

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

Chris Bazar
Agency Director

Agenda Item No. _____ July 21, 2009



Linda M. Gardner
Housing Director

July 7, 2009

224
W. Winton Avenue
room 108

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, California 94612

Hayward
California
194544-1215

Dear Board Members:

phone
510.670.5404
fax
510.670.6378
TTY
510.265.0253

SUBJECT: AUTHORIZE COMMUNITY DEVELOPMENT BLOCK GRANT-RECOVERY (CDBG-R) CONTRACT NO. 4185 WITH EDEN HOUSING INC.

www.
acgov.org/cda

RECOMMENDATION:

It is recommended that your Board authorize and direct the President of the Board to execute Contract No. 4185 with Eden Housing, Inc. (Principal: Linda Mandolini; Location: Hayward) in Community Development Block Grant-Recovery (CDBG-R) funds for rehabilitation of Grove Way Apartments multi-family housing for the period of August 1, 2009 through July 31, 2010 in the amount of \$79,500.

SUMMARY/ DISCUSSION:

The Community Development Agency's (CDA) Housing and Community Development (HCD) Department is the lead agency for the Alameda County Urban County (Albany, Dublin, Emeryville, Newark, Piedmont, and the Unincorporated County) which was awarded \$525,144 in CDBG-R (ARRA) funds as an entitlement grant. The Urban County Technical Advisory Committee, made up of staff representatives from each of the Urban County jurisdictions, voted to divide the funds by jurisdiction using the regular CDBG formula. The Unincorporated County received a total of \$274,126 for distribution to projects.

Eden Housing, Inc. will utilize the CDBG-R funds to rehabilitate the Grove Way Apartments in the Cherryland area of the Unincorporated County. The scope of work will include the rehabilitation of the roof, exterior walls, balconies, common area walk

ways, exterior fencing and parking lot. Eden Housing is a highly competent nonprofit housing developer/owner/manager and these funds will help sustain these apartments as quality affordable housing and an asset to the community.

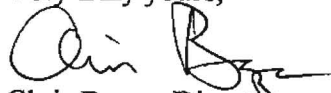
SELECTION CRITERIA AND PROCESS:

For Unincorporated County CDBG-R projects, HCD staff determined that there was not sufficient time to issue a Request for Proposal (RFP) to identify projects for CDBG-R funding and meet the HUD application deadline. Therefore, staff focused on projects that were not able to be fully funded during the regular FY2009 CDBG Unincorporated County CDBG RFP process and subsequent projects which had approached HCD for funding. On May 12, 2009, the Housing and Community Development Advisory Committee members present at its regularly scheduled and noticed meeting, though lacking a quorum, unanimously supported the recommendation to submit the CDBG-R Substantial Amendment to the Annual Action Plan, and proceeding to recommend projects without an RFP process. Your Board approved the Substantial Amendment, which included the three projects recommended for funding under the Unincorporated County's allocation of CDBG-R, on June 2, 2009.

FINANCIAL CONSIDERATIONS:

Funds for this contract and associated administration are included in CDA's 2009/10 Budget. There is no Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director
Community Development Agency

cc: Susan Muranishi, County Administrator
Richard Winnie, County Counsel
Patrick O'Connell, Auditor-Controller
Louie Martirez, County Administrator's Office
Andrea Weddle, Office of the County Counsel
U.B. Singh, CDA Finance Director

AGREEMENT BY AND BETWEEN
EDEN HOUSING
AND
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 21st day of July, 2009, by and between the County of Alameda, a body corporate and politic of the State of California, (hereinafter referred to as "County"), and Eden Housing, Inc. (hereafter referred to as "Contractor").

WHEREAS, the COUNTY has also entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant – Recovery (CDBG-R), under the American Recovery and Reinvestment Act of 2009 (the "Act") said funds to be used for Community Development Block Grant – Recovery Programs and its eligible activities; and

WHEREAS, the funding under the Recovery Act has clear purposes – to stimulate the economy through measures that modernize the Nation's infrastructure, improve energy efficiency, and expand educational opportunities and access to health care, and HUD has strongly urged grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings; and

WHEREAS none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States; 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, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

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

I. STATEMENT OF WORK

Contractor will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A and incorporated herein by reference.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

A. County has allocated the sum of \$79,500 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.

B. The term of this Agreement begins on August 1, 2009, and ends on July 31, 2010 or when all contract terms have been completed.

