

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

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

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

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

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

1. Each Contractor is required to notify Section 3 residents of employment opportunities. This includes posting notices for hiring of new positions in areas where Section 3 residents will be able to access the information. It is also required that General Contractors and Sub-Contractors who are paid as part of the overall project must do the same when hiring for their construction jobs.
2. In all sub-contracts for work paid for with funds from this Contract over \$10,000, the following clause (referred to as the Section 3 Clause), will be included:
  - a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
4. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
5. The Contractor agrees to publish and advertise all new employment opportunities and 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: ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE

Services to be provided: Food Distribution

Contract Amount: \$247,282

- 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> |
|----------------------------|----------------------------|------------------------------|
|----------------------------|----------------------------|------------------------------|

N/A

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

Contractor: ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE

DocuSigned by:

*Sara Sherman*

13D1CB7BE228488...

Sara Sherman, Director of Operations

6/8/2020

Date



**EXHIBIT E**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION  
For Procurements over \$25,000**

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

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

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

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

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

CONTRACTOR: ALAMEDA COUNTY DEPUTY SHERIFFS' ACTIVITIES LEAGUE

PRINCIPAL: ~~Sara Sherman~~ by:

TITLE: Director of Operations

SIGNATURE:

*Sara Sherman*

13D1CB7DE226406...

DATE: 6/8/2020

AGREEMENT BY AND BETWEEN  
LOVE NEVER FAILS  
AND  
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 23rd day of June, 2020, by and between the County of Alameda, a body corporate and politic of the State of California, (hereinafter referred to as "County"), and Love Never Fails, a California nonprofit public benefit corporation (C3478725) (hereafter referred to as "Contractor").

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) COVID-19 funds under the Housing and Community Development Act of 1974, and HR 748 (The CARES Act) said funds are to be used for Community Development Block Grant Programs and its eligible activities; and

WHEREAS, the activities of the Contractor under this Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development; 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, the County has reviewed Contractor's proposed project and has determined that the project is CDBG eligible in accordance with HUD regulations and conditions of the CDBG Grant Agreement; 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 shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A through E and incorporated herein by reference.
- B. County has allocated the sum of \$45,630 (*forty-five thousand, six hundred thirty dollars*) 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 July 1, 2020, and ends on June 30, 2021, 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

2-20536

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. INSURANCE

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.

### V. SUBCONTRACTS

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

### VI. BUDGET

- 1. 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. Contractor shall include a certification to that effect in its annual audit report.

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

## VII. RECORDS AND REPORTS

- A. All original documents prepared by Contractor in connection with the work to be performed under this Agreement shall be the property of the County.
- B. Contractor's records must be made available for review upon request by the County prior to the release of funds. Contractor shall be responsible for maintaining all Contractor's project records pertaining to this Agreement, including Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including this Agreement, change orders, requests for clarifications, instructions from HCD, contracts with suppliers and subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the work. This includes subcontracts and expenditures, and all other financial and property records in conformance with 2 CFR Part 200.
- C. Records must be kept accurate and up-to-date. Failure of Contractor to comply with this provision could result in termination of this Agreement or Contractor's repayment of funds previously awarded under this Agreement.

## VIII. PROGRAM MONITORING AND EVALUATION

- A. Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, HUD regulations, and conditions of the Grant Agreement between the County and HUD and the effective and efficient achievement of the program objectives as described in Exhibit A.
- B. Contractor shall undertake continuous quantitative and qualitative evaluation of the scope of services as specified in this Agreement and shall make quarterly written reports to County.
  1. The quarterly written reports shall include, but shall not be limited to the following data elements:
    - a. Title of program, listing of components, description of activities/operations.
    - b. Service area (i.e., citywide, etc., including applicable census tracts).
    - c. Goals - the projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the

progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.

d. Total number of direct beneficiaries and their demographic information including:

- Extremely low, low and moderate income
- Ethnicity
- Female Headed Households

e. Other data as required by County.

