



# ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Agenda Item \_\_\_\_\_ March 26, 2019

Chris Bazar  
Agency Director

March 12, 2019

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Honorable Board of Supervisors  
Administration Building  
Oakland, California 94612

Dear Board Members:

**SUBJECT: APPROVE PROCUREMENT CONTRACT NO. 16972 WITH EVERETT AND EAGLE L.P. FOR MEASURE A1 RENTAL HOUSING DEVELOPMENT BOND FUNDS FOR THE EVERETT AND EAGLE FAMILY HOUSING AFFORDABLE HOUSING PROJECT**

**RECOMMENDATIONS:**

Approve Procurement Contract No. 16972 with Everett and Eagle L.P. (Principal: Vanessa Cooper; Location: Alameda), a tax credit partnership created by the local nonprofit Island City Development to develop Everett and Eagle Family Housing, an affordable housing project located in the City of Alameda, with Measure A1 Bond funds from the Alameda Base City Rental Housing Allocation, for the term 3/26/19 through 12/31/22 in the amount of \$1,000,000.

**DISCUSSION/SUMMARY:**

On March 7, 2017 (Item No. 17) your Board adopted Resolution 2017-65 which authorized a loan in the amount of \$1,000,000 to the Everett and Eagle Family Housing project which is being developed by Island City Development. These funds came from the Measure A1 Rental Housing Development Program, Base City Allocation of the City of Alameda where the project is located. This contract memorializes the contractual obligation associated with this funding and provides the internal County mechanism to allow funding of the project.

The Everett and Eagle Family Housing project is a new construction permanent affordable rental housing project on 0.83 acres in the City of Alameda. The 20-unit family development will serve 19 households with incomes at or below 60% of the Area Median Income. This total includes four units for households at or below 30% AMI, eleven units for households at or below 50% AMI, and four units for households at or below 60% AMI. There is also one manager's unit.

The City of Alameda is providing \$3,050,000 in city funding as match for the Measure A1 funds. In addition to the city match and the Measure A1 funds, the project leveraged \$8,361,141 in funding from Low Income Housing Tax Credits. The project also has 12 committed project-based Section 8 vouchers.

**SELECTION CRITERIA AND PROCESS:**

*Per the Implementation Policies adopted by your Board on November 7, 2017 (Item 14.2), cities use their own selection processes to choose projects to submit for Base City Allocation funding. CDA/HCD's role at this stage is to ensure that the projects and the totality of each city's Base Allocation meet Measure A1 requirements.*

*The contract before your Board today is a construction contract and is not subject to the Small, Local and Emerging Business (SLEB) requirements, however SLEB waiver #5765 (expiration 12/31/2022) has been granted for this contract. Your Board required Prevailing Wage requirements for all Measure A1-funded projects when it placed the Affordable Housing General Obligation Bond on the ballot in June 2016. Those requirements were in place when your Board made funding commitments to Everett and Eagle Family Housing in the spring of 2017. HCD is monitoring this project, in construction now, for prevailing wages.*

*Subsequently, your Board authorized additional Wage, Workforce and Contracting policies for Measure A1 on November 7, 2017 (Item 14.2). The Policy adopted by your Board stated that projects that received early commitments of Measure A1 Base City Allocation financing in spring 2017, including Everett and Eagle Family Housing, were not subject to new or conflicting provisions in the policies.*

*The additional requirements will apply to those Measure A1 projects with funding commitments after November 7, 2017. Wage, Workforce and Contracting Policies for Measure A1-financed Rental Development Affordable Housing Projects are: 1) payment of State prevailing wages; 2) 30% Local Hire and 5% Disadvantaged Hire as a percentage of all construction hours worked on the Project; 3) 25% Local Business contracting and 20% Small Local Business Contracting as a percentage of the Measure A1 contract award from HCD; and 4) reporting on federal Housing and Urban Development (HUD) Section 3 and HUD MBE/WBE (Minority-Owned and Woman-Owned Businesses). Additionally, projects with 80 or more units must have a Project Labor Agreement, which the County will not be party to. This project contains less than 80 units and therefore is not subject to this PLA requirement.*

**FINANCING:**

Department ID 260351 was created for the Measure A1 Rental Housing Development Program. The funding for this contract (\$1,000,000) was included in the first issuance of Measure A1 Bonds. The Rental Housing Development Program has a projected total allocation of \$425 million from the \$580 million Bond.

There is no increase in Net County Cost as a result of this action.

**VISION 2026 GOAL:**

The approval of this procurement contract with Everett and Eagle L.P. for the Everett and Eagle Family Housing affordable housing project meets the 10x goal pathway of **Eliminate Homelessness** in support of our shared vision of **Safe and Livable Communities**.

Very truly yours,



Chris Bazar, Director  
Community Development Agency

cc: Susan Muranishi, County Administrator  
Melissa Wilk, Auditor-Controller  
Donna Ziegler, County Counsel  
Pete Coletto, County Administrator's Office  
Heather Littlejohn, Office of the County Counsel  
Sandra Rivera, Community Development Agency

**CONTRACT FOR THE USE OF MEASURE A1 AFFORDABLE  
HOUSING BOND FUNDS BETWEEN  
EVERETT AND EAGLE L.P. AND THE COUNTY OF ALAMEDA**

THIS Contract is made and entered into this 26th day of March 2019 by and between the COUNTY of ALAMEDA, referred to as "COUNTY" and EVERETT AND EAGLE L.P., referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR regarding the development of affordable housing in Alameda County, as set forth in more detail in Exhibit A, attached hereto; and

WHEREAS, on November 8, 2016, the voters in Alameda County passed the Measure A1 Affordable Housing Bond (the "Ballot Measure"), which provides for the issuance of bonds for affordable housing programs countywide (the "A1 Bonds"); and

WHEREAS, consistent with Article 13A, Section 1 of the California Constitution, proceeds from the A1 Bonds ("A1 Bond Funds") may only be used for the acquisition or improvement of real property; and