- C. 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.
- D. 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.
- E. 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.
- F. 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.

IV. SUBCONTRACTS

- A. Any subcontract funding under this Agreement shall be submitted to County for review and approval prior to its execution.
- B. In the event subcontractor is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, contractor is required to comply with the procurement procedures of Office of Management and Budget (OMB) Circular A-110 and A-122 (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.

V. BUDGET

All requested modification to the Budget attached to 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. 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 used from unused line item budgets and the total contract amount does not exceed the budget.

VI. RECORDS AND REPORTS

- A. All original documents prepared by Contractor in connection with the work to be performed under this Agreement shall be the property of the County.
- B. Contractor's records must be made available for review 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 OMB circular A-110.
- C. Records must be kept accurate and up-to-date. Failure of Contractor to comply with this provision could result in termination of this Agreement or Contractor's repayment of funds previously awarded under this Agreement.

VII. PROGRAM MONITORING AND EVALUATION

- A. Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Program Objectives.
- B. Contractor must 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. Beneficiaries - provide the following:
 - i) total number of direct beneficiaries.
 - ii) Percent of total number of direct beneficiaries who are:
 - Low and moderate income
 - Low income
 - American Indian or Alaska Native
 - Asian
 - Black or African American
 - Native Hawaiian or Other Pacific Islander
 - White
 - American Indian or Alaska Native and White
 - Asian and White
 - Black or African American and White
 - American Indian or Alaska Native and Black or African American
 - Other (individuals who are not included above)
 - Hispanic (ethnicity category that cuts across all races; if used, a race identified above must also be identified)
 - 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 OMB Circular A-128.

VIII. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with OMB Circular A-110, 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.

IX. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

X. RELIGIOUS ACTIVITY PROHIBITION

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

XI. REVERSION OF ASSETS

- A. Upon the expiration of this Agreement, Contractor shall transfer to County any CDBG-R funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG-R funds.
- B. Real property in excess of \$25,000, obtained in whole or in part with CDBG-R 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-R expenditures.

XII. OTHER PROGRAM REQUIREMENTS

Contractor certifies that it will carry out each activity in compliance with all Federal laws including, as applicable, the Buy American requirement in 42 USC §1604 and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570-612) and relates to a) Equal Employment Opportunity Practices Provisions, b) Fair Housing, c) Labor Standards, d) Environmental Standards, 3) National Flood Insurance Program, f) Relocation and Acquisition, g) Employment and Contracting Opportunities, h) Lead-based paint, i) Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients, j) Uniform Administrative Requirements and Cost Principals, k) Conflict of Interest, and l) Displacement.

Contractor agrees that contractor, its principles, and any named subcontractor is not debarred and/or suspended from procuring federal contracts (Exhibit E).

XIII. TERMINATION OF THIS AGREEMENT

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

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

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

* * * * *

EDEN HOUSING, INC.

COUNTY OF ALAMEDA

By: 
 Signature

Linda Mandolini
 Name of Person Authorized to Sign Contract

Executive Director
 Title

By: _____
 President, Board of Supervisors

Attest: _____
 Clerk, Board of Supervisors


Date: _____

22645 Grand Avenue
 Address

Hayward, CA 94541
 City, State, Zip Code

(510) 886-5473
 Telephone Number (include area code)

Approved as to form:
 Richard E. Winnie, County Counsel

By: 
 Andrea L. Weddle
 Senior Deputy County Counsel

Taxpayer ID: 23-1716750

Date: 7/6/09

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 HOUSING, INC
GROVE WAY APARTMENTS

AUGUST 1, 2009 THROUGH JULY 31, 2010

The Scope of Work for the Grove Way Apartments will consist of rehabilitation of the roof, exterior walls, balconies, common area walk ways, exterior fencing and parking lot.

Timeline

August – September 2009 - bid project and award contract.