2. The quarterly report shall be due on the fifteenth day of the month immediately following the report quarter, except for the end of the program year report which is due within thirty days.

C. The County shall have ultimate responsibility for overall project monitoring and evaluation, to assist Contractor in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making and managers.

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

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

E. AUDIT REPORT

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

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

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

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

IX. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with 2 CFR Part 200, with prior approval or consent of County.
- B. Program income received by Contractor shall be returned to County for future application to eligible projects.
- C. Program income from Urban County-funded activities undertaken by or within an Urban County jurisdiction which thereafter terminates its participation in the Urban County, shall continue to be program income of the Urban County.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall comply with Uniform Administrative Requirements as described in Federal Regulations, section 570.502 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 the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended. If Contractor is receiving more than \$25,000 under this Agreement, then Contractor shall:
  - 1. Register for a Data Universal Numbering System (DUNS) number at <http://fedgov.dnb.com/webform>
  - 2. Register and maintain an account on the Central Contractor Registration (CCR) website and obtain a CAGE code through CCR at <http://www.ccr.gov/startregistration.aspx>. Note: Because CCR registration expires annually, Contractors are required to update their CCR information annually.

XI. RELIGIOUS ACTIVITY PROHIBITION

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

XII. REVERSION OF ASSETS

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

XIII. OTHER PROGRAM REQUIREMENTS

Contractor certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570.612) 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. **Lead-based paint**  
In accordance with 24 CFR Part 570.608, the Contractor shall be prohibited from using lead-based paint in residential structures rehabilitated with CDBG funds.
- F. **Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients - see Exhibit E**
- G. **Uniform Administrative Requirements and Cost Principles**  
Contractor agrees to comply with the requirements of 2 CFR Part 200 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.
- H. **Conflict of Interest**
1. Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest or direct interest, which would conflict in any manner or degree with performance of services required under this contract. The Contractor further covenants that in the performance of this contract no persons having a financial interest shall be employed or retained by the Contractor.
  2. Neither the Contractor nor any of its employees shall by virtue of this contract be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of

the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

XIV. TERMINATION OF THIS AGREEMENT

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

- A. Failure, for any reason, of Contractor to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with 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 or 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.

[SIGNATURES FOLLOW ON NEXT PAGE]



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

\* \* \* \* \*

LOVE NEVER FAILS

COUNTY OF ALAMEDA

DocuSigned by:  
By: Vanessa Russell  
Signature DAB1AFC61D3E44C...

By: [Signature]  
President, Board of Supervisors

Vanessa Russell  
Name of Person Authorized to Sign Contract

Attest: [Signature], Deputy  
Clerk, Board of Supervisors

Executive Director  
Title

Date: 7/24/2020

6937 Village Parkway Ste 2074  
Address

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

Dublin, CA 94568  
City, State, Zip Code

DocuSigned by:  
By: Heather Littlejohn  
4F16CF9B868B421...  
Heather M. Littlejohn  
Deputy County Counsel

(884) 249-2698  
Telephone Number (include area code)

Taxpayer ID: 45-5551029

DUNS Number: 078863259

SAMS Number: 7BB72  
6/8/2020

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

COUNTY WORK PROGRAM  
BETWEEN  
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT  
AND  
LOVE NEVER FAILS  
July 1, 2020 through June 30, 2021

Contractor shall use the CDBG COVID-19 funds subject to this contract to maintain a safe house for survivors of human trafficking and their children and to provide workforce development services to Unincorporated County residents who are survivors of human trafficking as well as homeless, previously incarcerated, and foster youth. Shelter-in-place has necessitated moving the training classes on-line. Classes will also be offered to low-income Unincorporated County residents who have become unemployed as a result of shelter-in place requirements. These funds will pay a proportional Unincorporated County share for staff to recruit, and manage students and maintain the tech platform where classes are offered.

