

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

AGENDA ITEM NO. _____ September 29, 2015

Chris Bazar
Agency Director

September 15, 2015

The Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE PROCUREMENT CONTRACT No. 12680 WITH SWANS MARKET INC. (SWANS MARKET APARTMENTS) FOR THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM

RECOMMENDATION:

Approve Procurement Contract No. 12680 with Swans Market Inc. (Swan's Market Apartments) (Principal: Joshua Simon, Executive Director; Location: Oakland) for permanent supportive housing operating and Homeless Information Management Services (HMIS) costs under the Housing Opportunities for Persons with AIDS (HOPWA) Program, for the period of 9/1/2015 to 8/30/2016, in the amount of \$23,140.

DISCUSSION/SUMMARY:

HOPWA funding from the U.S. Department of Housing and Urban Development (HUD), is designed to increase affordable housing opportunities for people with HIV/AIDS. The City of Oakland is the entitlement grantee for the Eligible Metropolitan Area, which includes Alameda and Contra Costa Counties. The City of Oakland contracts with the Community Development Agency's (CDA) Housing and Community Development Department (HCD) to administer HOPWA funds in Alameda County.

On September 30, 1998, your Board authorized a contract with East Bay Asian Local Development Corporation (EBALDC) for \$500,000 in HOPWA development funds for the construction of an 18 unit multi-family apartment building in downtown Oakland. The property provides permanent housing for 18 persons with incomes at or below 50% of Area Median Income. Four of the units are designated as HOPWA units. HCD has a 59-year Regulatory Agreement on the property.

Swans Market Apartments has provided independent permanent housing for families and individuals since 1999. Per HOPWA regulations, tenants pay 30% of their incomes for rent. Given the low incomes of HOPWA tenants, this rental income is not sufficient to cover the housing operating costs.

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Room 110

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This HOPWA contract is specifically for operating costs of the permanent housing and will be used to fill the gap between HOPWA unit rental income and operating costs. The funds are needed to maintain the property to the standard required by lenders, and to plan for future capital needs for the building. This contract will provide funds to EBALDC to continue the program and operations of the building, with no disruption in operations currently being provided at the site. In addition, the contract will cover costs associated with a new federal requirement that HOPWA funded programs be included in the countywide HMIS.

HCD has administered HOPWA funds under contract with the City of Oakland since FY1993. HOPWA funds serve the entire County with a focus on areas with high incidences of HIV/AIDS. Funding thus far has totaled more than \$25 million, which has contributed to the development of almost two hundred transitional and permanent units of housing for people with HIV/AIDS, and provided supportive services and operating expenses for programs serving over three hundred people living with HIV/AIDS and their families each year.

SELECTION CRITERIA AND PROCESS:

HCD staff conducted a Request for Proposal (RFP) process in March 2015 and received a total of six proposals for HOPWA Service and Operations funding. The HOPWA funding allocation to HCD from the City of Oakland was sufficient to fund all six proposals. Approval of recommendations for funding is made by the City of Oakland and then forwarded to your Board. This contract funding was approved by the City of Oakland. Other contracts for FY2015 HOPWA funding will come to your Board under separate letters.

EBALDC constructed the Swans Market Apartments in 1999 with partial funding from HCD. The County has a Regulatory Agreement and Deed of Trust on this property for a period of 59 years. RFPs for services and operations are conducted as needed, with renewal of existing contracts based on satisfactory performance and continued need for service. The Auditor Controller's Office of Contract Compliance has reviewed and issued Federal Grant Waiver # F874 for this contract.

FINANCING:

Funding for this contract is included in CDA's approved FY2015/2016 Budget (\$19, 283) and will be requested for the MOE Budget for FY 2016/17 (\$3,857). The encumbered amount per fiscal year may need to be adjusted during the contract term in order to meet the changing needs of the program. This contract is funded from a federal grant which runs over multiple fiscal years. Unused funds from federal grants are rolled over to the next year's available funds during the term of the grant. HCD includes estimated project amounts to encumber from available funds in various grants as part of the annual budget.

Upon payments to contractors, HCD bills the City of Oakland to reimburse the County General Fund. Contract expenditures may change from one fiscal year to another due to the needs of the project and/or changes in the project schedule. HCD will make adjustments at year's end to the unused appropriations and budget rollovers in conformance with grant and contract reimbursement guidelines. No additional appropriations are required and 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
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel
Richard Conway, County Administrator's Office
Heather Littlejohn, Office of the County Counsel
U.B. Singh, CDA Finance Director

CONTRACT

THIS CONTRACT, made and entered into this 29th day of September, 2015 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY" and Swans Market Partnership, L.P. a California limited partnership (Swan's Market Apartments), hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY has received funding from the City of Oakland under the Housing Opportunities for Persons With AIDS Program for Fiscal Year 2015; and

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

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

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

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Scope of Work and Budget

1. Attached hereto, marked Exhibit A, and by this reference made a part hereof, is a description of the duties and services to be performed for COUNTY by CONTRACTOR, and CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner.
2. COUNTY has allocated the sum of \$23,140 to be expended as described in this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded by CONTRACTOR, and COUNTY shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by COUNTY.
3. The term of this contract begins on September 1, 2015 and ends on August 30, 2016.

