



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY  
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

Agenda Item No. \_\_\_\_\_ July 21, 2009

Chris Bazar  
Agency Director

July 7, 2009



Linda M. Gardner  
Housing Director

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

Dear Board Members:

**SUBJECT: AUTHORIZE COMMUNITY DEVELOPMENT BLOCK GRANT-RECOVERY (CDBG-R) AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACTS**

**RECOMMENDATION:**

It is recommended that your Board authorize and direct the President of the Board to execute the following contracts with Seventh Step Foundation (Principal: Ron Doyle; Location: Hayward) for the period of August 1, 2009 through July 31, 2010:

- A. Contract No. 4208 in Community Development Block Grant (CDBG) funds for Freedom House rehabilitation inspection in the amount of \$4,000; and
- B. Contract No. 4206 in Community Development Block Grant-Recovery (CDBG-R) funds for Freedom House transitional shelter rehabilitation in the amount of \$64,626.

**SUMMARY/ DISCUSSION:**

Seventh Step Foundation applied for Unincorporated County Community Development Block Grant funds for the rehabilitation of Freedom House, its transitional residential program for men on parole with drug and or alcohol addiction, located in the Cherryland area of the Unincorporated County. Staff determined that Freedom House's rehabilitation was greater than what was requested and therefore is proposing funding from both the regular CDBG allocation and the CDBG-R (ARRA) allocation. The Seventh Step Foundation project at Freedom House will be a two-phase process. The first phase (utilizing CDBG funds) will be an inspection of the property to fully determine overall rehabilitation needs. The second phase (utilizing CDBG-R funds) provides funds for the rehabilitation of the kitchen and replacement of the exterior fence and other items determined as needed under the first phase, to the degree that funds are available.

Annually, the Housing and Community Development Department (HCD) of the Community Development Agency (CDA) issues a Notice of Funds Available (NOFA) for

224  
W. Winton Avenue  
Room 108

Hayward  
California  
194544-1215

phone  
510.670.5404  
fax  
510.670.6378  
TTY  
510.265.0253

www.  
acgov.org/cda

Unincorporated County Community Development Block Grant funds. The NOFA solicits project proposals from agencies, neighborhood groups, and local citizens for projects benefiting primarily low- and moderate-income persons in unincorporated Alameda County. In December 2008, the NOFA was issued informing interested agencies and the public that Unincorporated County CDBG funds would be available for public improvement projects effective July 1, 2009. Nine proposals were received in response to the NOFA, including one from Seventh Step Foundation for Freedom House. The federal environmental review process is now complete and the contracts can be executed.

In addition to the annual CDBG allocation, Alameda County Urban County (Albany, Dublin, Emeryville, Newark, Piedmont, and the Unincorporated County) was awarded \$525,144 in CDBG-R (ARRA) funds as an entitlement grant, of which the Unincorporated County received a total of \$274,126 for distribution to projects. A total of three projects are being recommended under separate letters to your Board for funding under the Unincorporated County CDBG-R program.

**SELECTION CRITERIA AND PROCESS:**

*In December 2008, a NOFA for Unincorporated County CDBG funding was sent to identified neighborhood groups and local nonprofit agencies, as well as persons who had contacted HCD to receive such notices. In January 2009, nine proposals were received, reviewed and ranked. One proposal was outside of the scope of the Request for Proposals and was deemed ineligible. On May 12, 2009, funding recommendations and presentations were made to the Housing and Community Development Advisory Committee (HCDAC) to allocate the CDBG funds. This item could not be formally recommended by the HCDAC due to the lack of quorum, however the members present were in favor of the recommendations as presented in this letter. Eight proposals are being recommended for funding, including the Freedom House. Two projects were brought to your Board on July 14, 2009. The three remaining projects recommended for funding are being brought to your Board under separate letters (the sixth is a project within HCD):*

*There was not sufficient time to issue a Request for Proposal (RFP) to identify projects for the CDBG-R funds in order to meet the U.S. Department of Housing and Urban Development (HUD) deadline for application. Therefore, staff focused on projects that were not able to be fully funded during the regular FY2009 CDBG Unincorporated County CDBG RFP process and other projects which had subsequently approached the Housing and Community Development Department of the Community Development Agency for funding. Members present at the May 12, 2009 meeting of the HCDAC 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. On June 2, 2009 your Board approved the CDBG-R Substantial Amendment, which included the three projects being recommended for funding, and their CDBG-R funding amounts.*

Board of Supervisors

July 7, 2009

Page 3 of 3

**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  
SEVENTH STEP FOUNDATION, INC.  
AND  
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 28th 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 Seventh Step Foundation, Inc. (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 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 \$4,000 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.
- 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 in 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 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.

XII. 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) 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.

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;

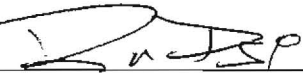
- B. Failure to meet the performance standards contained in other sections of this Agreement;
- C. Improper use of reporting of funds provided under this Agreement; and
- D. Suspension or termination by HUD of the grant to the County under which Agreement is made, or the portion thereof delegated by this Agreement.

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

\* \* \* \* \*

SEVENTH STEP FOUNDATION, INC.

COUNTY OF ALAMEDA

By:   
Signature

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

Ron Doyle  
Name of Person Authorized to Sign Contract

Attest: \_\_\_\_\_  
Clerk, Board of Supervisors

Executive Director  
Title

Date: \_\_\_\_\_

475 Medford Avenue  
Address

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

Hayward, CA 94541  
City, State, Zip Code

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

(510) 278-0230  
Telephone Number (include area code)

Taxpayer ID: 94-1696338

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  
SEVENTH STEP FOUNDATION, INC.  
FREEDOM HOUSE

AUGUST 1, 2009 THROUGH JULY 31, 2010

The first phase of the project will consist of an inspection of the property to determine a priority list of rehabilitation work on Freedom House outside of the kitchen rehabilitation and fence replacement.

Timeline

August 2009 – site inspection and evaluation.

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

Additional CDBG Requirements

1. Seventh Step Foundation, Inc. will provide copies of the inspection report to HCD for review by its CDBG Program Manager.
3. Seventh Step Foundation, Inc. will provide a narrative report due on October 8, 2010 for the completion of the first phase of the project.

EXHIBIT B  
 CONDITIONS FOR PAYMENT BETWEEN  
 ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT  
 AND  
 SEVENTH STEP FOUNDATION, INC.  
 FREEDOM HOUSE

**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
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b>Endorsements and Conditions:</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 affected 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 coverage 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).

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: SEVENTH STEP FOUNDATION, INC.

Services to be Provided: INSPECTION OF FREEDOM HOUSE

Contract Amount: \$4,000

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.

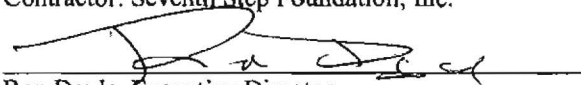
The following work force is anticipated to be necessary to satisfactorily complete this work:

<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: Seventh Step Foundation, Inc.

  
\_\_\_\_\_  
Ron Doyle, Executive Director

Date

7-6-09

PROGRAM BUDGET

SEVENTH STEP FOUNDATION INC.  
FOR  
FREEDOM HOUSE

AUGUST 1, 2009 THROUGH JULY 31, 2010

<u>Line Item</u>	<u>Total</u>
Inspection Contract	\$4,000
<b>Total</b>	<b>\$4,000</b>