



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Agenda Item _____ May 21, 2019

Chris Bazar
Agency Director

May 7, 2019

224 West Winton Ave
Room 110
Hayward, California
94544-1215

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

phone
510.670.5333
fax
510.670.6374

Dear Board Members:

SUBJECT: APPROVE PROCUREMENT CONTRACT NO. 18266 WITH TIDES CENTER, AS FISCAL SPONSOR OF EVERYONE HOME, FOR CONTINUUM OF CARE PROGRAM PLANNING PROJECT FY2017 GRANT

www.acgov.org/cda

RECOMMENDATION:

- A. Approve an extension to the Alameda County Continuum of Care Program (CoC) Planning Project FY2017 grant term of 5/1/2018 to 4/30/2019 by twelve months to 4/30/2020, with no change to the grant amount of \$998,188; and
- B. Approve Procurement Contract No. 18266 with the Tides Center (Principal: Judith Hill; Location: San Francisco) as fiscal sponsor of EveryOne Home, for the provision of services related to the Fiscal Year 2017 CoC Planning Project FY2017 grant, for the term of 5/1/2019 through 4/30/2020, in the amount of \$618,877.

SUMMARY /DISCUSSION:

Each year, the Community Development Agency's (CDA) Housing and Community Development Department (HCD), in partnership with Alameda County cities and EveryOne Home, convenes a process to submit an application to U.S. Department of Housing and Urban Development (HUD) for homeless housing and services funding. Since 1996, this application has brought more than \$400 million in funding for homeless housing assistance and services programs throughout Alameda County. On January 11, 2018, HUD announced awards of \$35.3 million to 47 existing housing and service programs serving homeless people in Alameda County, and one planning project to implement various strategies to end homelessness.

On May 8, 2018 (Item 20), your Board accepted twenty-one renewal grants from HUD, which included the Alameda County CoC Planning Project FY2017 grant. The grant date of 5/1/2018 through 4/30/2019 indicated in the attachment (Exhibit A; Item No. 2) was incorrect. The correct date should be 5/1/2019 through 4/30/2020.

Recommendation A requests extending the grant term by 12 months to correct this error.

HCD is the grantee and EveryOne Home is the sub-recipient for this Planning Project grant. EveryOne Home will use the grant funds to expand CoC capacity to support an effective housing and service system for homeless and at-risk households in Alameda County. The total amount for this grant is \$998,188. The total contract amount is \$618,877. The balance (\$379,311) will be used for Homeless Management Information System (HMIS) costs.

The Tides Center is the fiscal sponsor of EveryOne Home. EveryOne Home is the community-based organization formed to coordinate the countywide effort to end homelessness in Alameda County. The goals of EveryOne Home are put forth in *The Countywide Homeless and Special Needs Housing Plan* (Plan), adopted by your Board in July 2006. EveryOne Home will use the grant funds to expand capacity to support an effective housing and service system.

EveryOne Home will oversee the operation of the CoC system performance in Alameda County, which includes ensuring compliance with Federal requirements, planning, provider participation and data integration with outside systems. In addition, they will ensure a local rating and ranking process for CoC funding is conducted, and will approve projects for submission in response to the CoC Notice of Funds Available (NOFA).

EveryOne Home will also implement and oversee the strategy to end veteran and chronic homelessness, including the creation of a centralized registry for all persons eligible for permanent supportive housing, and the delivery of housing navigation services to the most vulnerable chronically homeless. Finally, EveryOne Home will provide support to the implementation and operation of the HUD-Mandated Coordinated Entry System.

SELECTION CRITERIA:

EveryOne Home acts as the Continuum of Care for Alameda County. It is an organization jointly created by the Sponsoring Agencies of the Alameda Countywide Homeless and Special Needs Housing Plan (Plan), which included multiple County departments, in order to implement the Plan and achieve its goals. EveryOne Home selected the Tides Center to perform this function through an internal process. By HUD rule, only the Collaborative Applicant (HCD) is eligible to apply for the CoC Planning Grant on behalf of the CoC (EveryOne Home).

