October 26, 2010

The Honorable Board of Supervisors
Alameda County Administration Building
Oakland, California 94612

Dear Board Members:

SUBJECT: AUTHORIZE EMERGENCY SHELTER GRANT FUNDS
CONTRACT NO. 5903 WITH ABODE FOR THE SUNRISE
VILLAGE SHELTER

RECOMMENDATION:

Authorize and execute contract No. 5903 with Abode Services (Principal: Louis Chicoine; Location: Fremont) to implement Emergency Shelter Grant (ESG) funds to provide shelter operation and essential services to homeless persons at the Sunrise Village Shelter for the term November 1, 2010 to December 31, 2011, in the amount of $40,834.

SUMMARY/DISCUSSION:

Alameda County, as an Urban County entitlement jurisdiction under the U.S. Department of Housing and Urban Development (HUD), received $85,967 in federal Emergency Shelter Grant (ESG) funds for FY2010. ESG funds may be used for maintenance and operating costs of emergency shelters for the homeless; provision of essential services to shelter residents; homeless prevention activities; renovation, rehabilitation, or conversion of buildings for use as emergency shelters (or transitional housing); and, program administration (not to exceed 5% of the allocation). ESG recipients are required to provide a dollar-for-dollar match for ESG funds.

Last fiscal year, the Community Development Agency’s Housing and Community Development Department (HCD) issued a Request for Proposals (RFP) for FY2009 ESG funds which included provisions for a second year of funding conditional on satisfactory performance on the first year’s contract. Requirements for proposals included meeting all ESG regulations, benefit to Urban County residents, and provision of the required matching funds. Two contracts were awarded under last year’s RFP including a contract with Abode Services for the Winter Relief Program.

The Winter Relief Program, which Abode runs, is being restructured from rotating shelters in local churches to rental assistance and services towards permanently housing the participating families. More information about that restructuring is presented in a separate Board letter on today’s agenda. Under the restructuring, the Winter Relief Program activities will no longer be eligible expenses under ESG regulation, therefore the ESG contract with Abode Services will provide operating costs and essential services to
homeless families at the Sunrise Village shelter. This will allow unrestricted funds which Abode raises to be used to augment the Winter Relief Program in place of ESG funds for that purpose. While the location of the homeless shelter services will be different this year from last year, the services are essentially the same. Abode performed satisfactorily under last year’s contract and so a second year of ESG funding is being recommended.

**SELECTION CRITERIA and PROCESS:**

A competitive Request for Proposal (RFP) Process was used for the allocation of FY09 ESG funds. The Notice of Funding Availability (NOFA) was issued on April 1, 2009 with applications due on April 27, 2009. The NOFA was sent to 98 homeless-serving nonprofit organizations in Alameda County. Two applications were received by the due date: Family Emergency Shelter Coalition (FESCO) and Abode Services. On May 7, 2009, the Urban County Technical Advisory Committee recommended funding both applications. The Housing and Community Development Advisory Committee (HCDAC) could not formally recommend this item due to the lack of quorum at its May 12, 2009, meeting. The three members present were in favor of the recommendations as presented in this Board Letter. The RFP indicated a second year of funding would be granted if the agency had satisfactory performance in the first year of the contract. On May 6, 2010, The Urban County TAC recommended awarding a second year of funding under the current RFP. On May 18, 2010 the HCDAC also recommended awarding a second year of funding under the current RFP.

*The Auditor Controller’s Office of Contract Compliance has reviewed and issued Federal Grant waiver 0622#10R for this Contract.*

**FINANCING:**

This contract is funded from a multi-year federal grant. Contract appropriations and associated encumbrances will be budgeted in respective fiscal years with offsetting revenues that will be drawn on a reimbursement basis. Funds for this contract and associated administration costs will come from ESG Grant funds which are included in CDA’s 2010/11 Budget. There is no Net County Cost as a result of this action.