Finance Administration Procedures

4. CONTRACTOR shall maintain on a current basis standard financial and administrative records regarding the verification of tenant incomes and household composition, determination of rental subsidy amounts and inspections and approvals of properties pursuant to Housing Quality Standards and other HUD guidelines, including-source documents supporting accounting transactions, eligibility and occupancy records as may be applicable, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with instructions provided and to be provided by COUNTY. All records are to be maintained for a period of at least four years. CONTRACTOR shall comply with all such instructions. CONTRACTOR will cooperate with COUNTY in the preparation of, and will furnish any and all information required for reports to be prepared by COUNTY as may be required by the rules, regulations, or requirements of COUNTY or of any other government entity. To the extent permitted by law, CONTRACTOR will also permit access to all books, accounts, or records of any kind to COUNTY or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

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

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

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

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

Insurance Requirements

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

Indemnify and Hold Harmless

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

Program Administration

11. COUNTY shall make at least one program evaluation during the term of this contract. COUNTY, with prior written notice of 14 days to CONTRACTOR, may at any time during the term of this contract conduct an evaluation of the program. Said evaluation shall cover both objectives and program of CONTRACTOR. CONTRACTOR shall maintain and retain records with respect to such objectives,

program, and evaluations, and shall cooperate with COUNTY in making these or any other evaluation reports; CONTRACTOR shall permit access by COUNTY to the premises, shall furnish all information requested by COUNTY, and shall afford COUNTY access to all such records of CONTRACTOR.

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

13. Neither the CONTRACTOR nor any of its employees shall by virtue of this contract be an employee of COUNTY for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of COUNTY employees. CONTRACTOR shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

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

Termination of Contract

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

Federal Requirements

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

17. Any building or structure assisted with funds through HOPWA or this contract for new construction, substantial rehabilitation, or acquisition of a building, structure, or site, must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than fifty-nine (59) years. (Substantial rehabilitation is defined as rehabilitation involving costs in excess of 75 percent

of the value of the building after rehabilitation.) Any building or structure assisted with funds through HOPWA or this contract for non-substantial rehabilitation or repair must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years. In the event the property assisted with HOPWA funds is leased rather than owned by the CONTRACTOR, the building must be maintained as a facility to provide housing or assistance for individuals with AIDS or related diseases for a period of not less than ten (10) years.

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

19. CONTRACTOR agrees to comply with all requirements which are now, or which may hereafter be, imposed by the Housing Opportunities for Persons With AIDS (HOPWA) Program and HUD, as well as such requirements as may be imposed by COUNTY. This includes, but is not limited to: 24 CFR Part 574 (Housing Opportunities for Persons With AIDS; Final Rule); 2 CFR part 200 (Supersedes OMB Circulars A-102, A-87, A-110 and A-122); 24 CFR part 87, anti-lobbying requirements, 24 CFR part 24, debarred or suspended contractors; and 24 CFR part 35, and the Lead-based Paint Poisoning Prevention Act. No persons shall be displaced as a result of a project funded under this agreement. CONTRACTOR agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of COUNTY. Further, CONTRACTOR agrees that upon the return of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, or the receipt of any funds by the CONTRACTOR as a direct result of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that COUNTY paid to CONTRACTOR under this contract, CONTRACTOR shall return the funds to COUNTY, unless COUNTY otherwise directs in writing.

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

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

Equal Employment Opportunity Practices Provisions and Affirmative Action Requirements

22. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, relation, Vietnam era Veterans status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

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

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

24. CONTRACTOR agrees to comply with the requirements of the HUD's Section 3 *Employment Opportunities for Low-Income Residents* Requirements as applicable, attached hereto as Exhibit E.