The Auditor Controller's Office of Contract Compliance & Reporting has reviewed and subsequently issued Federal Funds Grant Waiver # F1435 for this contract, which will expire on 4/30/2020.

FINANCING:

Funding for this contract is included in CDA's FY 2018-2019 budget (\$51,573) and proposed FY 2019/2020 budget (\$567,304). This contract is funded from a Federal grant which runs over multiple fiscal years. Unused funds from Federal grants are rolled over to the following year/s available funds during the term of the grant. HCD includes estimated project amounts to encumber from available funds in various grants as part of the annual budget. Upon payments to

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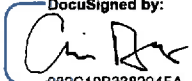
contractors, HCD makes draws on the Federal grants to reimburse the County general fund. Contract expenditures may change from one fiscal year to another due to the needs of the project and/or changes in the project schedule. CDA/HCD will make adjustments at year's end to the unused appropriations and budget rollovers in conformance with grant reimbursement guidelines. The provision of homeless housing assistance and service programs related to the Fiscal Year 2017 CoC Planning Project activities are included in the Homelessness Action Plan. No additional appropriations are required and there is no additional net County cost as a result of this action.

VISION 2026 GOAL:

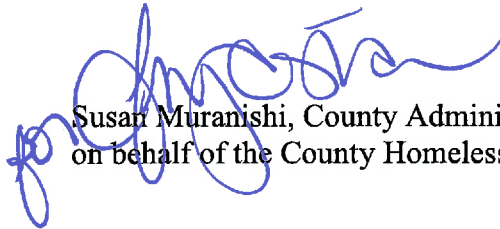
The approval of this contract with Tides Center for the provision of services related to the Fiscal year 2017 CoC program meets the 10X goal of **Eliminate Homelessness** in support of our shared vision of **Safe and Livable Communities**.

Very truly yours,

DocuSigned by:



Chris Bazar, Director
Community Development Agency



Susan Muranishi, County Administrator
on behalf of the County Homelessness Council

cc: Susan Muranishi, County Administrator
Melissa Wilk, Auditor Controller
Donna R. Ziegler, County Counsel
Jennifer Schulz, County Administrator's Office
Heather M. Littlejohn, Office of the County Counsel
Sandra Rivera, Community Development Agency

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of May, 2019, by and between the County of Alameda, hereinafter referred to as the “COUNTY”, and Tides Center, a California non-profit corporation, as fiscal sponsor for EveryOne Home, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the COUNTY has received funding from the U.S. Department of Housing and Urban Development (HUD) Continuum of Care Program (CoC) under grant CA1645L9T021700, for the provision of services related to the FY2017 CoC Planning Project grant;

WHEREAS, the CONTRACTOR has the expertise and capacity to provide these services and meet the outcomes outlined in the grant CA1645L9T021700; and

WHEREAS, the COUNTY agrees to fund such services as they relate to the goals and the outcomes of the FY2017 CoC Planning Project grant CA1645L9T021700;

WHEREAS, COUNTY desires to obtain the services which are more fully described in Exhibit A hereto;

WHEREAS, CONTRACTOR is professionally qualified to provide such services and is willing to provide same to County;

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

The COUNTY does hereby retain CONTRACTOR to provide FY2017 CoC Planning Project 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 May 1, 2019 through April 30, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed *Six-hundred-eighteen-thousand-eight-hundred-seventy-seven-dollars (\$618,877)* 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

TIDES CENTER
(As fiscal sponsor for EveryOne Home)

By: _____
President
Board of Supervisors

DocuSigned by:
Judith Hill
By: _____
F489273CB0C5453...
Judith Hill
Chief Financial Officer

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

DocuSigned by:
Heather Littlejohn
By: _____
4F16CF9B888B421...
Heather M. Littlejohn
Deputy County Counsel

P.O. Box 29907

Address
San Francisco, CA 94129-0907

City, State, Zip Code

Taxpayer ID # 94-3213100

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 weeks' 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 County of Alameda 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 County of Alameda 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-c, 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: TIDES CENTER
P.O. Box 29907
San Francisco, CA 94129-0907
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 CoC Planning Project Services shall not exceed \$618,877 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** CONTRACTOR has been approved by COUNTY to participate in contract without SLEB participation (*please see attached approved Federal Funds SLEB waiver #F1435*). 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.

