AGENDA ITEM No._______November 9, 2010

October 26, 2010

The Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: AUTHORIZE OF CONTRACT No. 5891 WITH ABODE SERVICES FOR WINTER RELIEF PROGRAM

RECOMMENDATION:

Approve and authorize Contract No. 5891 with Abode Services (Principal: Louis Chicoine, Location: Fremont) to provide winter relief services for the period of November 15, 2010 through June 30, 2011, in the amount of $50,128.

SUMMARY/DISCUSSION:

The Winter Relief Program is operated each year by Abode Services. This Program has provided shelter to homeless families during the colder winter months, November through April, for families in the South County area of Fremont, Newark, Union City and Hayward. The Winter Relief Program will begin November 15, 2010, and will continue through June 30, 2011. The County’s contribution towards this program is administered by the Community Development Agency’s (CDA) Housing and Community Development Department (HCD), through a contract with Abode Services.

In recent years, the U.S. Department of Housing and Urban Development (HUD) has introduced several “Best Practice” approaches to ending homelessness. One of these approaches is called “Rapid Re-housing.” In this model, homeless people are moved directly from homelessness (streets, shelter, etc.) into housing. Rental subsidies and supportive services are provided until the household can maintain the housing—either through longer term-rental subsidies or becoming self sufficient through employment. This year, the Winter Relief Program will use this model to re-house homeless families who are on Abode Services’ Sunrise Village Shelter wait list or currently residing at Sunrise Village. Families will attain long-term housing stability through subsidy assistance and social services.

Starting November 15, 2010, Abode Services’ Housing Specialist will begin working with homeless families to locate and secure a new apartment home within 3 weeks of contact. Abode Services will enter into an agreement to provide the family housing rental assistance, for 3 months at a time, extendable up to June 30, 2011, based on the family’s need.
Once housed, a family will continue to work with the Abode Services' Service Coordinator, who will make regular visits to the family's new home to assess needs and barriers to housing retention. The Service Coordinator will be responsible for connecting the family to available community services (i.e. job training, childcare, health services, etc.).

Though the new program design will rapidly re-house 15 homeless families, some families will need interim shelter as they prepare to move into their new home. These households will be provided with motel vouchers, for approximately five nights per family, while Abode Services' staff works with them providing social services and housing placement services.

This Contract will pay a portion of the operational staffing costs of the program. In addition to the contribution from Alameda County, the Winter Relief Program's costs will be paid for through other sources, including funding from the HUD Homeless Prevention and Rapid Rehousing Program, funding from the City of Fremont, and the local faith community.

**SELECTION CRITERIA AND PROCESS:**

In 2003, CDA and the Social Services Agency began contributing to the Winter Relief program in South County, operated by Abode Services, to ensure countywide homeless winter relief services. The County's contributions were subsequently consolidated under the Community Development Agency and supported by your Board annually through General Funds included in CDA's annual budget. Abode Services is a non-profit Community Based Organization (CBO) and is therefore exempt from the SLEB requirement.

**FINANCING:**

Funds under this Contract are already in CDA's FY2010-11 budget. There is no increase in Net County Cost as a result of this action.

Very truly yours,

Chris Bazar, Director
Community Development Agency

Attachment

cc:    Susan Muranishi, County Administrator
       Patrick O'Connell, Auditor-Controller
       Richard Winnie, County Counsel
       Louie Martinez, County Administrator's Office
       Andrea Weddle, Office of the County Counsel
       U.B. Singh, CDA Finance Director
COUNTY OF ALAMEDA, STATE OF CALIFORNIA
STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November 2010, by and between the COUNTY OF ALAMEDA, State of California, hereinafter called the “County”, and Abode Services hereinafter called the “Contractor”.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, does hereby agree to furnish for and on behalf of the County the services and materials described below, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Debarment and Suspension Certification

Contractor will operate a Winter Relief Project emergency rotating shelter program for up to forty adults and children at a time in six faith community fellowship halls, with each church providing shelter for one month at a time. At an additional hospitality site, hot meals and showers are provided. A day program is provided at an additional faith community site to provide access to a free telephone. Bag lunches are provided daily (7 days per week) to residents in the program by additional faith communities. Breakfasts are provided by Abode Services daily at each sleeping site. The services to be performed the Contractor are more particularly described in Exhibit A, attached hereto and incorporated by reference.

CONTRACT PERIOD will be from November 15, 2010 through June 30, 2011.

COMPENSATION: County agrees to pay Contractor $50,128 for services performed hereunder and outlined in Exhibit B of this Agreement.

The total amount paid by County to Contractor under this agreement shall not exceed the sum of $50,128.

