



Chris Bazar
Agency Director

Agenda Item _____ January 15, 2019

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Hayward, California
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December 31, 2018

Honorable Board of Supervisors
Administration Building
Oakland, California 94612

Dear Board Members:

SUBJECT: APPROVE REENTRY CONTRACT FOR THE PROVISION OF TEMPORARY SHELTER HOUSING AND SERVICES AT THE HOLLAND PROJECT

RECOMMENDATIONS:

- A. Approve Procurement Contract No. 17718 with Bay Area Community Services (BACS) (Principal: Jamie Almanza, Location: Oakland) for the provision of 10 dedicated reentry beds within the Holland housing project for the period of 1/1/2019 through 12/31/2020, in the amount of \$511,000; and
- B. Adopt a Resolution to waive the County’s competitive procurement processes for BACS with respect to this contract; and
- C. Authorize the Auditor-Controller to make the related budget adjustments.

SUMMARY/DISCUSSION:

As of the January 2017 Point-in-Time (PIT) Count, the number of homeless individuals in Alameda County was 5,629, with 3,863 (69%) of them being unsheltered. The 2017 PIT count reflects a nearly 40% increase in the number of individuals experiencing homelessness in the County from the previous PIT Count in 2015. The lack of affordable housing compounded by the shift in federal funding away from temporary housing (emergency shelter and transitional housing) are two likely drivers in the increase in homelessness in Alameda County and the greater Bay Area region. California Government Code Section 8698, et seq., allows a governing body to declare a shelter crisis upon a finding that a significant number of persons with the jurisdiction within the governing body are without the ability to obtain shelter, and that the situation has resulted in a threat to the health and safety of those persons. Your Board adopted a Resolution and declared a shelter crisis in Alameda County on July 10, 2018, Item No. 29.

The Alameda County Community Corrections Partnership (CCP) recognizes that homelessness and unstable housing is a real concern for many people returning to the County under realignment. It is difficult for people to maintain a job or utilize services regularly if they do not have a stable place to live. Housing has been identified as a

primary need in each of the CCP Annual Plans for AB109 Programs. The Realignment Housing Program (RHP) is designed to meet this identified need for the realigned population, through active partnerships with County and local government entities and community-based organizations.

The RHP program has been administered by the Community Development Agency's (CDA) Housing and Community Development Department (HCD) since July, 2015, under a Memorandum of Understanding (MOU) and in partnership with the Probation Department. The current MOU is in-development.

Bay Area Community Services (BACS) has provided short-term housing and related services for those experiencing homelessness at the Henry Robinson (Housing Fast Support Network) for several years. A second site location (The Holland), has recently completed renovations and is operationally ready to provide 10 set aside beds of much-needed homeless reentry interim housing. Renovations were completed at the Holland through funding provided by the city of Oakland's Measure KK (passed November 2016). The City of Oakland currently contracts with BACS for provision of services at both the Henry Robinson, and The Holland; both sites will operate through the City's successful demonstration of short-term temporary housing towards exiting to long-term permanent housing. The per-bed nightly rate of \$70 is comparable to the current costs paid by the Department of Probation, and the State of California's Department of Corrections and Rehabilitation (CDCR) current rate for similar programs.

SELECTION CRITERIA:

Your Board's approval to waive the County's competitive procurement process is requested based upon the immediate need to provide interim housing to the homeless reentry population and the fact that the Holland site has vacant units, appropriate and available to provide these services. The General Services Agency (GSA) supports this request for waiver of the competitive procurement process. Due to the urgency of this need and the limited options available, a competitive bidding process would hinder this critical need.

BACS is a nonprofit Community Based Organization (CBO) and is a certified Small, Local, and Emerging Business (SLEB) (Certification No. 14-00052; Expiring March 31, 2020).