WHEREAS the COUNTY's Housing and Community Development Department ("HCD") is implementing the Rental Housing Programs of the A1 Bonds and on November 7, 2017, the COUNTY Board of Supervisors adopted Implementation Policies to govern the Rental Housing Programs of the A1 Bonds (the "Implementation Policies"); and

WHEREAS, consistent with the terms of the Ballot Measure and the Implementation Policies, the A1 Bond Funds may only be used to provide affordable local housing and to prevent displacement of vulnerable populations; and

WHEREAS, CONTRACTOR desires to construct an affordable housing development, including **twenty (20) units of housing (including one (1) manager's unit)**, affordable for rental to extremely low, very low, and low income households, on certain real property located at 2437 Eagle Avenue in the City of Alameda, County of Alameda (the "Project"); and

WHEREAS, on March 7, 2017, by Resolution Number 2017-65, COUNTY approved an allocation of A1 Bond Funds to provide financing for the Project in an amount of up to **One Million Dollars (\$1,000,000)** to further the purposes of the A1 Bonds (the "A1 Bond Loan"); and

WHEREAS, pursuant to Resolution 2017-71, adopted by the COUNTY on March 7, 2017, the COUNTY authorized the reimbursement of certain eligible costs with the A1 Bond Funds; and

WHEREAS, COUNTY and CONTRACTOR have entered or will enter into Loan Documents (defined in Exhibit A below) governing the use of the A1 Bond Loan proceeds for the Project; and

WHEREAS, CONTRACTOR is willing and able to develop the Project which has been determined by the COUNTY to be necessary or appropriate for the welfare of residents of the COUNTY; and

WHEREAS, COUNTY desires that CONTRACTOR develop the Project, and CONTRACTOR agrees to develop the Project, as more particularly set forth below:

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

1. Attached as Exhibit A, and by this reference made a part of this Contract, is a description of the Project, and CONTRACTOR agrees to develop the Project in compliance with all provisions set forth in Exhibit A.
2. COUNTY has allocated a total of up to One Million Dollars (\$1,000,000) of A1 Bond Funds to be expended under this Contract. Terms and conditions for payment and disbursement are attached in Exhibit B, by this reference made a part of this Contract, and CONTRACTOR agrees to seek payment and disbursement in compliance with all provisions set forth in Exhibit B.
3. The term of this Contract begins on March 26, 2019 and ends on December 31, 2022 or when all Contract terms have been completed, whichever occurs first. CONTRACTOR shall meet the timelines for the specific tasks designated in Section 5 of Exhibit A, provided that the Housing Director or her designee shall have the authority to amend such timelines as may be reasonably necessary, without further action or authority by the legislative body of the COUNTY.
4. CONTRACTOR shall maintain on a current basis full, complete and appropriate books, records and accounts relating to the Project, including all such books, records, invoices, receipts, and accounts necessary or prudent to evidence and substantiate in full detail CONTRACTOR's use of the A1 Bond Loan funds and CONTRACTOR's compliance with the terms, provisions, covenants and conditions of this Contract, to assure proper accounting of funds and performance of this Contract in accordance with instructions provided and to be provided by COUNTY. CONTRACTOR shall comply with all such instructions.
5. **HOLD HARMLESS/INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its Board of Supervisors, officers, employees and agents (collectively "Indemnitees") from and against

any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof which arise out of or are in any way connected with this Contract and the acts and omissions of CONTRACTOR and any subcontractors and persons either directly or indirectly employed by them (collectively "Liabilities"), except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee. The provisions of this section survive the termination of this Contract and are not limited by the provisions relating to insurance set forth in this Contract.

6. COUNTY, with prior written notice of 14 calendar days to CONTRACTOR, may at any time during the term of this Contract conduct an evaluation of the CONTRACTOR's performance with respect to this Contract. CONTRACTOR shall maintain and retain records with respect to such evaluations, and shall cooperate with COUNTY in making these or any other evaluation reports; CONTRACTOR shall permit access by COUNTY to the site of the Project, shall furnish all information requested by COUNTY, and shall afford COUNTY access to all such records of CONTRACTOR.
7. 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 may transfer its interest in this Contract (whether by assignment or novation) only with 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.
8. 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 undertakes the development of the Project as required 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 related to the development of the Project.
9. CONTRACTOR agrees to maintain the confidentiality of any information which may be obtained in the course of the development of the Project. COUNTY shall respect the confidentiality of information furnished by CONTRACTOR to COUNTY, consistent with the California Public Records Act and other applicable law.
10. 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.

11. CONTRACTOR agrees to comply with all requirements which are now, or which may hereafter be, imposed by the COUNTY that are consistent with this Contract and applicable laws and regulations. CONTRACTOR agrees that it will not use funds received pursuant to this Contract, 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.
12. CONTRACTOR agrees that it will comply with the (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) the United States Fair Housing Act, as amended, (iv) the Americans With Disabilities Act of 1990, and (v) Title VII of the Civil Rights Act of 1964 as amended, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, ancestry, national origin, age, religion, Vietnam era veteran's status, political affiliation, marital status, family status, source of income, HIV/AIDS, or any other arbitrary basis be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by COUNTY pursuant to this Contract.
13. CONTRACTOR shall not, during the term of this Contract, without obtaining the prior 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).
14. COUNTY and CONTRACTOR agree to abide by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards stated in 2 Code of Federal Regulations (CFR) Part 200.
15. In conjunction with performance of this Contract, CONTRACTOR has been made cognizant of and will comply with, all applicable affirmative action, Equal Employment Opportunity Practices Provisions and equal opportunity guidelines and requirements of the federal, state or local government. CONTRACTOR shall also document, as applicable to demonstrate compliance with the targeting requirements for the AI Bond Loan, which households fall under any of the following categories: homeless household; chronically homeless household; homeless household where the head of household or member is a person with disabilities; senior household; veteran household; household where the head or a member is a person with disabilities, including physical and developmental disabilities

and mental illness; household where the head of household or a member is re-entering the housing market from jail or another institutional setting; and household where the head of household is a transition-age youth aging out of foster care.