Very truly yours,

Chris Bazar, Director
Community Development Agency

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

Attachments

Gr:\HCD\HOMELESS\ESG\FY10\Kmt FY10 Abode BOS Letter.Doc
CONTRACT

THIS CONTRACT made and entered into this 9th day of November, 2010 by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "County" and Abode Services, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for an Emergency Shelter Grant (ESG);

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

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

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

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

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

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 $40,834 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 November 1, 2010 and ends on September 30, 2011 or when all contract terms have been completed, whichever shall first occur.

4. Contractor shall maintain on a current basis complete records, including books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks, 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. Said instructions may include requirements as to the length of time such records are to be retained by Contractor. 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 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.

6. 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 “Indemnities”) 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 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.

7. County may make at least one program evaluation during the term of this contract not later than the ninth month of that term. 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.

8. 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.

9. 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 novation) 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.
10. 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.

11. 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.

12. 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 Contractor 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 undisbursed 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.

13. 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.

14. 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 $500 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 N - Property Management Standards.

15. 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.
16. Contractor agrees to comply with all requirements which are now, or which may hereafter be, imposed by Emergency Shelter Grant Program, as well as such requirements as may be imposed by County. 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.

17. 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 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.

18. Contractor shall submit all claims for reimbursement under the contract in a format approved by the County 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.

19. 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.

20. 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 that would be paid for equivalent goods or services on the open market form any person who is related by blood or marriage to a manager 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 of such matter.

21. 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 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 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 Veteran's 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 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. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

22. Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free work place. 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.

23. Contractor agrees to comply with the requirements of the Section 3 Plan, attached hereto as Exhibit D.

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

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

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

ABODE SERVICES

By: ____________________________
Signature

Louis Chicoine
Name of Person Authorized to Sign Contract

Executive Director
Title

40849 Fremont Blvd
Address

Fremont, CA 94838
City, State, Zip Code

(510) 657-7409 ext. 202
Telephone

94-3087060
Tax Payer Identification #

COUNTY OF ALAMEDA

By: ____________________________
Signature

President, Board of Supervisors

Attest: ____________________________
Signature

Clerk, Board of Supervisors

Date: ____________________________

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

By: ____________________________
Signature

Andrea Weddle
Senior Deputy County Counsel

6
EXHIBIT A

EMERGENCY SHELTER GRANT

ABODE SERVICES

WINTER RELIEF PROGRAM

NOVEMBER 1, 2010 THROUGH SEPTEMBER 30, 2011

SCOPE OF SERVICES

1. Projected Goals:

   Essential Services and Homeless Prevention Services - Contractor will provide comprehensive case management services to homeless families and single adults residing at Sunrise Village shelter.

   Shelter Operation and Maintenance – Contractor will provide staffing to support the 24 hour/7 days a week operations of Sunrise Village shelter, including ensuring the safety of residents and the health, maintenance, and security of the site.

2. Contractor shall use funds provided under this contract, as specified in the budget provision of this exhibit, for essential and homeless prevention services and for the operational and maintenance expenses incurred by Sunrise Village shelter. Funds shall not be spent for expenses other than those listed on the attached budget without prior written approval by County.

3. All budgeted expenditures shall be limited to eligible expenses defined by the U.S. Department of Housing and Urban Development Emergency Shelter Grant Program Regulations (24 CFR Part 576.210). Contractor is responsible for knowing and following these regulations.

4. Contractor shall provide at least $40,834 in matching funds from previously unallocated agency funds. Matching funds must be eligible under ESG regulations. Funds used to match a previous ESG grant or ESG funds from other sources may not be used.

5. Invoices can only cover costs incurred between November 1, 2010 and September 30, 2011.

6. Contractor must undertake continuous quantitative and qualitative evaluation of the Scope of Services as specified in this Agreement and shall make quarterly written reports to County.

   a. The quarterly written reports shall include, but shall not be limited to the following data elements:
1) Title of program, listing of components, description of activities/operations.

2) Goals - the projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.