However, if circumstances or the terms of the contract should change, CONTRACTOR may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. CONTRACTOR must be a certified small or emerging local business(es) or subcontract a minimum 20% 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. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. CONTRACTOR shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. CONTRACTOR shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business 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 County of Alameda Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

COUNTY will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or 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 County of Alameda Contract Compliance System contact OCC 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 may be extended for two additional one year terms by mutual agreement of the COUNTY and the CONTRACTOR.
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]

ADDITIONAL PROVISIONS

Contractor shall comply with the following regulations:

- 24 CFR Part 578 (Continuum of Care Program);
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
- 24 CFR part 87 (Anti-lobbying requirements);

DocuSigned by:
Heather Littlejohn
4F16CF9B888B421...

EXHIBIT A
DEFINITION OF SERVICES
Tides Center/EveryOne Home Contract
Scope of Work

CONTRACTOR shall implement the Federal Housing and Urban Development (HUD) Continuum of Care (CoC) Program requirements per Interim Rule (24 CFR 578.7) and support an effective and compliant housing crises response system that includes COUNTY employees and community-based agencies. CONTRACTOR shall serve as the (CoC Lead) and in that capacity shall facilitate the work of the HUD CoC Committee (CoC Board) and other committees of the EveryOne Home governance structure.

All services provided pursuant to this Agreement shall be implemented by the end of the grant period, April 30, 2020.

1. Contractor shall carry out the activities and produce the deliverables described below:

A. Coordinate the governing and operating of the CoC Board. CONTRACTOR shall:

- i. **Activity:** Coordinate the CoC Board and related sub-committees to ensure compliance with Federal requirements, including the CoC Board's roles, responsibilities, and oversight under HUD's Interim Rule. Assist in the preparation and implementation of the CoC Board materials.

Deliverable:

- a) Convene the CoC Board monthly, a minimum of 10 meetings per year, and develop an annual work plan; track progress, as evidenced by work plan and submit progress reports to CoC Lead monthly.
- b) Convene additional committees and work groups as needed to complete activities in work plan.
- c) Issue communications, provide updates and materials, and schedule presentations.

- ii. **Activity:** Convene, facilitate and prepare materials for membership meetings. Provide staff support for scheduling and agenda setting.

Deliverables: Ensure that the CoC Lead holds two (2) full membership meetings annually, as evidenced by meeting agendas and notes.

- iii. **Activity:** Facilitate the annual review and revision of the Governance Charter. Provide staff analysis to committees on revisions to the governance charter; document committee-provided feedback and provide recommendations to the Leadership Board.

Deliverables: Governance Charter is recommended by CoC Board to be adopted by the CoC Lead and ratified by the membership annually.

- iv. **Activity:** Project Monitoring – Evaluate outcomes of projects funded under the Emergency Solutions Grants (ESG) program and the CoC program, and report to HUD. Provide training and technical assistance and ensure compliance for projects receiving CoC funding. Project Monitoring activities include site visits, client file review, and support to projects to improve performance and data quality. For programs that receive funding from local government agencies in addition to funding under the ESG and/or CoC grant programs, project monitoring activities will be coordinated with the local government agencies whenever possible.

Deliverables: Implement full monitoring site visits to at least 25 projects funded by ESG and CoC by April 30, 2020.

B. In collaboration with local government funding partners and other stakeholders, facilitate the establishment and operation of Coordinated Entry System (CES) for the Housing Crisis Response System (HCRS) that complies with all requirements established by HUD and coordinates with State and Local funding requirements. Contractor shall:

- i. **Activity:** Ensure consultation and coordination among the CoC Board and diverse set of CoC and other HCRS stakeholders in the planning, implementation, and operations of a standardized, countywide system.

Deliverables:

- a) Convene and provide facilitation and staff support for the System Coordination Committee, and related working groups, to monitor operations and recommend improvements to Coordinated Entry and the HCRS.
- b) In consultation with implementation partners and funders of the CES, develop an annual work plan of the work of the System Coordination Committee.