Conflict of Interest Provisions

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

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

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

Contract Amendment


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

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

COUNTY OF ALAMEDA

Swans Market Inc., a California nonprofit public benefit corporation, its general partner

By: _____
President, Board of Supervisors

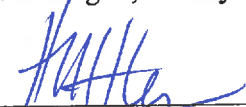
By: 
Joshua Simon, Executive Director

Date: _____

Date: 9/14/15

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

1825 San Pablo Avenue, Suite 200
Street Address

By: 
Heather Littlejohn Deputy County Counsel

Oakland, CA 94612
City, State, Zip Code

94-3277768
Taxpayer Identification #

(510) 287-5353
Telephone

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 PLAN
BETWEEN
ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
AND

Swans Market, Inc., A California nonprofit public benefit corporation (Swans Market Apartments)

For Services Provided September 1, 2015 THROUGH August 30, 2016

The Swans Market Apartments is located at 918 Clay Street, in Downtown Oakland. Swans Market Apartments provides 18-units of supportive family housing for individuals and families living with HIV/AIDS.

1. **Scope of Work:** Contractor shall provide and maintain four (4) HOPWA-designated units for individuals and families with HIV/AIDS pursuant to HOPWA Program requirements. Contractor shall provide comprehensive supportive services that enable the HIV/AIDS clients served under this Contract to receive support in the management of their illness and become more self-reliant. Contractor shall maintain the property to the standard required by lenders; and plan for future capital needs for the building. This contract provides HOPWA funding for operations costs only, which may include personnel costs, repairs, maintenance and safety costs, supplies repairs and maintenance costs, internal fees, insurance, utilities, professional fees, tax and licensing fees, advertising and marketing fees, and general and administrative expenses.
2. **Reports:** Contractor shall provide the County with quarterly and annual reports in the format prescribed by the County no more than 10 days after the end of the preceding quarter and 20 days after the end of the HOPWA reporting year, which begins July 1st and ends June 30th annually. These reports shall be directed to the Director of the County's Community Development Agency or his or her designee and shall include specific demographic information about the residents served under this contract, as well as a narrative relating to the contract objectives set out in the **outcomes** for the program. Annual reports must be on the HOPWA Caper Form, <https://www.hudexchange.info/resource/1011/hopwa-caper-form-hud-40110-d/>. All reports (Quarterly and Annual) must contain demographic information such as gender, age, race and ethnicity, income and household size. In addition, information on match and leverage is required quarterly. Accomplishment Data on the Planned Goals vs. the Actual Accomplishments is required. Information on expenditures, services provided to clients and housing outcomes.
3. **Outcomes:** Swans Market Apartments will maintain 4 designated HOPWA units, available to individuals and families with HIV/AIDS.

EXHIBIT B

**TERMS AND CONDITIONS FOR PAYMENT BETWEEN
ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
AND CONTRACTOR**

1. County shall pay Contractor for services provided during the period beginning September 1, 2015 and ending August 30, 2016 in accordance with the scope of work in Exhibit A and in accordance with the attached program budget and conditions set forth in Exhibit B-1 below. Contractor shall submit invoices that cover a 1 month period of time, no more frequently than monthly and no less than quarterly (turning in 1 per quarter) including supporting documentation for costs invoiced. Invoices shall be reviewed by liaison assigned to monitor this contract and shall be approved by the Housing Director or her designee.

2. Total payment under the terms of this contract shall not exceed \$23,140 for contracting for the services provided. No additional funds will be made available to reimburse expenses incurred in completing the Scope of Work as described in Exhibit A. Contractor will provide documentation in the form of timesheets and activity logs, for all personnel costs, which will accurately show the time spent on direct activities. These timesheets should be clear and accurate. Failure to provide this documentation could result in return of invoice stating lack of documentation, then refusal to reimburse, and/or a severe delay in reimbursement. All other costs MUST be accompanied by proof or payment (receipt, copy of cancelled check or ledger report printed from accounting system with reimbursement details). For Indirect costs, Contractor should provide an indirect cost allocation plan to HCD. The Indirect Cost Allocation plan must have HCD approval before Contractor is able to seek reimbursement using its methodology

3. **BUDGET**

The budget is attached as Exhibit B-1. Once a budget is approved by the County, changes may be made only with a written request to be approved by the Housing Director or her designee in advance of a request for disbursement of funds.

4 **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.
- 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 60 days of the end of each month or period covered.
- d. 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.
- e. 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 working on this project, but paid from another source of funds.

Line Item	Total Budget	Previous Requests	Current Request	Balance Remaining
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5. SUBMITTAL OF INVOICES FOR PAYMENT

- a) Invoices are to be numbered using the contract number followed by the invoice number (1, 2, 3, etc.)
For example: C-12066 #1 (for the first invoice submitted under this contract), C-12066 #2 (second invoice), etc.
- b.) Mail only the signed invoice page/invoice sheet
- c.) The signed invoice page/invoice sheet with the original signature from the contractor, must contain the service period covered by the invoice.
For example: "May 1, 2015 – May 31, 2015", or "May 1, 2015 – May 31, 2015 Supplemental"
- d.) Submit the invoice detail/backup via email in a pdf (the signed invoice page may be included in the invoice pdf)
- e.) The pdf and email should be labeled with the following information: contractor, contract # and invoice #, month billed, amount

For example: Housing Project, C-2396 #1, May 1, 2015 – May 31, 2015, \$75,000
Any email correspondence related to an invoice must be formatted as: Housing Project, C-2396 #2, May 1, 2015 – May 31, 2015
- f.) Submit an Invoice Summary Page for processing multiple invoices or when submitting a batch of invoices. The invoice summary page may be mailed or scanned in color and emailed to the project manager.

6. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS

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

7. COMPLIANCE WITH FEDERAL REGULATIONS

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

- A. 2 CFR Part 230 — Cost Principles for Nonprofit Organizations (supersedes OMB Circular A-122)
- B. Paragraph (b) of Section 570.502 of sub-part J of 24 CFR 85, Common Rule of Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.
- C. 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

8. 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 and members of the Board of Supervisors will be invited to participate in the groundbreaking and grand opening ceremonies or other similar events, if held.

EXHIBIT B-1

Swans Market, Inc., Budget		
September 1, 2015 - August 30, 2016		
	Annual Budget	Monthly Budget
Facility Operating	\$ 17,640.00	\$ 1,470.00
HMIS Start-up fee*	\$ 5,500.00	
Total	\$ 23,140.00	\$ 1,470.00

*HMIS Start-up fee is a one time fee paid to contractor.

Please note: This budget may be modified up to four times with prior written request by the Executive Director or his/her designee. Modification request MUST be approved by HCD PRIOR to its implementation.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Co		18058
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED EASTBAY-22
 East Bay Asian Local Development Corp.
 1825 San Pablo Avenue, Suite 200
 Oakland CA 94612


COVERAGES **CERTIFICATE NUMBER: 519599488** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime		PHSD1002505	12/31/2014	12/31/2015	Limit \$1,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As to various Properties
 Location: Swans Market Apartments, 918 Clay Street, Oakland, CA 94607

CERTIFICATE HOLDER County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives 1221 Oak Street, Suite 536 Oakland CA 94612 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

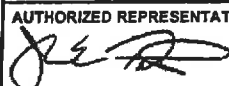
PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED: EASTBAY-22 East Bay Asian Local Development Corp. 1825 San Pablo Avenue, Suite 200 Oakland CA 94612	INSURER A: Philadelphia Indemnity Insurance Co NAIC # 18058	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1195618303** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers		PHSD1002506	12/31/2014	12/31/2015	Maximum Aggregate 10,000,000 SIR (Agreement B&C) 10,000 SIR EPL 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Various Properties. Fiduciary Limit \$1,000,000, -0- Deductible.
 Location: Swans Market Apartments, 918 Clay Street, Oakland, CA 94607

CERTIFICATE HOLDER County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives 1221 Oak Street, Suite 536 Oakland CA 94612 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
INSURED EASTBAY-22 East Bay Asian Local Development Corp. 1825 San Pablo Avenue, Suite 200 Oakland CA 94612	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co	18058
	INSURER B: Everest National Insurance Company	10120
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 1582968191** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y		PHPK1271187	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1271187	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			PHUB483978	12/31/2014	12/31/2015	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CA10002237151	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Location: Swans Market Apartments, 918 Clay Street, Oakland, CA 94607
 Named Insured Includes: Swans Marketplace Partnership, LP; Swans Market Partnership, LP
 Included as Additional Insured as respects General Liability per attached CG2026 1185 endorsement:
 County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives
 60 Days Notice of Cancellation, 20 Days for nonpayment of premium

CERTIFICATE HOLDER County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives 1221 Oak Street, Suite 536 Oakland CA 94612 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

County of Alameda, its Board of Super-
visors, the individual members thereof,
& all County officers, agents, employees volunteers, and representatives

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

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

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

**EXHIBIT D
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: Swans Market, Inc., a California nonprofit public benefit corporation

PRINCIPAL: JOSHUA SIMON TITLE: EXECUTIVE DIRECTOR

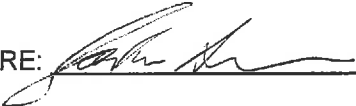
SIGNATURE:  DATE: 9/14/15

EXHIBIT E

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 Housing Opportunities for People with AIDS (HOPWA).

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: East Bay Asian Local Development Corporation (EBALDC)

Services to be Provided: Permanent housing for 4 individuals and families with HIV/AIDS.

Contract Amount: \$23,140

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>
----------------------------	----------------------------	------------------------------

Not Applicable

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



Joshua Simon, Executive Director
Name and Title

9/14/15

Date