October 2009 – Start rehabilitation

June 2010 – Complete Rehabilitation

1. This timeline may be amended with prior approval of the Housing Director or designee.

Additional CDBG-R Requirements

1. Eden Housing, Inc. will provide copies of the design to HCD for review by its CDBG-R Program Manager.
2. Eden Housing Inc. will obtain up-to-date Davis-Bacon materials for inclusion in the bid packet from HCD's Davis-Bacon monitor and follow all Davis-Bacon requirements for the project.
3. Eden Housing, Inc. will provide monthly narrative reports due on the 8th day of each month and the final report due August 8, 2010 updating the status of the project.

PROGRAM BUDGET
EDEN HOUSING INC.
FOR
GROVE WAY APARTMENTS

AUGUST 1, 2009 THROUGH JULY 31, 2010

<u>Line Item</u>	<u>Total</u>
Construction Contract	\$79,500
Total	\$79,500

EXHIBIT B
 CONDITIONS FOR PAYMENT BETWEEN
 ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
 AND
 EDEN HOUSING INC.
 GROVE WAY APARTMENTS

1. BUDGET

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

2. METHOD OF PAYMENT

All requests for payment will be on a reimbursement basis, unless otherwise approved, and shall 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 disbursement made by budget line item, current requests, and amount remaining in the budget line item.

Line Item	Total Budget	Previous Requests	Current Request	Balance Remaining
Acquisition	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
Construction Costs	\$ 300,000.00	\$ 25,000.00	\$100,000.00	\$ 175,000.00
Predevelopment	\$ 150,000.00	\$ 75,000.00	\$ 65,000.00	\$ 10,000.00

- B. 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.
- C. Requests for reimbursement must be received within 30 days of the end of each month or period covered.
- D. With prior written approval, contractor may request some funds to cover costs not yet paid by contractor (non-reimbursement basis). In this situation, funds disbursed to CONTRACTOR must be expended within fifteen (15) days of the receipt of funds.
- E. The final disbursement of funds shall be requested by CONTRACTOR within sixty (60) days of 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 through the execution of this contract, there can be no more than four (4) requests for adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the project. Any changes in the budget that result in lower costs shall be communicated to COUNTY immediately. If Housing Director or designee determines that the total amount of funds under this contract exceeds the amount necessary to complete the project, Housing Director or designee may adjust the contract accordingly.

4. COMPLIANCE WITH FEDERAL REGULATIONS

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

- A. OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- B. OMB Circular A-110, Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- C. Paragraph (b) of Section 570.502 of sub-part J of 24 CFR 85, Common Rule of Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.
- D. Section 44.6 of 24 CFR Part 44 (Non-Federal Government Audit Requirements), Common Rule of Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

5. PUBLIC RECOGNITION OF FUNDING

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

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E Course of Construction /Builder's Risk All Risk	\$ Value of Completed project or materials
F Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: 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. 2. DURATION OF COVERAGE: 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. 3. REDUCTION OR LIMIT OF OBLIGATION: 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 affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

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-R).

In all contracts for work in connection with a Community Development project, the following clause (referred to as the Section 3 Clause), will be included:

1. 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.
2. 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 send to each 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.
4. 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.
5. 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.
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 HOUSING, INC.

Services to be Provided: REHABILITATION OF GROVE WAY APARTMENTS

Contract Amount: \$79,500

Contract amount does not exceed Section 3 dollar threshold. Section 3 requirements do not apply.

Contract does not include housing rehabilitation, housing construction or other public construction. Section 3 requirements do not apply.

Section 3 requirements do apply. Contractor has been notified of Section 3 requirements and has completed the anticipated work force analysis below.

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

<u>Job Classifications</u>	<u>Existing Work Force</u>	<u>Anticipated New Hires</u>
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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 Housing, Inc.


Linda Mandolini, Executive Director

Date

2/6/09

EXHIBIT E

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

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

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

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

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

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

CONTRACTOR: Eden Housing Inc.