3) Beneficiaries - provide the following:

   i) Total number of direct beneficiaries.

   ii) Percent of total number of direct beneficiaries who are:
       - Low and moderate income
       - Low income
       - American Indian or Alaska Native
       - Asian
       - Black or African American
       - Native Hawaiian or Other Pacific Islander
       - White
       - American Indian or Alaska Native and White
       - Asian and White
       - Black or African American and White
       - American Indian or Alaska Native and Black or African American
       - Other (individuals who are not included above)
       - Hispanic (ethnicity category that cuts across all races; if used, a race identified above must also be identified)
       - Female Headed Households

4) Other data as required by County.

Contractor shall submit quarterly reports in a format approved by the County, due on January 15, 2011, April 15, 2011, and July 15, 2011.
## Exhibit B

**Emergency Shelter Grant Budget**

**Abode Services**

**November 1, 2010 Through September 30, 2011**

<table>
<thead>
<tr>
<th>Grant Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunrise Village Homeless Shelter Operating Expenses</td>
<td>$28,000</td>
</tr>
<tr>
<td>Essential Services:</td>
<td></td>
</tr>
<tr>
<td>Emergency Services Manager .50 FTE</td>
<td>$12,834</td>
</tr>
<tr>
<td>Total</td>
<td>$40,834</td>
</tr>
</tbody>
</table>
EXHIBIT B (CONTINUED)

TERMS AND CONDITIONS FOR PAYMENT

ABODE SERVICES

1. CLIENT CONFIDENTIAL INFORMATION:

County shall be allowed to review case work history information. The purpose of the County's review is to see randomly selected client information to determine the adequacy of record keeping and quality of services performed.

2. BILINGUAL ASSISTANCE

Contractor will provide bilingual professional staff as needed to serve its clients.

3. METHOD OF PAYMENT

Invoices will only be paid for costs incurred between November 1, 2010 and June 30, 2011.

All requests for reimbursement will be in a format approved by the County and shall be submitted to the County not more than monthly with supporting documentation of actual costs incurred. Requests for reimbursement must be received within 30 days of the end of each claim month. Extensions may be granted by the Housing Director or her designee.

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.

Monthly invoices should include, by line item, documentation of the expenditure of matching funds on the Alameda County contract.

4. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS

Once the line item budget has been approved through the execution of this contract, there can be no more than four (4) requests for adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the budget period, September 30, 2011.

5. COMPLIANCE WITH FEDERAL REGULATIONS

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

A. OMB Circular A-122, Cost Principles for Non-Profit Organizations.

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

D. Section 44.6 of 24 CFR Part 44 (Non-Federal Government Audit Requirements), Common Rule of Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.
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(S)</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery</td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td><strong>B</strong> Commercial or Business Automobile Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>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>Any Auto</td>
</tr>
<tr>
<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits</td>
</tr>
<tr>
<td>Required for all contractors with employees</td>
<td>EL: $100,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td><strong>D</strong> Professional Liability/Errors and Omissions</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Includes endorsements of contractual liability</td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td><strong>E</strong> Directors and Officers Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Including Employment Practices Liability</td>
<td></td>
</tr>
<tr>
<td><strong>F</strong> Employee Dishonesty (ED) and Crime (C)</td>
<td>(ED) Minimum of 75% of the Funding</td>
</tr>
<tr>
<td>(ED) Required only if a significant amount of funding is advanced to contractor.</td>
<td>(C) Minimum daily amount kept on premises</td>
</tr>
<tr>
<td>(C) Required only if contractor keeps significant sums of money at premises</td>
<td></td>
</tr>
</tbody>
</table>

G Endorsements and Conditions:

1. **ADDITIONAL INSURED**: General Liability, Automobile 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 Loss Payee (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 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 (125 – 12th Street, 3rd Floor, Oakland, CA 94607)
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:** Thoits Insurance Co Lic #0243213
160 West Santa Clara Street
12th Floor
San Jose CA 95113