FINANCING:

Funding for this contract in the amount of \$511,000 will come from the AB109 FY2018/19 Housing Allocations, which is concurrently recommended for your Board's approval on today's agenda. Per the attached financial recommendation, additional appropriation (\$127,750) is requested in CDA's FY2018-19 Budget and the remaining funding (\$383,250) will be requested in subsequent budget years. Any remaining funds as of June 30, 2019 will be carried over into the subsequent fiscal year to prevent disruptions in service and continue supporting the number of clients called for in said contract. There is no increase in Net County Cost as a result of this action.

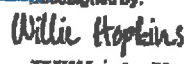
Vision 2026 Goal:

The approval of the Holland project reentry beds meets the 10X goal pathways to **Eliminate Homelessness, Eliminate Poverty and Hunger, and Crime Free Country** in support of our shared visions to **Thriving and Resilient Populations, Reentry Support, and Safe and Livable Communities.**

Very truly yours,


Chris Bazar, Director
Community Development Agency


Wendy Still, MAS
Chief Probation Officer
Probation Department

Designated by:

Willie Hopkins, Jr.
Director, General Services
Agency

cc: Susan Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Steve Manning, Auditor-Controller
Melanie Atendido, County Administrator's Office
Heather Littlejohn, County Counsel
Sandra Rivera, Community Development Agency

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2019, is by and between the County of Alameda, hereinafter referred to as the “County”, and Bay Area Community Services, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Realignment Housing Program services which are more fully described in Exhibit A hereto (“RHP Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide RHP Services, and Contractor accepts such engagement, 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
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from January 1, 2019 through December 31, 2020.

The compensation payable to Contractor hereunder shall not exceed *Five hundred eleven thousand dollar and zero cent (\$511,000.00)* for the term 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

BAY AREA COMMUNITY SERVICES, INC.

By: _____
Signature

DocuSigned by:
By: Jaimie Almanza
2CFE83C6436342A... Signature

Name: _____
(Printed)

Name: Jamie Almanza

Title: President of the Board of Supervisors

Title: Executive Director

Date: 1/2/2019

Address: 629 Oakland Avenue,
Oakland, CA 94611

Tax ID No.: 94-1708069

Approved as to Form:
Donna R. Ziegler

DocuSigned by:
By: Heather Littlejohn
Heather Littlejohn
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

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, 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.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

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 insure 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 County 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 may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's 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 County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, 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, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda 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 sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Housing and Community Development Department
224 W. Winton Ave., Room 108
Hayward, CA 94544
Attn: Housing Director

To Contractor: BAY AREA COMMUNITY SERVICES, INC.
629 Oakland Avenue,
Oakland, CA 94611
Attn: Executive Director

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **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 Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, 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 Agreement, 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 Agreement 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.

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 § 812, including, but not limited to, 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. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)

years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its RHP Services shall not exceed \$511,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement is not eligible for extension for an extension.
36. SIGNATORY: By signing this agreement, 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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

Contractor shall provide short-term residential housing and support services at The Holland (an approximately 90-bed, three story renovated hotel building providing transitional housing), located at 641 West Grand Avenue in Oakland, for supervised probation clients referred by Alameda County Probation Department (ACPD), who are homeless, as defined by the Department of Housing and Urban Development (HUD). Contractor shall provide residential housing and support services for up to 10 clients at a time under this contract. Contractor will perform the following support services: case management and support with locating permanent housing.

1. Program Information, Goals and Target Population

- A. The program provides temporary housing and services to participants who are referred by ACPD;
- B. Upon referral by ACPD, housing and support services shall be provided at the Holland, located at 641 West Grand Avenue, Oakland, Ca 94612;
- C. The primary goal for participants is that upon program completion, participants will establish themselves in the community and transition into permanent, stable housing.

2. Program Objectives

- A. Contractor shall provide 10-beds in a residential facility for individuals referred from ACPD;
- B. Contractor shall ensure at least 1 staff is onsite at all times;
- C. Contractor shall provide the following support services:
 - i. Case management: contractor shall develop individualized service plans with each participant identifying participant needs, how they will be met and connect the participant to other services as appropriate.
 - ii. Permanent housing assistance: once participant resides at the Holland, contractor shall prepare participant for their housing search by providing individual housing counseling, housing search assistance and housing referral.
- D. Length of stay for each participant shall be targeted at six months, with a maximum length of stay for 12 months (participants are limited to a stay of one month, post Probation termination date).