16. 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 COUNTY-funded work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at the site of the Project, the CONTRACTOR within five days thereafter shall notify the Housing Director. Violation of this provision shall constitute a material breach of this Contract.
17. Time is of the essence in each and all provisions of this Contract.
18. CONTRACTOR shall maintain, at all times during the term of this Contract, the insurance and bonding documentation described in the Loan Documents (defined below) and Exhibit C to this Contract, which by this reference is made a part of this CONTRACT, and shall comply with all other requirements set forth in that Exhibit. CONTRACTOR shall also secure (through fencing, secure doors, security services or otherwise) the site of the Project at all times during the term of this Contract including but not limited to during construction of the Project.
19. CONTRACTOR agrees to maintain the property in good condition and repair, free of debris and waste.
20. 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 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 undistributed by COUNTY to CONTRACTOR pursuant to this or any other contract between the COUNTY and CONTRACTOR. Anything in this Contract to the contrary notwithstanding, until the Loan Documents are executed by both the COUNTY and CONTRACTOR, COUNTY or CONTRACTOR shall have the right to terminate this Contract with or without cause at any time upon giving at least 30 calendar days' written notice prior to the effective date of such termination. This condition for termination of this Contract may be modified by mutual consent of both parties.

21. CONTRACTOR shall comply with the prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 CFR Part 24. If CONTRACTOR has entered into Loan Documents prior to the execution of this Contract, CONTRACTOR has executed the Debarment Certification attached as Exhibit E, which by this reference is made a part of this Contract. If CONTRACTOR has not previously executed the Debarment Certification, CONTRACTOR shall do so as a condition of this Contract.
22. COUNTY has implemented a First Source Hiring Program for COUNTY funded contracts over \$100,000. CONTRACTOR shall identify for the COUNTY the number of new positions if any, resulting from the procurement of this Contract by the CONTRACTOR needed to fulfill this Scope of Work by CONTRACTOR or its general partner (to the extent such entities have employees), in accordance with Exhibit F, which by this reference is made a part of this Contract. In addition, as applicable, the CONTRACTOR shall post any new or vacant position to be filled by CONTRACTOR during the term of this Contract to the COUNTY identified "First Source" system ten (10) working days before advertising to the general public. The goal of this provision is to hire local lower income individuals who are seeking positions with contractors receiving COUNTY funding. Details of this provision are outlined in Exhibit F. If CONTRACTOR has entered into Loan Documents prior to the execution of this Contract CONTRACTOR has executed the First Source Hiring Certification attached as Exhibit F. If CONTRACTOR has not previously executed the First Source Hiring Form, CONTRACTOR shall do so as a condition of this Contract.
23. This Contract can be amended only by written agreement of the parties hereto.
24. CONTRACTOR agrees to execute and abide by the terms and provisions of Exhibit F if the A1 Bond Loan amount identified under this Contract exceeds \$100,000.
25. The obligations of this Contract, which by their nature would continue beyond the termination on expiration of the Contract, including without limitation, the obligations regarding indemnification (Paragraph 5), responsibility for subcontractors (Paragraph 7) , non-discrimination (Section 12), reporting (Exhibit A, Paragraph 6.K.) shall survive termination or expiration. Sections 6 and 15 shall survive until such time as the A1 Bond Loan is repaid in full and the related regulatory agreement term has expired.

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

COUNTY:

CONTRACTOR:

COUNTY OF ALAMEDA, a political subdivision of the State of California

EVERETT AND EAGLE L.P., a California limited partnership

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

By: 2437 Eagle Avenue, LLC,  
a California limited liability company, its managing general partner

DATE: \_\_\_\_\_

By: Island City Development,  
a California nonprofit public benefit corporation, its Manager and Sole Member

Approved as to form:

Donna R. Ziegler, County Counsel

DocuSigned by:  
By: Heather Littlejohn

Name: Heather Littlejohn  
Title: Deputy County Counsel

DocuSigned by:  
By: Vanessa Cooper

Name: Vanessa Cooper  
Title: President

DATE: 3/11/2019

DATE: 3/11/2019

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

EXHIBIT A  
ALAMEDA COUNTY WORK PROGRAM  
BETWEEN  
ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT  
AND  
EVERETT AND EAGLE L.P.

1. CONTRACTOR shall use the A1 Bond Loan funds provided in this Contract to develop the Everett and Eagle Project, located at 2437 Eagle Avenue in the City of Alameda. The A1 Bond Funds may only be used for the acquisition or improvement of real property to be used for affordable housing consistent with the Ballot Measure. The Project will be a 20-unit new construction development consisting of 19 rental units for households earning between 30% and 60% Area Median Income (AMI) and 1 manager's unit. Based on the funding provided by COUNTY pursuant to this Contract as allocated to the total Project budget, CONTRACTOR shall ensure that 8 of these units will be restricted at the following income levels: **4 at 30% AMI, and 4 at 40% AMI.**
2. CONTRACTOR shall have primary responsibility for carrying out all phases of the Project, including but not limited to, securing additional financing; obtaining land use entitlements and planning approvals; construction; tenant relocation; formulating a services plan appropriate for the disability of the residents; leasing and asset management for the term of the Project regulatory agreement. All substantive actions related to the development of the Project that may materially affect CONTRACTOR's ability to comply with this Contract or the Loan Documents, shall be reviewed and approved by the Alameda County Housing and Community Development Department's Housing Director or his or her designee prior to commencement.
3. CONTRACTOR must have its own insurance, including but not limited to general liability, auto, workers' compensation and property insurance. CONTRACTOR shall ensure that the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers are named as additional insureds in the General Liability and Automobile Liability Policies, as further set forth in Exhibit C, prior to the disbursement of any COUNTY funds under this Contract or the Loan Documents. Ongoing insurance requirements after construction completion are or will be outlined in the Loan Documents.
4. CONTRACTOR shall enter into and be bound by a Promissory Note, Regulatory Agreement, Deed of Trust, and Loan Agreement, collectively referred to as "Loan Documents". CONTRACTOR shall record against the property the Deed of Trust and Regulatory Agreement which shall specify affordability and occupancy levels, term of affordability, maintenance and management standards, and other related requirements as part of the overall agreement between the parties for funding. In the event of a conflict between this Contract and the Loan Documents, the Loan Documents shall prevail.
5. CONTRACTOR shall meet specific time lines for the following tasks:

- |    |  |               |
|----|--|---------------|
| A. | Begin Construction                           | July 7, 2017  |
| B. | Construction Completion                      | April 1, 2019 |
| C. | Occupancy & Certification                    | July 1, 2019  |
| D. | Close-Out Report (see Exhibit B for details) | April 1, 2022 |

6. CONTRACTOR shall comply with the following additional requirements, as applicable:

- A. **Environmental Review:** CONTRACTOR must comply with all requirements under the National Environmental Policy Act (NEPA) (if applicable due to project financing that includes Federal funds), and California Environmental Quality Act (CEQA). The expenditure of funds is contingent upon receiving any required environmental clearance from appropriate government agencies.
- B. **Relocation:** All Contracts funded with Federal and State funding must comply with the applicable Federal Uniform Relocation and the State Relocation requirements.
- C. **Davis-Bacon:** CONTRACTOR is responsible for Davis Bacon wage requirements as detailed in the Loan Documents evidencing the A1 Bond Loan, if applicable.
- D. **Prevailing Wage:** To the extent applicable, and/or if CONTRACTOR is not subject to Davis Bacon wage requirements, CONTRACTOR shall pay State prevailing wages, CONTRACTOR shall utilize a third-party monitor to monitor compliance and submit quarterly reports to the County documenting compliance with payment of State prevailing wages.
- E. **Competitive Bidding:** COUNTY requires and the CONTRACTOR shall implement competitive bidding of all construction and professional services contracts arising from the use of COUNTY funds to the extent that such services contracts are entered into on or after the date of this Contract.
- F. **Construction Contract:** For record keeping purposes, the following items are required to be maintained by CONTRACTOR and submitted to COUNTY upon request, to the extent such documents are applicable to the Project:
  - a. Inspection Reports for Rehab Projects
  - b. Final Work Write Up – Cost Estimation
  - c. General Contractor Bid Documents
  - d. Results of Bids
  - e. General Contractor Eligibility Form
  - f. General Contractor's Certificate of Insurance
  - g. Evidence of General Contractor Licensure
  - h. Debarment List-Proof that General or Subcontractors are not suspended
  - i. Pre-Construction Conference Report
  - j. Lead-based Paint Compliance Documentation
  - k. New Construction or Rehabilitation Contract
  - l. Notice to Proceed

- m. Asbestos Report
- n. Prevailing Wage Project Agreement Form

After construction completion, and prior to release of retention held by COUNTY, the following are required to be submitted to the Alameda County Housing and Community Development Department (HCD) as part of the close out report:

1. Documentation of Final Inspection
2. Lien Release and Final Lien Waivers for General Contractor and all Sub-contractors
3. Receipt of Final Payment Form
4. Certificate of Occupancy
5. Notice of Completion

**G. Accessibility:** CONTRACTOR must meet the requirements of (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) the United States Fair Housing Act, as amended, (iv) the Americans with Disabilities Act of 1990, and (v) Chapters 11A and 11B of Title 24 of the California Code of Regulations, among other local, state, and federal laws. Projects with any federal funds must also meet the more stringent accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (24 CFR 100.205 and Part 8) (Section 504). Section 504 sets minimum percentages of accessible units, and calls for fully accessible common areas, among its numerous requirements. Under Section 504, 5% of the total number of units must be accessible to people with physical disabilities, and an additional 2% of units must be accessible to people with auditory and visual disabilities, as defined in the Uniform Federal Accessibility Standards (UFAS). CONTRACTOR and Project architect must make a written certification of compliance with the accessibility requirements listed above.

**H. Fair Housing Marketing/Lease:** CONTRACTOR must submit a Preliminary Management Plan and Fair Marketing Plan to HCD. A Final Management Plan and Marketing Plan and a Management Contract will be required to be submitted to HCD upon execution of this Contract, provided that, the final Marketing Plan must be submitted and approved prior to beginning rent-up activities, including marketing flyers and application materials. CONTRACTOR must adopt tenant selection policies and criteria as required by 24 CFR 92.253 for projects with HOME, HOPWA or CDBG or other federal funding, and to the extent applicable, the EveryOneHome Leasing Guidelines.

The lease between a tenant and CONTRACTOR of a rental unit assisted with the funds under this Contract must be not for less than one year, unless by mutual agreement between the tenant and the owner. CONTRACTOR must abide by all lease terms required by 24 CFR 92.253 for projects with any federal funds.

**I. Lead-Based Paint:** The use of lead-based paint on COUNTY funded projects, including A1 Bond funded projects, is prohibited. Testing and abatement of lead-based paint in federally-funded rehabilitation projects may be required. If applicable due to project financing, the projects will follow applicable federal guidelines, which

require notification to prospective residents of potential lead-based paint hazards, among other requirements.

- J. **Annual Recertification of Tenant Income:** CONTRACTOR shall re-examine tenant incomes annually to ensure that tenants continue to meet the income requirements of HCD funding programs. As required by the Regulatory Agreement, rent schedules and utility allowances, including any increases, must be reviewed and approved annually by HCD and adhere to guidelines of the funding sources. Projects that are also assisted with Low Income Housing Tax Credits or the Multifamily Housing Program will be subject to those relevant rules regarding over-income tenants. Rents and tenant incomes will be submitted to HCD for its annual compliance review.