Contractor shall also provide training to shelter residents and low-income Unincorporated County residents. The training provides between 15-250 hours of technical education and receive either a Cisco or Google certificate which will provide them with an entry level tech job. Shelter-in-place has necessitated moving the training classes on-line. Classes will also be offered to low-income Unincorporated County residents who have become unemployed as a result of shelter-in place requirements. Upon completion of the first course students will have access to a cybersecurity pre-apprenticeship program in partnership with San Francisco City Collage. Upon completion of the 2<sup>nd</sup> program, students will have access to a paid 18-month cybersecurity apprenticeship which progresses from an hourly rate of \$15 to \$39.

This Agreement will pay a proportional Unincorporated County share for staff to recruit and manage students and maintain the tech platform where classes are offered.

**Additional CDBG Requirements**

Contractor shall provide quarterly narrative reports due on October 15, 2020, January 15, 2021, April 15, 2021 and the final report due updating the status of the project on July 15, 2021.

Invoices can only cover costs incurred between July 1, 2020 and June 30, 2021.

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JULY 1, 2020 THROUGH JUNE 30, 2021

PROGRAM BUDGET

| <u>Line Item</u>                     | <u>Total</u>    |
|--------------------------------------|-----------------|
| Shelter Personnel                    | \$3,100         |
| Training Personnel                   | \$6,630         |
| Administrative Personnel             | \$3,632         |
| Payroll and Benefits (@11%)          | \$1,118         |
| Consultants (Trainer and Life Coach) | \$1,125         |
| Shelter Operations                   | \$2,400         |
| Training Center Operations           | \$27,625        |
| <b>Total</b>                         | <b>\$45,630</b> |

**EXHIBIT B**  
**CONDITIONS FOR PAYMENT BETWEEN**  
**ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT**  
**AND**  
**LOVE NEVER FAILS**

**1. BUDGET**

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

**2. METHOD OF PAYMENT**

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

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

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

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

**3. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS**

Once the line item budget has been approved, there can be no more than four (4) requests for adjustments to the budget during the contract period, including any final adjustments done at the end of the project, unless otherwise approved by the Director or designee, which approval shall not be unreasonably withheld. Any change in the budget that results in lower costs shall be communicated to County immediately. If Director or designee determines that the total amount of funds under this contract exceeds the amount necessary to complete the project, Director or designee may adjust the contract accordingly. The budget amendment should be on letterhead, must contain an original signature, and must track the

requested change by line item, showing original budget amount, balance expended to date, remaining funding by each line item, the amount to be moved between line items, and the final new budget amount. Budget amendments take between two and three weeks to process and must be processed prior to receipt of an invoice requesting funding under the new budget. The Director or designee reserves the right to deny any budget modification request.

**4. COMPLIANCE WITH FEDERAL REGULATIONS**

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

- A. 2 CFR Part 200.
- B. 24 CFR Part 570.502 Applicability of uniform administrative requirements.

**5. PUBLIC RECOGNITION OF FUNDING**

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

**EXHIBIT B1**  
CONDITIONS FOR PAYMENT BETWEEN  
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT  
AND  
LOVE NEVER FAILS

**CFDA number:**

■□ CDBG 14.218

**CFDA Title:** Community Development Block Grants/Entitlement Funds

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

**Subrecipient Data Universal Numbering System (DUNS) Number:** 021116418

**Federal Award Date of award to HCD by HUD:**

**Federal Award Identification Number:** B-19-UC-060001

**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:

| <b>TYPE OF INSURANCE COVERAGE</b> |   | <b>MINIMUM LIMITS</b>   |
|-----------------------------------|---|---|
| <b>A</b>                          | <b>Commercial General Liability</b><br>Premises Liability; Products and Completed Operations; Contractual Liability;<br>Personal Injury and Advertising Liability   | \$1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage             |
| <b>B</b>                          | <b>Commercial or Business Automobile Liability</b><br>All owned vehicles, hired or leased vehicles, non-owned, borrowed and<br>permissive uses.   | \$1,000,000 per occurrence (CSL)<br>Any Auto<br>Bodily Injury and Property Damage |
| <b>C</b>                          | <b>Workers' Compensation (WC) and Employers Liability (EL)</b><br>Required for all contractors with employees   | WC: Statutory Limits<br>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><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><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><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><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><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><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><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><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><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> |   |