- E. Contractor shall work in coordination with other contractors funded by the County for re-entry housing services such as Rapid Rehousing services, for participants at or exiting from the Holland, as needed.

5. Performance Measures

A. Housing Stability

- i. At least 40% of participants will obtain permanent housing upon program completion.
- ii. At least 70% of participants will obtain permanent or temporary housing upon program completion.

6. Reporting Requirements

- A. Reporting Requirements: Contractor shall enter data regarding clients-served within the Homeless Management Information System (HMIS) and Probation's Portal (Caseload Pro). Data in Caseload Pro shall include the following information: name of the client, probation PFN number, date of birth, client descriptive information (referral source, gender, ethnicity, etc.), and total clients served for the month, cumulative unduplicated total clients.
- B. Contractor shall confirm data quality on a monthly basis by the 10th day of each month for the previous month.
- C. Contractor will input, maintain and report data in an electronic format and agree to additional requirements, as determined by HCD.
- D. Contractor shall obtain releases from clients to collect client-level data and provide data to HCD and ACPD, including identifying information. If Contractor cannot obtain a release from any client as that individual refuses to sign a release, Contractor shall report the refusal to HCD and ACPD. For any individual who refuses to sign a release to collect and release identifying information, Contractor shall report the same information, including the Service Information, in a format that does not use the individual's name. The refusal of an individual to sign consent for release of information shall not interfere with the provision of services by Contractor or the payment to Contractor for services provided. Contractor shall maintain thorough records of all referred clients, including, intake forms, release forms, consent forms, and contact dates.

7. Monitoring and Record Keeping Requirements

- A. Monitoring requirements: HCD may, upon reasonable notice, monitor and conduct an evaluation of operations, which may include a site visit, a review of financials, records, as well as program and other materials connected with the activities financed by this contract.

- B. Records retention: all records shall be preserved for a minimum of five (5) years after the end of the term of the Contract.

8. Entirety of Agreement

- A. Contractor shall abide by all provisions of the Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.
- B. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT B

PAYMENT TERMS

1. County will pay Contractor, not more frequently than monthly, upon receipt of invoice with acceptable back-up documentation, including monthly reports with information as required by County and outlined in Exhibit A of this Agreement. Invoices should be submitted by the 10th of each month, but no later than 30 days after the end of the month being invoiced for, unless an extension is approved by the Housing Director.
2. Contractor will provide invoices in a format approved by the County.
3. Invoices will be submitted for approval by the County Housing Director, or her designee.
4. The approved budget for Contractor is as follows:

Budget Line Item	Budget Amount Year 1	Year 2
	10 beds reserved solely for clients of ACPD Reentry at \$21,291.66, per month	10 beds reserved solely for clients of ACPD Reentry at \$21,291.66, per month
Total Annual Project Budget	\$255,500	\$255,500

Total payment under the terms of this Agreement will not exceed the total amount of \$511,000.00.

5. The above budget may be revised, not to exceed the total amount of Agreement, with prior written approval of County Housing Director.
6. Invoices will not be processed without the accompanying complete and accurate monthly client reports that have been approved by the Housing Director or designee.
7. Contractor shall perform in accordance with the following schedule, unless revisions are approved in advance by County:
 - a. Begin full scope of Services: January 1, 2019
 - b. Submission of monthly reports: By 10th of each month
 - c. Submission of monthly invoices: No later than 30 days after month being invoiced for
 - d. Submission of Annual Reports: January 31, 2019, January 31, 2020

EXHIBIT B-1
Additional Terms and Conditions of Payment

The parties of this Agreement recognize that there are funding uncertainties at both the Federal and State levels which may impact the County's dollar allocations for contracted services. Without prejudice to the other provisions of the contract, it is mutually understood that the total dollar amount of this Agreement may be reduced and or adjusted during the term of the Agreement in response to County, Federal and or State funding reductions. Should such a reduction or adjustment be required, County shall provide Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence

G	<p><u>Endorsements and Conditions:</u></p> <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, Professional Liability and Directors and Officers 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.
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EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed 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.**

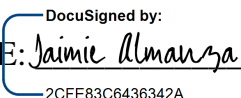
If there are any exceptions to this certification, insert the exceptions in the following space.