K. **Reporting:**

- a. **Close Out Report** Before the County shall release retention, CONTRACTOR shall provide the following close out materials
- i. MB/WBE & Section 3 reporting form (if applicable)  
(see <http://www.acgov.org/cda/hcd/rhd/contracting.htm>)
  - ii. Davis Bacon (if applicable) documents
  - iii. State Prevailing Wage compliance close-out report (using template provided by County) (if applicable)
  - iv. Rent-up report
  - v. Cost certification/Project audit/Final Sources and Uses
  - vi. Certificate of Occupancy
  - vii. Lien Releases and final payment certification
  - viii. Final Management Plan
  - ix. Final Affirmative Fair Marketing Plan and outreach materials
  - x. Final Relocation Report (if applicable)
  - xi. Final Report on Section 504 (list of which units are accessible)
  - xii. Final Report on Title 24
  - xiii. Funding Source Close-out Report
  - xiv. EveryOneHome Unit Data Form (if applicable)
  - xv. Environmental Clearance/Mitigation Documents
- b. **Quarterly Reports** For the first year after the Project is completed, CONTRACTOR shall submit to HCD quarterly reports not more than 60 days after the end of each quarter that year. These reports shall include financial statements, operating budgets, actual versus. budget, tenancy reports and a cash flow pro forma. These requirements will be specified in more detail in the Regulatory Agreement.
- c. **Annual Reports** After the first year, or when the Housing Director or his or her designee determines, an annual report must be submitted not more than 180 days after the end of CONTRACTOR's fiscal year. These reports must include financial statements, operating budgets, actual versus. budget, tenancy reports and a cash flow pro forma. These requirements will be specified in

more detail in the Regulatory Agreement. CONTRACTOR's obligations under this subparagraph shall continue until repayment of the A1 Bond Loan and the termination of the Regulatory Agreement.

7. CONTRACTOR must comply with all applicable laws, ordinances, codes and regulations. The specific requirements enumerated or summarized above are provided for the convenience of the parties. To the extent Paragraph 6 above conflicts with applicable laws, ordinances, codes and regulations, as they may be amended from time to time, the actual text of the laws, ordinances, codes and regulations shall control.

**EXHIBIT B**  
**CONDITIONS FOR DISBURSEMENT AND PAYMENT**

**1. BUDGET**

The Project budget approved by the COUNTY as of the date of this Contract, and noting which line items are to be funded with COUNTY assistance, is attached as Exhibit B-1. The Project budget is subject to the terms and conditions of this contract, including any repayment or reduction in A1 Bond Loan disbursement due to excess Project financing.

Before any disbursement of A1 Bond Loan funds, CONTRACTOR shall establish a budget, to be approved in writing by the Housing Director or his or her designee, specifying by line item the expenditures to be made with A1 Bond Loan funds. Once a budget is approved by COUNTY, changes may be made only with a written request to be approved by the Housing Director or his or her designee in advance of a request for disbursement of funds.

**2. METHOD OF PAYMENT**

All requests for a funding draw or reimbursement will be in a format approved by COUNTY.

- a. All requests for a funding draw or reimbursement shall be on CONTRACTOR's letterhead, contain an original authorized signature, invoice number, total amount requested and amounts broken down by line item on the approved budget. This document shall be called an "Invoice", and shall track disbursements made by budget line item, current requests, and amount remaining in the budget line item, as illustrated below:

<b>Line Item</b>	<b>Total Budget</b>	<b>Previous Requests</b>	<b>Current Request</b>	<b>Balance Remaining</b>
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- b. All invoices shall be paid on a funding draw or reimbursement basis, and shall be submitted no more than monthly with supporting documentation of actual costs incurred during the period of time covered by the invoice. If under a specific line item, CONTRACTOR has more than one form of back up or supporting documentation, CONTRACTOR must also summarize the documentation and include a subtotal of items which add up to the line item total. Invoices must be properly organized and are subject to return to CONTRACTOR and non-payment by COUNTY if they are not.
- c. Funding for this Project covers expenses incurred from June 29, 2017.
- d. All funds disbursed to CONTRACTOR must be expended within fifteen (15) days of approval of the receipt of funds. The final disbursement shall be



requested by CONTRACTOR not less than sixty (60) days before CONTRACTOR requires such funds.

- e. 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.
- f. CONTRACTOR is responsible for reporting any required or existing matching funds used on this Project which do not originate from COUNTY sources.
- g. Disbursement of A1 Bond Loan funds is subject to the terms and conditions of this Contract as well as the conditions of disbursement set forth in Section 3 below, in addition to any disbursement conditions set forth in the Loan Documents, as they may be amended.

### **3. CONDITIONS TO DISBURSEMENT**

- a. Conditions to Disbursement of A1 Bond Loan funds. COUNTY is not obligated to disburse any portion of the A1 Bond Loan funds unless all of the following conditions have been and continue to be satisfied:

- (1) There exists no default nor any act, failure, omission or condition that would constitute an event of default under the Loan Documents;
- (2) CONTRACTOR possesses a fee/long-term leasehold interest in the Project or is acquiring fee/leasehold title to the Project simultaneously with closing of all financing necessary for the construction of the Project;
- (3) CONTRACTOR has provided a copy of its tax credit reservation letter for the Project, signed by California Tax Credit Allocation Committee and accepted by CONTRACTOR, if applicable;
- (4) CONTRACTOR has delivered to COUNTY a copy of a resolution authorizing CONTRACTOR's execution of the Loan Documents;
- (5) CONTRACTOR has caused to be executed and delivered to COUNTY all Loan Documents, the construction management agreement, and any other instruments and policies required under the Loan Documents;
- (6) The Loan Documents, which are required to be recorded against the Project pursuant to the Loan Documents, are recorded against CONTRACTOR's interest in the Project prior to or simultaneously with closing of the A1 Bond Loan;
- (7) CONTRACTOR has furnished COUNTY with evidence of the insurance coverage meeting COUNTY requirements;