**EXHIBIT D**  
**ALAMEDA COUNTY AFFIRMATIVE ACTION PLAN**  
**UNDER SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

**PURPOSE**

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

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

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

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

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

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

1. Each Contractor is required to notify Section 3 residents of employment opportunities. This includes posting notices for hiring of new positions in areas where Section 3 residents will be able to access the information. It is also required that General Contractors and Sub-Contractors who are paid as part of the overall project must do the same when hiring for their construction jobs.
2. In all sub-contracts for work paid for with funds from this Contract over \$10,000, the following clause (referred to as the Section 3 Clause), will be included:
  - a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with



regulations in 24 CFR Part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

4. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
5. The Contractor agrees to publish and advertise all new employment opportunities and 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: YMCA OF THE EAST BAY

Services to be provided: CONSTRUCTION OF OUTDOOR LEARNING AREAS

Contract Amount: \$45,630

- 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:

| Job Classifications | Existing Work Force | Anticipated New Hires |
|---------------------|---------------------|-----------------------|
|---------------------|---------------------|-----------------------|

N/A

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

Contractor: LOVE NEVER FAILS

DocuSigned by:

*Vanessa Russell*

DAB1AFC61D3E44C...

Vanessa Russell, Executive Director  
6/8/2020

Date

**EXHIBIT E**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION  
For Procurements over \$25,000**

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

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

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

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

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

**CONTRACTOR: LOVE NEVER FAILS**

**PRINCIPAL: Vanessa Russell, TITLE: Executive Director**

**SIGNATURE: Vanessa Russell DATE: 6/8/2020**  
DAB7AFCC81D3E44C...

**FINANCIAL RECOMMENDATION**

**AGENDA DATE:** 06/30/2020

**Subject of Board Letter:**

Approve Community Development Block Grant (CDBG) CARES  
ACT (COVID-19) Contracts

**BY:** 2021

**FUND:** 10000

The use of Designations, as follows:

| NAME OF DESIGNATION | ORG | AMOUNT |
|---------------------|-----|--------|
|                     |     |        |

The increase (decrease) in anticipated revenue, as follows:

| ORG              | ACCT   | PROG | PROJ/GR | AMOUNT           |
|------------------|--------|------|---------|------------------|
| 260305           | 456300 |      |         | \$337,912        |
|                  |        |      |         |                  |
|                  |        |      |         |                  |
| <b>ORG TOTAL</b> |        |      |         | <b>\$337,912</b> |

| ORG              | ACCT | PROG | PROJ/GR | AMOUNT     |
|------------------|------|------|---------|------------|
|                  |      |      |         |            |
|                  |      |      |         |            |
|                  |      |      |         |            |
| <b>ORG TOTAL</b> |      |      |         | <b>\$0</b> |

**GRAND TOTAL ANTICIPATED REVENUE** \$337,912

The increase (decrease) in appropriations, as follows:

| ORG              | ACCT   | PROG | PROJ/GR | AMOUNT           |
|------------------|--------|------|---------|------------------|
| 260305           | 610000 |      |         | \$337,912        |
|                  |        |      |         |                  |
|                  |        |      |         |                  |
| <b>ORG TOTAL</b> |        |      |         | <b>\$337,912</b> |

| ORG              | ACCT | PROG | PROJ/GR | AMOUNT     |
|------------------|------|------|---------|------------|
|                  |      |      |         |            |
|                  |      |      |         |            |
|                  |      |      |         |            |
| <b>ORG TOTAL</b> |      |      |         | <b>\$0</b> |

**GRAND TOTAL APPROPRIATION** \$337,912

AGREEMENT BY AND BETWEEN  
HOPE 4 THE HEART  
AND  
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 1st day of May 2020, by and between the County of Alameda, a body corporate and politic of the State of California, (hereinafter referred to as "County"), and Hope 4 the Heart a California nonprofit corporation (hereafter referred to as "Contractor").