PRINCIPAL: Linda Mandolini

TITLE: Executive Director

SIGNATURE: _____

DATE: _____

7/6/09

EXHIBIT F
PROPERTY MANAGEMENT STANDARDS

1. This attachment prescribes uniform standards governing the utilization and disposition of property furnished by the Federal Government or acquired in whole or in part with Federal funds by State and local governments. Federal grantor agencies shall require State and local governments to observe these standards under grants from the Federal Government and shall not impose additional requirements unless specifically required by Federal law. The grantees shall be authorized to use their own property management standards and procedures as long as the provisions of this attachment are included.
2. The following definitions apply for the purpose of this attachment:
 - a. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
 - b. Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
 - c. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
 - d. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
 - e. Excess property. Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.
3. Each Federal grantor agency shall prescribe requirements for grantees concerning the use of real property funded partly or wholly by the Federal Government. Unless otherwise provided by statute, such requirements, as a minimum, shall contain the following:
 - a. The grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The grantee shall obtain approval by the grantor agency for the use of the real property in other projects when the grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs, or programs that have purposes consistent with those authorized for support by the grantor.
 - c. When the real property is no longer needed as provided in a. and b., above, the grantee shall return all real property furnished or purchased wholly with Federal grant funds to the control of the Federal grantor agency. In the case of property purchased in part with Federal grant funds, the grantee may be permitted to take title to the Federal interest therein upon compensating the Federal Government for its fair share of the property. The Federal share of the property shall be the amount computed by applying the percentage of the Federal participation in the total cost of the grant program for which the property was acquired to the current fair market value of the property.
4. Standards and procedures governing ownership, use, and disposition of nonexpendable personal property furnished by the Federal Government or acquired with Federal funds are set forth below:
 - a. Nonexpendable personal property acquired with Federal funds. When nonexpendable personal property is acquired by a grantee wholly or in part with Federal funds, title will not be taken by the Federal Government except as provided in paragraph 4a(4), but shall be vested in the grantee

subject to the following restrictions on use and disposition of the property:

- (1) The grantee shall retain the property acquired with Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall use the property in connection with other Federal grants it has received in the following order of priority:
 - (a) Other grants of the same Federal grantor agency needing the property.
 - (b) Grants of other Federal agencies needing the property.
- (2) When the grantee no longer has need for the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:
 - (a) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The grantee may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.
 - (b) All other nonexpendable property. The grantee may retain the property for its own use provided that a fair compensation is made to the original grantor agency for the latter's share of the property. The amount of compensation shall be commuted by applying the percentage of Federal participation in the grant program to the current fair market value of the property.
- (3) If the grantee has no need for the property, disposition of the property shall be made as follows:
 - (a) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2)(a) above, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed in accordance with (iii) below.
 - (b) Nonexpendable property with an acquisition cost of over \$1,000. The grantee shall request disposition instructions from the grantor agency. The Federal agency shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration (GSA) by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The Federal grantor agency shall issue instructions to the grantee within 120 days and the following procedures shall govern:
 - (i) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.
 - (ii) If the grantee is instructed to otherwise dispose of the property, he shall be reimbursed by the Federal grantor agency for such costs incurred in its disposition.
 - (iii) If disposition instructions are not issued within 120 days after

reporting, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed by applying the percentage of Federal participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater, for the grantee's selling and handling expense.

4. Where the grantor agency determines that property with an acquisition cost of \$1,000 or more and financed solely with Federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:
 - (a) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee.
 - (b) The grantor agency shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If the grantor agency fails to issue disposition instructions within 120 days, the grantee shall apply the standards of 4a(1), 4a(2)(b) and 4a(3)(b).
- b. Federally-owned nonexpendable personal property. Unless statutory authority to transfer title has been granted to an agency, title to Federally-owned property (property to which the Federal Government retains title including excess property made available by the Federal grantor agencies to grantees) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to the grantor agency for further agency utilization or, if appropriate, for reporting to the General Services Administration for other Federal agency utilization. Appropriate disposition instructions will be issued to the grantee after completion of Federal agency review.
5. The grantees' property management standards for nonexpendable personal property shall also include the following procedural requirements.
 - a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share.
 - b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
 - c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.
 - d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
 - e. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.
6. When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any Federal grant purposes, the grantee may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost. The amount of compensation shall be computed in accordance with 4a(2)(b).
7. Specified standards for control of intangible property are provided as follows:

- a. If any program produces patentable items, patent rights, processes, or inventions, in the course of work aided by a Federal grant, such fact shall be promptly and fully reported to the grantor agency. Unless there is prior agreement between the grantee and grantor on disposition of such items, the grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery -- including rights under any patent issued thereon -- shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).

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