- (8) COUNTY has approved the development budget for the Project;
- (9) A title insurer reasonably acceptable to COUNTY is unconditionally and irrevocably committed to issuing an LP-10 2006 Lender's Policy of title insurance insuring the priority of COUNTY's deed of trust in the amount of the A1 Bond Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to COUNTY, and containing such endorsements as COUNTY may reasonably require. CONTRACTOR shall provide whatever documentation (including an indemnification agreement), deposits or surety that is reasonably required by the title company in order for COUNTY's deed of trust to be senior in lien priority to any mechanics liens in connection with any early start of construction;
- (10) CONTRACTOR and CONTRACTOR's partners, if any, have executed, and COUNTY has received, CONTRACTOR's organizational documents;
- (11) Intentionally Omitted;
- (12) Intentionally Omitted;
- (13) Intentionally Omitted;
- (14) COUNTY has received copies of labor and material (payment) bonds and performance bonds as required pursuant to the Loan Documents;
- (15) Except for any financing to be provided at Conversion (as defined below), CONTRACTOR has closed, or is closing concurrently with the acquisition of the Project, all other financing to be used for construction approved by COUNTY in the development budget and is eligible to receive the proceeds thereof in accordance with the terms and conditions evidencing such financing;
- (16) COUNTY has issued one or more series of A1 Bonds and has on hand A1 Bond Funds sufficient to fund the A1 Bond Loan;
- (17) COUNTY has determined that the undisbursed proceeds of the A1 Bond Loan, together with other funds or firm commitments for funds that CONTRACTOR has obtained in connection with the Project, are not less than the amount that is necessary to pay for development of the Project and to satisfy all of the covenants contained in the Loan Documents;
- (18) COUNTY has received a written draw request from CONTRACTOR, including certification that the condition set forth in Section (a)(1) continues to be satisfied, and setting forth the proposed uses of funds consistent with the project budget, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is

requested to pay any costs other than costs associated with the acquisition of the Project or hard cost construction of the Project, such disbursement will be made only on a cost reimbursement basis and the disbursement request must be accompanied by receipts that show the bill or invoice has already been paid by CONTRACTOR, if applicable. When a disbursement is requested to pay any contractor in connection with the construction of the Project, the written request must be accompanied by (i) certification by CONTRACTOR's architect reasonably acceptable to COUNTY that the work for which disbursement is requested has been completed (although COUNTY reserves the right to inspect the Project and make an independent evaluation); and (ii) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to COUNTY. CONTRACTOR shall apply the disbursement for the purposes requested;

(19) COUNTY has received from CONTRACTOR a recorded notice of completion for the Project;

(20) COUNTY has received from CONTRACTOR copies of the final certificate of occupancy for the Project;

(21) COUNTY has received from CONTRACTOR a copy of the final City (or County) Building Department inspection;

(22) COUNTY has received a completion report from CONTRACTOR setting forth (i) the income, household size, and ethnicity (if available) of tenants in the Affordable Units in the Project, (ii) the unit size, rent amount and utility allowance for all units in the Project restricted by COUNTY, and (iii) designation of the units in the Project made accessible pursuant to the applicable accessibility requirements;

(23) COUNTY has received a cost certification for the Project from CONTRACTOR showing all uses and sources (receipt of the cost certification submitted to the California Tax Credit Allocation Committee may fulfill this requirement);

(24) COUNTY has received from CONTRACTOR a form of tenant lease and marketing plan for the Project;

(25) COUNTY has received from CONTRACTOR evidence of marketing for any vacant units in the Project such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of units, as applicable;

(26) COUNTY has received from CONTRACTOR all relevant contract activity information, including compliance with Section 3 and MBE/WBE requirements, if applicable;

- (27) COUNTY has received from CONTRACTOR a final management plan for the Project and contact information for the property manager of the Project and the name and phone number of the on-site property manager;
- (28) In connection with state prevailing wages and/or prevailing wages under the Davis-Bacon Act (40 USC 3141-3148), COUNTY has received from CONTRACTOR all certified payrolls, and any identified payment issues have been resolved, or CONTRACTOR is working diligently to resolve any such issues;
- (29) COUNTY has received from CONTRACTOR a certification regarding the accessibility of the Project to disabled persons;
- (30) CONTRACTOR has complied with First Source Hiring Requirements, as described in Exhibit F, to the extent applicable;
- (31) CONTRACTOR has paid the construction management fees (if any) required to be paid pursuant to the Loan Documents; and
- (32) COUNTY has received from CONTRACTOR the Resident Services Plan and Resident Services Budget as defined in the Loan Documents.
- b. Disbursement Conditions if Funds Disbursed Prior to Conversion. CONTRACTOR may provide a written request to COUNTY for the A1 Bond Loan to be disbursed during construction and prior to permanent conversion ("Conversion"). COUNTY may, in its sole discretion, agree to disburse the funds prior to Conversion. Any agreement by COUNTY for early disbursement of the A1 Bond Loan proceeds will be contingent upon funding availability, COUNTY administrative and staffing capacity and availability, and CONTRACTOR's agreement to provide for any legal fees incurred in connection with any necessary amendment of the Loan Documents to accommodate such early disbursement of the A1 Bond Loan proceeds. In the event that the A1 Bond Loan proceeds are disbursed prior to Conversion, subsections (19) - (32) of Subsection (a) shall not be required to be fulfilled until Conversion. COUNTY shall withhold fifty thousand dollars (\$50,000) of the A1 Bond Loan until receipt of the items described in subsections (19)-(32), and those items described in Section 7 below to the extent not listed in this Section 3. If the A1 Bond Loan proceeds are disbursed prior to Conversion, CONTRACTOR may be required to make a special repayment of the A1 Bond Loan in the amount of Net Proceeds of Permanent Financing (defined below) at Conversion, as further set forth in the Loan Documents.
- c. Additional Conditions to Disbursement at Conversion. In addition to the conditions set forth in Subsection (a) above, if the A1 Bond Loan is to be disbursed at Conversion, disbursement of such funds shall not occur until:

(1) COUNTY has received and approved the calculation of the Net Proceeds of Permanent Financing. "Net Proceeds of Permanent Financing" means the amount by which the permanent financing for the Project exceeds the total of the cost of acquisition and construction of the Project. The amount of the A1 Bond Loan may be decreased by the amount of the Net Proceeds of Permanent Financing due COUNTY as further set forth in the Loan Documents;

(2) All other permanent financing has been disbursed or is being disbursed to CONTRACTOR concurrently with the disbursement of the A1 Bond Loan; and

(3) COUNTY has determined the amount of the A1 Bond Loan subject to disbursement, as such may be reduced by the amount of Net Proceeds of Permanent Financing due COUNTY.

#### **4. REQUESTS FOR ADJUSTMENTS TO BUDGET LINE ITEMS**

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

#### **5. PUBLIC RECOGNITION OF FUNDING**

CONTRACTOR will publicly recognize the funding provided by the COUNTY Measure A1 Bonds in all newspaper articles and any other public relations opportunities related to this Project. CONTRACTOR will invite HCD staff and members of the Board of Supervisors to participate in the groundbreaking and grand opening ceremonies, if held.

#### **6. COMPLIANCE WITH LOCAL POLICIES**

CONTRACTOR may use a payroll service to handle payroll or handle payroll responsibilities internally. In either case, CONTRACTOR certifies that as required by local, State, and/or Federal law, all payroll and other required taxes will either be paid in full or accrued in the liabilities and accounted for with offsetting cash reserves to meet

the obligation. CONTRACTOR shall include a certification to that effect in its annual audit report.

## **7. RETENTION OF FUNDS**

HCD will retain \$50,000 of the A1 Bond Loan proceeds until receipt of close-out documents. If the close-out documents are not received within twelve months following completion of construction, the \$50,000 in remaining A1 Bond Loan funds will be deemed repaid to COUNTY. This Section does not preclude the full disbursement of the A1 Bond Loan funds in one draw provided that the Close-out documents have been received by COUNTY. Close-out documents include the following, with the exception of those items that are applicable only to the receipt of federal funds:

- a. MBWBE (if applicable)
- b. Section 3 (if applicable)
- c. Rent-up report with race, household size, income, subsidy information
- d. Cost certification/Project audit/Final Sources and Uses
- e. Certificate of Occupancy & recorded Notice of Completion
- f. Lien Releases, and final payment certification
- g. Final Building Department Inspection
- h. Final Management Plan
- i. Final Affirmative Fair Marketing Plan and outreach materials
- j. Final Relocation Report (if applicable)
- k. Final Report on Section 504 (list of which units are accessible)-Note on Rent-up Report
- l. Section 504 certification
- m. EveryOneHome Unit Data Form(if applicable)
- n. Insurance Certificates

Exhibit B-1  
**Project Budget**

Construction Hard Costs	\$ 1,000,000
<b>Total Alameda County Investment</b>	<b>\$ 1,000,000</b>

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Course of Construction /Builder's Risk All Risk</b>	\$ Value of Completed project or materials
<b>F Endorsements and Conditions:</b>	
<ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> General Liability and Automobile Liability Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Contract with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Contract and until 3 years following termination and acceptance of all work provided under the Contract, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Contract.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Contract, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Contract, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 – 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	



**EXHIBIT D**  
**Intentionally Deleted**

**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 principals, and any named subcontractor:

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

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

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

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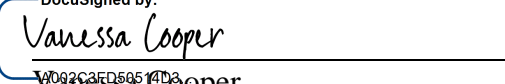
**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR:

EVERETT AND EAGLE L.P.,  
a California limited partnership

By: 2437 Eagle Avenue, LLC,  
a California limited liability company,  
its managing general partner

By: Island City Development,  
a California nonprofit public benefit corporation,  
its Manager and Sole Member

By:   
Vanessa Cooper  
President

DATE: 3/11/2019 \_\_\_\_\_

**Exhibit F**  
**FIRST SOURCE PROGRAM**

(a) For County-funded contracts over \$100,000, CONTRACTOR agrees to comply with the Alameda County First Source Program ("First Source") for all new or vacant positions of CONTRACTOR or its general partner if applicable, that are necessary to fulfill CONTRACTOR's obligations under this contract ("Positions"), including Positions that become available during the term of this Contract. A Contractor Information and Projection of Job Positions form to be completed by CONTRACTOR during the contract period is attached hereto as Exhibit F-1.

(b) CONTRACTOR shall:

- (1) Submit Exhibit F-1, Project of Job Positions, completed by CONTRACTOR prior to posting new positions.
- (2) Post new positions through the First Source System and search the First Source system for potential candidates to fill positions for a period of ten (10) calendar days prior to advertising the vacancy to the general public.
- (3) Contact their Alameda County Contract Manager with any questions and to provide the required documentation. The Contract Manager for this contract is:

**Jennifer Pearce: [jennifer.pearce@acgov.org](mailto:jennifer.pearce@acgov.org); (510)670-6474**

- (4) If a position is hired through the First Source System, print out the result and attach it to the Quarterly Report.
- (5) The quarterly report for the term of the contract is due to the Contract Manager on the 15<sup>th</sup> of January, April, July, and September for the prior quarter.