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: Bay Area Community Services (BACS)

PRINCIPAL: Jamie Almanza **TITLE:** Executive Director

SIGNATURE:  **DATE:** 1/2/2019

DocuSigned by:
2CFE83C6436342A...

FINANCIAL RECOMMENDATION

AGENDA DATE: 01/15/2018

Subject of Board Letter:

Approve Reentry Contract For The Provision of Temporary
Shelter Housing And Services At The Holland

BY: 2019

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
260600	660011			\$127,750
ORG TOTAL				\$127,750

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$127,750

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
260000	610000	00000		\$127,750
ORG TOTAL				\$127,750

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$127,750

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PROCUREMENT
PROCESS FOR COMPETITIVE BIDDING FOR PROVISION OF
REENTRY BEDS AND TEMPORARY SHELTER FOR HOMELESS INDIVIDUALS
FOR THE COUNTY OF ALAMEDA ("COUNTY")**

RESOLUTION NUMBER R-2018_____

WHEREAS, Bay Area Community Services (BACS) is an Alameda County-based tax-exempt nonprofit corporation working to provide temporary housing and supportive services for the reentry and homeless populations to create communities in which individuals can flourish and thrive; and

WHEREAS, in 1953 Bay Area Community Services, formed by a group of community members proving mental health and housing supports to the community; and

WHEREAS, Bay Area Community Services has a proven track record of providing temporary housing and shelter, including case management, and mental health counseling provided by a team of highly skilled professionals; and

WHEREAS, the City of Oakland has selected and is contracting with Bay Area Community Services to provide oversight and supportive services at The Holland at 641 Grand Avenue, Oakland, CA 94610 to help alleviate the homelessness crisis and support those reentering the community, following involvement in the justice system; and

WHEREAS, the Housing and Community Development Department (HCD) has recommended that the County contract with Bay Area Community Services, which is already performing the services described above, in order to leverage existing relationships, efficiently disburse public funds, and streamline support to the homeless and reentry populations; and

WHEREAS, the County wishes to acquire the services of Bay Area Community Services and secure much-needed beds for re-entry clients at the Holland, which will provide 10 set-aside beds of temporary supportive housing and care to people re-entering the County from the criminal justice system who are experiencing homelessness; and

WHEREAS, due to the immediacy of need for transitional housing, there is insufficient time to complete a procurement process; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010 and 4.12.070 require the solicitation of bids for contracts that are more than \$100,000 except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined the public interest would not be served by complying with the bid solicitation process due to an immediate need for housing for the homeless and reentry population; and

WHEREAS, the Board has determined that Bay Area Community Services has the necessary professional qualifications and has demonstrated competence in providing services regarding homelessness, housing, and healthcare; and

WHEREAS, Bay Area Community Services has expertise and is uniquely qualified within the community to serve the targeted reentry population who have an immediate and significant housing need, and the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation; and

WHEREAS, homelessness is a crisis in Alameda County and those reentering the community from jails and prisons are overrepresented in needing housing and stabilization services to become active and engaged members of the community; and

WHEREAS, rising housing costs in the County create barriers to obtaining affordable housing near the support systems and community for the reentry population; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of Bay Area Community Services' services to provide supportive housing for 10 set-aside beds at the Holland.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on _____, 2019 by the following called vote:


AYES:
NOES:
EXCUSED:

Wilma Chan
President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

By: _____

By:  _____
Heather Littlejohn
County Counsel