WHEREAS, the County has received a grant from the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Development Act of 1974, and CDBG CARES Act funds of 2020 and said funds to be used for Community Development Block Grant Programs and its eligible activities; and

WHEREAS, the activities of the Contractor under this Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development including 2 CFR 200.320(f)(2);

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

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 shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A through E and incorporated herein by reference.
- B. County has allocated the sum of twenty thousand dollars (\$20,000) in CDBG funds to be expended as described in this contract. Unless an amendment to this procurement 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.

0-20721

## II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. The term of this Agreement begins on May 1, 2020, and ends on October 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 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, employees and agents (collectively Indemnitees) from and against any and all claims, losses, damages, liabilities or expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any Indemnatee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligation of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. For insurance requirements see Exhibit C.

## IV. INSURANCE

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.

V. SUBCONTRACTS

- C. Any subcontract funding under this Agreement shall be submitted to County for review and approval prior to its execution.
- D. 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) at Title 2 of the Code of Federal Register Part 200 (2CFR Part 200) (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.
- E. 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.

VI. BUDGET

- A. All requested modifications 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. Contractor shall include a certification to that effect in its annual audit report.
- B. Contractor shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY) with respect to that portion of its obligations which has been paid by another source of revenue. 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.

VII. RECORDS AND REPORTS

- A. All original documents prepared by Contractor in connection with the work to be performed under this Agreement shall be the property of the County.
- B. Contractor's records must be made available for review upon request by the County prior to

the release of funds. Contractor shall be responsible for maintaining all 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.

#### VIII. PROGRAM MONITORING AND EVALUATION

- A. Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, HUD regulations, and conditions of the Grant Agreement between the County and HUD and the effective and efficient achievement of the program objectives as described in Exhibit A.
- B. Contractor shall undertake continuous quantitative and qualitative evaluation of the scope of services as specified in this Agreement and shall make quarterly written reports to County.
- C. The County shall have ultimate responsibility for overall project monitoring and evaluation, to assist Contractor in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making and managers.

#### IX. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with 2 CFR Part 200, with prior approval or consent of County.
- B. Program income received by Contractor shall be returned to County for future application to eligible projects.
- C. Program income from Urban County-funded activities undertaken by or within an Urban County jurisdiction which thereafter terminates its participation in the Urban County, shall continue to be program income of the Urban County.

#### X. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall comply with Uniform Administrative Requirements as described in Federal Regulations, section 570.502 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 the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended. If Contractor is receiving more than \$25,000 under this Agreement, then Contractor shall:
  1. Register for a Data Universal Numbering System (DUNS) number at <http://fedgov.dnb.com/webform>
  2. Register and maintain an account on the Central Contractor Registration (CCR) website



and obtain a CAGE code through CCR at <http://www.ccr.gov/startregistration.aspx>.  
Note: Because CCR registration expires annually, contractors are required to update their CCR information annually.

#### XI. RELIGIOUS ACTIVITY PROHIBITION

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

#### XII. CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of any confidential information that may be obtained with this work. However, Contractor shall maintain records on eligibility which the County shall have access to in order to determine that the Contractor is fulfilling its obligations. County shall respect the confidentiality of confidential information furnished by Contractor to County; provided, however, that the County shall be bound by and shall comply with the California Public Records Act (Government Code Section 6450, et seq.).

#### XIII. 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.

#### XIV. 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 Principals

Contractor agrees to comply with the requirements of 2CFR 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 2CFR Part 200 as it relates to compliance and financial audit requirements of the acceptance and use of funds.