**INSURER:**
- **INSURER A:** Nonprofits Ins Alliance of Ca #11845a
  - NAIC #: 710
- **INSURER B:** Everest National Ins Co
  - NAIC #: 226
- **INSURER C:** RSUI Indemnity Co
  - NAIC #: 228
- **INSURER D:** No. Amer Elite Ins. Co.
  - NAIC #: 710

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

**COVERAGES**

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. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>11845a</td>
</tr>
<tr>
<td>B</td>
<td>226</td>
</tr>
<tr>
<td>C</td>
<td>228</td>
</tr>
<tr>
<td>D</td>
<td>710</td>
</tr>
</tbody>
</table>

**EXPIRATION**

**POLICY NUMBER LIMITS**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>EACH OCCURRENCE</th>
<th>DEDUCTIBLE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (Per person)</td>
<td>$500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Damage (Per accident)</td>
<td>$20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Only - EA Accident</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Than Auto Only - AGG</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Liability per Occurrence</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>General Liability</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXCLUSIONS ADDED BY ENDORSEMENT**

- Form CG2026 att'd. Form CIR attached.

**CERTIFICATE HOLDER CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**AUTHORIZED REPRESENTATIVE**

Jan Galbraith/JGALBR

**ACORD 25 (2009/01)**

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**INS025 (2000/00)**
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>
</table>
| 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.

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.
County of Alameda

Request for Insurance Waiver or Change

(To be completed by the Contracting Department)

Fax or QIC to: Risk Management Unit
Fax 272-6815 or 2-6815 / QIC 26505

Fax Back to:
Name: Eileen De Guzman
Dept.: HCD
Phone: 679-6436
QIC: 50708
Fax: 679-6379

Date of Request: Oct. 20, 2010
Amount of Contract: $40,834

Attn.: Contract Review: Karen Carole
(Sr. Risk & Insurance Analyst)

Fax Back to:
Name: Eileen De Guzman
Dept.: HCD
Phone: 679-6436
QIC: 50708
Fax: 679-6379

1. What do you want to waive or change (W=waive and C=change)?
   a) Coverage(s): General Liability _____ Professional Liability _____ Workers' Comp _____
      Other Required Coverages: _____
   b) Change in Limits: General Liability: From $1,000,000 to $_______ per occurrence
      Auto Liability: From $1,000,000 to $_______ per occurrence
      Professional Liability: From $1,000,000 to $_______ per claim
      Other Coverage Limits: _____
   b) Reason: _____

2. Request for Time Waiver: Coverage(s) _____ # of days requested: _____ (This allows Contractor time to bind the insurance before the contract term begins)

3. For Workers' Compensation Waiver, please have Contractor sign this declaration:

   Declaration:

   With respect to the above-mentioned business, I hereby warrant that the business has no employee other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law.

   I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Alameda harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Alameda waive its requirement for evidence of Workers' Compensation Insurance in connection with the above-referenced work.

   Signature: ________________
   Owner, Officer, Director, Partnership or Other Principal
   ________________________________
   Date

   ________________________________
   PriVType Name
   Title

4. Please attach a copy of the Scope of Services -

   Exhibit A attached

   This Section to be completed by Risk Management

   Identify Risk to County: Waiver: Granted  Denied  Change: Granted  Denied  

   Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the Risk Management Unit for more information.

   Authorized Signature: ________________
   Date: 10/21/10

Rev: 01/2008
EXHIBIT D

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

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

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 preferences, 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: Abode Services

Services to be Provided: Winter Shelter Operations/Maintenance and Essential Services

Contract Amount: $40,834

☐ 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.

CONTRACTOR agrees to undertake a good faith effort to comply with all of the provisions of Section 3 of the Housing and Urban Development Act of 1968.

Abode Services
Contractor

[Signature]

10-22-10
Louis Chicoine, Executive Director

Date

EXHIBIT E

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

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

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

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

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

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

CONTRACTOR: ABODE SERVICE
PRINCIPAL: Louis Chicoine  
TITLE: Executive Director  
SIGNATURE: [Signature]  
DATE: 10-22-10