The Quarterly Reports shall include the following:

- Completed form of Exhibit F-2, First Source Reporting Form
- Completed form of Exhibit F-3, Job Placement Employment Verification Form, if applicable
- Printouts from the First Source system showing hires

(c) CONTRACTOR agrees to use its best efforts to hire candidates located through the First Source System, but the final decision of whether or not to offer employment, the terms and conditions of the employment, determination of the appropriateness of the qualifications and background of each of the candidate rest solely within the discretion of CONTRACTOR and are the sole responsibility of CONTRACTOR. CONTRACTOR is responsible for reporting out on all actions.

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CONTRACTOR:

EVERETT AND EAGLE L.P.,  
a California limited partnership

By: 2437 Eagle Avenue, LLC,  
a California limited liability company,  
its managing general partner

By: Island City Development,  
a California nonprofit public benefit corporation,  
its Manager and Sole Member

By: DocuSigned by:  
*Vanessa Cooper*  
\_\_\_\_\_  
Vanessa Cooper  
President

DATE: 3/11/2019  
\_\_\_\_\_

**Exhibit F-1**  
**CONTRACTOR'S PROJECTION OF JOB POSITIONS**

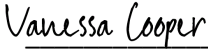
In order to comply with First Source requirements, please complete this form by estimating the number of new or vacant positions that are necessary to fulfill the obligations under the contract ("Positions"). Complete the form with the number of positions you anticipate you will be hiring candidates to fill.

Contractor Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

Position Title	Entry level? (Y/N)	Work location? (City)	Number of positions available?	Temp or perm?	Estimated Start Date	Attach job description? (Y/N)

Completed by:

DocuSigned by:  
  
 \_\_\_\_\_  
 (Contractor Authorized Signature)

\_\_\_\_\_  
 (Print Name)

3/11/2019  
 \_\_\_\_\_  
 (Date)

**Exhibit F-2**  
**FIRST SOURCE REPORTING FORM**

Which quarter are you reporting for	
Number of positions filled during the quarter	
Number of positions posted in the First Source system	
Number of low-income Alameda County residents hired	
Number of low-income Alameda County residents hired through the First Source system (attach printout from First Source system)	
Number of non Alameda County residents hired who are low-income	

**Narrative**

- 1. If there are any positions that were filled but were not posted in the First Source system for at least 10 days before advertising to the general public, please submit a response explaining why the positions were not posted.**
- 2. If any positions were hired outside of First Source, please explain why.**
- 3. Please describe any issues, barriers, or problems related to the implementation of the First Source program.**

**Exhibit F-3**  
**JOB PLACEMENT EMPLOYMENT VERIFICATION FORM**

**This form is used to verify the hiring of a candidate subject to the Alameda County First Source Program.** Please complete and return this form attached to the Quarterly Report after hiring a low-income Alameda County resident, regardless if they were hired in the First Source System or outside the system.

Contractor Name: \_\_\_\_\_  
Project: \_\_\_\_\_  
Quarter Reporting on: \_\_\_\_\_

---

Employee's Full Name: \_\_\_\_\_  
Employee's Household Income prior to Hiring : \_\_\_\_\_  
Employee's Household Size: \_\_\_\_\_  
Employee New Job Title: \_\_\_\_\_ Hourly Wage: \$ \_\_\_\_\_ Benefits Provided: (Yes/No) \_\_\_\_\_  
Start Date: \_\_\_\_\_ Projected Termination Date (if applicable) \_\_\_\_\_  
Full Time (36+ hours per week)(Yes/No) \_\_\_\_\_ or Part Time (Less than 36 hours per week) \_\_\_\_\_  
(Yes/No)

Employee's Full Name: \_\_\_\_\_  
Employee's Household Income prior to Hiring : \_\_\_\_\_  
Employee's Household Size: \_\_\_\_\_  
Employee New Job Title: \_\_\_\_\_ Hourly Wage: \$ \_\_\_\_\_ Benefits Provided: (Yes/No) \_\_\_\_\_  
Start Date: \_\_\_\_\_ Projected Termination Date (if applicable) \_\_\_\_\_  
Full Time (36+ hours per week)(Yes/No) \_\_\_\_\_ or Part Time (Less than 36 hours per week) \_\_\_\_\_  
(Yes/No)

Employee's Full Name: \_\_\_\_\_  
Employee's Household Income prior to Hiring : \_\_\_\_\_  
Employee's Household Size: \_\_\_\_\_  
Employee New Job Title: \_\_\_\_\_ Hourly Wage: \$ \_\_\_\_\_ Benefits Provided: (Yes/No) \_\_\_\_\_  
Start Date: \_\_\_\_\_ Projected Termination Date (if applicable) \_\_\_\_\_  
Full Time (36+ hours per week)(Yes/No) \_\_\_\_\_ or Part Time (Less than 36 hours per week) \_\_\_\_\_  
(Yes/No)

Employee's Full Name: \_\_\_\_\_  
Employee's Household Income prior to Hiring : \_\_\_\_\_  
Employee's Household Size: \_\_\_\_\_  
Employee New Job Title: \_\_\_\_\_ Hourly Wage: \$ \_\_\_\_\_ Benefits Provided: (Yes/No) \_\_\_\_\_  
Start Date: \_\_\_\_\_ Projected Termination Date (if applicable) \_\_\_\_\_  
Full Time (36+ hours per week)(Yes/No) \_\_\_\_\_ or Part Time (Less than 36 hours per week) \_\_\_\_\_  
(Yes/No)



**Exhibit G**

**COUNTY OF ALAMEDA**  
**THE IRAN CONTRACTING ACT (ICA) OF 2010**  
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

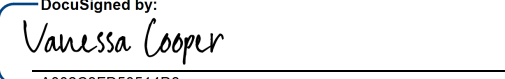
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CONTRACTOR:

EVERETT AND EAGLE L.P.,  
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By: 2437 Eagle Avenue, LLC,  
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its managing general partner

By: Island City Development,  
a California nonprofit public benefit corporation,  
its Manager and Sole Member

By:  *Vanessa Cooper*  
A002C3FD50514B3  
Vanessa Cooper  
President

DATE: 3/11/2019