G. Conflict of Interest

1. Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct interest, which would conflict in any manner or degree with performance of services required under this contract. The Contractor further covenants that in the performance of this contract no persons having a financial interest shall be employed or retained by the Contractor.
2. Neither the Contractor nor any of its employees shall by virtue of this contract be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

XV. 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, County, 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 or reporting of funds provided under this Agreement; and
- D. Suspension or termination by HUD of the grant to the County under which Agreement is made, or the portion thereof delegated by this Agreement.
- E. Any and all notices, writings, correspondences, etc., as required by this Agreement shall

be directed to the City and County as follows:

Contractor  
Executive Director  
Hope 4 the Heart  
22035 Meekland Ave  
Hayward, CA 94541

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

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

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

\* \* \* \* \*

HOPE 4 THE HEART

COUNTY OF ALAMEDA

By: DocuSigned by:  
Victoria Popejoy  
F5F2897D6FA9469...  
Signature

By: [Signature]  
President, Board of Supervisors

Victoria Popejoy  
Name of Person Authorized to Sign Contract

Attest: [Signature], Deputy  
Clerk, Board of Supervisors

Executive Director  
Title

Date: 7/24/2020

22035 Meekland Ave  
Address

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

Hayward, CA 94541  
City, State, Zip Code

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

510-581-4673  
Telephone Number (include area code)

Taxpayer ID: 26-3857074

DUNS Number: 02116418  
6/23/2020

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**  
**HOPE 4 THE HEART**  
**Food Delivery Services for COVID-19 Affected Residents**  
**May 1, 2020 THROUGH October 31, 2020**

Contractor shall use the CDBG COVID-19 funds subject to this contract to operate a centralized food distribution hub for low-income residents impacted by the Coronavirus Shelter-In Place order on an expanded basis. Hope 4 the Heart provides food, diapers, and non-perishable items to local low-income families three days a week Tuesday through Thursday and once a month on Saturday. They also deliver pallets of food five days a week to over 30 nonprofit organizations in the Bay Area. They receive donations from 17 other organizations in addition to the Alameda County Community Food Bank. It is currently an all-volunteer organization. HOPE 4 the Heart increased the number of days that it is open from one day a week to three in response to the community's need for food during the COVID-19 pandemic. The additional funds are being used to pay for the additional costs incurred as a result of the increase in operating time. Expenses include utilities, insurance, and increased cleaning staff.

**Additional CDBG Requirements**

Contractor shall provide a quarterly narrative report due on August 15, 2020 and the final report due updating the status of the project on November 15, 2020.

Invoices can only cover costs incurred between May 1, 2020 and October 31, 2020.

EXHIBIT A CONTINUED  
PROGRAM BUDGET  
HOPE 4 THE HEART  
Food Delivery Services for COVID-19 Affected Residents  
May 1, 2020 THROUGH October 31, 2020

|  |              |
|--|--------------|
| Operating (insurance, PG&E, phone, water, propane, etc.) | \$14,876     |
| Transportation (fuel, truck insurance, etc.)             | \$3,360      |
| Cleaning (trash, maintenance, etc.)                      | \$1,764      |
| <br>Grand Total  | <br>\$20,000 |

**EXHIBIT B**  
**CONDITIONS FOR PAYMENT BETWEEN**  
**ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT**  
**AND**

**HOPE 4 THE HEART**  
**Food Delivery Services for COVID-19 Affected Residents**  
**May 1, 2020 THROUGH October 31, 2020**

**1. BUDGET**

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

**2. METHOD OF PAYMENT**

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

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

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

- a. Invoices must state the Service Period which is the period for which payment is requested. The dates on the backup invoice documentation must be within this period.
- 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 that are working on this project, but paid from another source of funds.