ADDITIONAL PROVISIONS, pages 1 through 7, attached hereto, constitute a part of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: _________________________________

President,
Board of Supervisors

SERVICES PROVIDER

By: _________________________________

Louis D. Chicone
Executive Director, Abode Services

40849 Fremont Blvd.
Address

Fremont, CA 94538
City State Zip Code

(510) 657 - 7409
Telephone Number

Date: ________________________________

Approved as to form:

Richard E. Winnie
County Counsel

By: _________________________________

Andrea Weddle
Senior Deputy County Counsel

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

1. EMPLOYER/EMPLOYEE RELATIONSHIP: No relationship of employer and employee is created by this Agreement, it being understood that CONTRACTOR shall act hereunder as an independent contractor; that CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such taxes; that CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned. Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY shall, upon two weeks notice to CONTRACTOR with hold from the payments to CONTRACTOR hereunder federal and state income taxes and pay said sums over to the federal and state governments.

2. HOLD/HARMLESS/INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, 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.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the terms of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, "Certificate of Insurance, Service Contracts," and will comply with all those requirements as stated herein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover any costs, settlements, or expenses of Workers' Compensation claims arising out of this agreement.
5. CONFORMITY WITH LAW AND SAFETY:

A. CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by CONTRACTOR must be in accordance with these laws, ordinances, codes and regulations. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

B. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, CONTRACTOR shall immediately notify the Alameda County Housing and Community Development Department (or the County Risk Manager's Office) by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's subcontractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of accident and whether any of COUNTY's equipment, tools, material, or staff were involved. CONTRACTOR further agrees that it shall take all reasonable steps to preserve all physical evidence and information which may be relevant to accidents or circumstances surrounding a potential claim, while maintaining public safety. Contractor shall provide the County the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: Payment to CONTRACTOR will be made only upon presentation of proper claim by CONTRACTOR subject to the approval of the County Department or agency for which the services have been performed.

7. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this agreement.

8. CONTRACTOR agrees that County may at its sole option withhold ten percent (10%) of the funds awarded under this agreement until such time as all goods and services are received in a manner and form acceptable to County.

9. As an independent Contractor, any and all Federal, State, and Local taxes shall be the sole responsibility of the CONTRACTOR.
10. ROYALTIES AND INVENTIONS: COUNTY shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish and use all original computer programs, writing, sound recordings, pictorial reproductions, drawings and other works of similar natures produced in the course of or under this Agreement; and CONTRACTOR shall not publish any such material without prior written consent of COUNTY.

11. CONFIDENTIALITY OF INFORMATION: Confidential information is defined as all information disclosed to CONTRACTOR which relates to the COUNTY's past, present, and future activities, as well as activities under this agreement. CONTRACTOR will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, CONTRACTOR will return to COUNTY all written or descriptive matter which contain any such confidential information.

12. CONFLICT OF INTEREST: No officer, member, or employee of COUNTY and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No CONTRACTOR nor any member of CONTRACTOR's family shall serve on a COUNTY board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises CONTRACTOR's operations, or authorizes funding to CONTRACTOR.

13. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY premises property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

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

A. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

B. CONTRACTOR shall, if requested to so do by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.
C. If requested to do so by the County, CONTRACTOR shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

D. CONTRACTOR shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.

E. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

F. CONTRACTOR shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

15. ASSIGNMENT OF CONTRACT: Nothing contained in this Agreement shall be construed to permit assignment or transfer by CONTRACTOR of any rights under this Agreement and such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by the County.

16. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. 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.

17. FEDERAL AND STATE AUDITS: Until the expiration of five years after the furnishing of any services pursuant to this Agreement, CONTRACTOR shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of CONTRACTOR that are necessary to certify the nature and extent of the reasonable cost of services to COUNTY. If CONTRACTOR enters into any Agreement with any related organization to provide services pursuant to this Agreement with a value or cost of $10,000 or more over a twelve-month period, such Agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of no force and effect when and if it is not required by law. County shall have access to CONTRACTOR's financial records for purposes of audit. Such records shall be complete and available for
audit 90 days after final payment hereunder and shall be retained and available for audit purposes for five years after final payment hereunder.

18. EMPLOYMENT ELIGIBILITY: Persons providing services under this contract will be required to provide the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the contract as required by the Immigration Reform and Control Act of 1986.

19. Time is of the essence in each and all the provisions of this agreement.

20. TERMINATION: Either party may terminate this Agreement with or without cause by providing TEN (10) days' notice, in writing, to the other party. Upon the expiration of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged herefrom. The COUNTY may terminate at any time without notice upon a material breach of the terms of this Agreement and/or in the event that the COUNTY determines that the CONTRACTOR's performance is substandard or unsatisfactory.

21. TERMINATION OF AGREEMENT FOR CAUSE: If at any time County believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant’s performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant’s performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

22. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.
Program Objective – This program is designed to rapidly re-house homeless families who are on Abode Services’ Sunrise Village shelter wait list or currently residing at Sunrise Village. Families will attain long-term housing stability through subsidy assistance and social services.

Re-housing - Starting November 15, 2010, Abode Services’ Housing Specialist will begin working with the above named homeless families to locate and secure a new apartment home within 3 weeks of contact. Abode Services will enter into an agreement to provide the family housing rental assistance for 3 months at a time, and extendable to June 30, 2011, based on the family’s need.