**3. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS**

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

**4. COMPLIANCE WITH FEDERAL REGULATIONS**

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

A. 2 CFR Part 200.

**5. PUBLIC RECOGNITION OF FUNDING**

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

**EXHIBIT B1**  
**CONDITIONS FOR PAYMENT BETWEEN**  
**ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT**  
**AND**  
**HOPE 4 THE HEART**  
**Food Delivery Services for COVID-19 Affected Residents**  
**May 1, 2020 THROUGH October 31, 2020**

**CFDA number:**

■□ CDBG 14.218

**CFDA Title:** Community Development Block Grants/Entitlement Funds- CARES Act Funds

**Name of Federal Agency:** Housing and Urban Development (HUD)

**Subrecipient Data Universal Numbering System (DUNS) Number:** 021116418

**Federal Award Date of award to HCD by HUD:**

**Federal Award Identification Number:** B-19-UC-06-0001



**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| TYPE OF INSURANCE COVERAGES   | MINIMUM LIMITS   |
|---|--|
| <b>A Commercial General Liability</b><br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability  | \$1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage  |
| <b>B Commercial or Business Automobile Liability</b><br>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities   | \$1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| <b>C Workers' Compensation (WC) and Employers Liability (EL)</b><br>As required by State of California  | WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease                    |
| <b>D Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of <b>both</b> CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <b>and</b> CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self -insured retention may be satisfied by either the named insured or County.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <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. Coverage shall be at least as broad as in the ISO Forms named above.</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> Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</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 as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</li> </ol> |  |

**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 Housing Opportunities for Persons with AIDS (HOPWA).

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

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

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

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

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

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

persons who are recipients of HUD assistance for housing.

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

SECTION 3 EMPLOYMENT PLAN

Name of Contractor: Hope 4 the Heart

Services to be Provided: COVID-19 Food Delivery Services

Contract Amount: \$20,000

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> |
|----------------------------|----------------------------|------------------------------|
|----------------------------|----------------------------|------------------------------|

N/A

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

Contractor: Hope 4 the Heart

*Victoria Popejoy*

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Victoria Popejoy, Executive Director

6/23/2020

Date

**EXHIBIT E**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

**Exceptions will not 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:** Hope 4 the Heart

**PRINCIPAL:** Victoria Popejoy **TITLE:** Executive Director

**SIGNATURE:**  **DATE:** 6/23/2020

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PROCUREMENT  
PROCESS FOR COMPETITIVE BIDDING FOR PROVISION OF  
EMERGENCY FOOD DISTRIBUTION PROGRAM  
FOR THE COUNTY OF ALAMEDA**

RESOLUTION NUMBER R-2020-293

WHEREAS, The Alameda County Deputy Sheriffs Activities League Inc ("DSAL") is an Alameda County-based tax-exempt non-profit organization working to distribute emergency food to families in need due to COVID-19 Shelter In-Place requirements; and

WHEREAS, DSAL has been providing a food distribution program for community residents since 2016; and

WHEREAS, DSAL has a proven track record of providing food distribution in Alameda County; and

WHEREAS, due to the importance of the emergency food distribution program, the County of Alameda wishes to continue providing services to residents affected by COVID-19; and

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

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

WHEREAS, DSAL has expertise and is uniquely qualified within the community to provide emergency food distribution, and the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation; and

WHEREAS, there is a public health emergency in Alameda County due to COVID-19 which necessitates emergency food distribution to people who have lost their jobs or have had their work hours reduced.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 and .020 for the solicitation of bids are hereby waived for the selection of The Alameda County Deputy Sheriffs Activities League Inc's services to provide an emergency food distribution program.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on July, 14, 2020 by the following called vote:

AYES: Supervisors Carson, Chan, Haggerty, & Miley - 4  
NOES: None  
EXCUSED: President Valle



Richard Valle  
President of the Board of Supervisors  
County of Alameda, State of California

ATTEST:  
Clerk of the Board of Supervisors,  
County of Alameda

By: Melissa Lyndman, Deputy

APPROVED AS TO FORM:  
Donna Ziegler, County Counsel

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