Housing Support - The Abode Services’ Housing Specialist will work closely with each family to identify appropriate housing that will be sustainable for them once subsidy assistance is ended. Once a family is housed, the Housing Specialist will be available to intervene if issues arise between them and their landlord. The Housing Specialist will also provide on-going training for participants that will help them become better neighbors and tenants.

Social Services - Once in housing, a family will continue to work with the Abode Services’ Service Coordinator, who will make regular visits to the family’s new home to assess needs and barriers to housing retention. The Service Coordinator will be responsible for connecting the family to available community services (i.e. job training, childcare, health services, etc.).

Motels - Though the new program will rapidly re-house 15 homeless families, some families will need interim shelter as they prepare to move into their new home. These households will be provided with motel vouchers, for approximately five nights, while Abode Services’ staff engages with them through the provision of social services and housing placement.
EXHIBIT B

ABODE SERVICES
WINTER RELIEF PROGRAM

NOVEMBER 15, 2010 THROUGH JUNE 30, 2011

Contracted Services:

1. COUNTY will pay CONTRACTOR $50,128 upon submission of a completed statement that services are performed pursuant to this Agreement. Invoices will be approved by the Community Development Agency Director or her/his designee. Payment under the terms of this Agreement shall not exceed the total amount of $50,128, for the period of the contract. Invoices may be submitted monthly or requested in one lump sum.

2. The term of this Agreement is November 15, 2010 through June 30, 2011.

3. Line Item Budget:

<table>
<thead>
<tr>
<th>Grant Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing subsidies</td>
<td>$23,099</td>
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<tr>
<td>Client gap funds</td>
<td>600</td>
</tr>
<tr>
<td>Staff mileage reimbursements</td>
<td>1,450</td>
</tr>
<tr>
<td>Staff cell phones</td>
<td>750</td>
</tr>
<tr>
<td>Office supplies</td>
<td>600</td>
</tr>
<tr>
<td>Administrative overhead</td>
<td>23,629</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$50,128</strong></td>
</tr>
</tbody>
</table>

4. Changes in amounts between line items or change in budget line items are allowed as long as the total amount of the contract remains unchanged, but must be approved by the Community Development Director or her/his designee.
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:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability - Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery</td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
</tr>
<tr>
<td><strong>B</strong> 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</td>
<td>$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</td>
</tr>
<tr>
<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL) - Required for all contractors with employees</td>
<td>WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td><strong>D</strong> Professional Liability/Errors and Omissions - Includes endorsements of contractual liability</td>
<td>$1,000,000 per occurrence $2,000,000 project aggregate</td>
</tr>
<tr>
<td><strong>E</strong> Directors and Officers Liability - Including Employment Practices Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td><strong>F</strong> Employee Dishonesty and Crime</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

**Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** General Liability, Automobile Liability, Professional Liability and Directors and Officers Liability Insurance 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. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Lots Payce (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party), or at minimum named as an “Additional Insured” on the other’s policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.

7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.

8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   - Department/Agency issuing the contract
   - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)
CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)**
10/13/2010

**PRODUCER** (408) 792-5400 FAX: (408) 792-3670
Thois Insurance Co Lic #0243213
160 West Santa Clara Street
12th Floor
San Jose CA 95113

**INSURED**
Allied Housing, Inc., Abode Services
40849 Fremont Blvd.
Fremont CA 94538

**COVERAGE**

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<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonprofits Ins Alliance of Ca</td>
<td>11045</td>
</tr>
<tr>
<td>Everest National Ins Co</td>
<td>1228</td>
</tr>
<tr>
<td>RSUI Indemnity Co</td>
<td>22314</td>
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<td>No. Amer Elite Ins. Co.</td>
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</table>

<table>
<thead>
<tr>
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<th>NAIC #</th>
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</thead>
<tbody>
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<td>6600000829101</td>
</tr>
<tr>
<td>Hired Autos</td>
<td>4/1/2010 4/1/2011</td>
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<tr>
<td>Schedul ed Autos</td>
<td>3095661</td>
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<tr>
<td>Non-Owned Autos</td>
<td>2009-03766-NPO</td>
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</table>

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

- Re: Winter Relief Program Contract Cert holder is added as additional insured as respects General Liability per form CG2026 att’d. Form CIT attached.

**CERTIFICATE HOLDER**
Alameda County
Housing & Community Development Dept.
Attn: Flora Shek
224 W. Winton Ave., #109
Hayward, CA 94544

**CERTIFICATE CANCELLATION**

**AUTHORISED REPRESENTATIVE**
Jan Galbraith/JGALBR

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INS026 (2009/01)
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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</td>
</tr>
</tbody>
</table>

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

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.
The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named subcontractor:

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

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

Exceptions will not necessarily 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: ABODE SERVICES

PRINCIPAL: LOUIS D. CHICOINE TITLE: EXECUTIVE DIRECTOR

SIGNATURE: DATE: 10/22/10