- ii. **Activity:** Facilitate the development and adoption of written standards for Coordinated Entry and the HCRS.

Deliverables:

- a) Establish the Alameda County HCRS Manual. Make approved version of the manual available for public use via the EveryOne Home website.
- b) As portions of the Manual are completed and/or revised, and as relevant interim policies are adopted by the System Coordination Committee and/or local government funding partners, make available for public use and post on the EveryOne Home website.

- iii. **Activity:** Facilitate the development and implementation of policies, procedures and tools for operating Coordinated Entry in compliance with all relevant HUD regulations and notices and using approved Homeless Management Information System (HMIS) or comparably secure formats, in collaboration with local government agencies that provide funding to support key activities related to Coordinated Entry, and informed by diverse community stakeholders.

Deliverables:

- a) Monitor use of the following standard tools and modify to improve functionality as needed: Coordinated Entry Access Packet, which includes Safety Screening, Housing Crisis Screening, Client Profile, Coordinated Entry Assessment, and Referrals; Countywide list of names of literally homeless households that have been assessed; Coordinated Entry Client Rights and Expectations form; Coordinated Entry Grievance forms; Coordinated Entry Marketing materials.
- b) Support the System Coordination Committee's development/refinement of Coordinated Entry policies and procedures. Post and distribute updates as they take effect.
- c) In consultation with the System Coordination Committee and local government funding partners, Contractor conducts a Coordinated Entry Compliance Review using the HUD Coordinated Entry Self-Assessment Tool and submits it to the System Coordination Committee, CoC Board, and the County annually by June 30, 2019.

C. Facilitate the CoC Role in Designating and Operating HMIS. Contractor shall:

- i. **Activity:** Provide staff support to the CoC Board and the HMIS Oversight Subcommittee to fulfill their regulatory responsibilities, as the CoC Board is responsible for making decisions about HMIS management and administration and designate the HMIS Lead, including but not limited to ensuring participation of provider agencies, evaluating HMIS performance for compliance and functionality, analyzing existing HMIS policies and procedures and changes recommended by the HMIS Lead. Build capacity of the system to evaluate performance, collect client and system level data, implement and maintain effective information systems, and use data for strategic decision-making.

Deliverables:

- a) In partnership with the CoC Board and HMIS Lead support the implementation of, and compliance with HMIS policies such as data quality, security, participation and customization and all other requirements as articulated under the Alameda County HUD CoC Committee and Alameda County Department of Housing and Community Developments (as designated HMIS Lead) 2018 Memorandum of Understanding.
- b) In partnership with HMIS Lead, collaborate to design and modify HMIS configuration to meet program reporting and system analysis needs. Use and analyze HMIS data to prepare reports to HUD CoC Committee, Results Based Accountability Committee, and other stakeholders and funding partners to support system planning, continuous quality improvement, and communication with policymakers and members of the public.
- c) In collaboration with the HMIS Lead, facilitate the establishment of the HMIS Oversight Subcommittee and provide staff support to the

Subcommittee, including facilitating review of data quality reports, ensuring compliance with Federal requirements, and conducting an annual review of the HMIS system's performance and functionality.

D. Facilitate System Planning and Continuous Quality Improvement. Contractor shall:

- i. **Activity:** Coordinate the work of the Results Based Accountability Committee in monitoring and reporting system performance.

Deliverables:

- a) Convene and provide facilitation and staff support for the Results Based Accountability Committee, with a minimum of 10 meetings per year as evidenced by meeting agenda and notes.
- b) Develop an annual work plan; track progress as evidenced by published work plan and progress reports to the Leadership Board.
- c) Convene working groups as determined by the committee, as evidenced by meeting agenda and notes.
- d) The annual work plan and a point of contact for Results Based Accountability Committee shall be posted on the EveryOne Home website.

- ii. **Activity:** Conduct analytical and planning activities to evaluate the performance of the Housing Crisis Response System in meeting the needs of homeless individuals and families. Include strategies to reduce and end homelessness in Alameda County. This includes analyzing gaps in the system for HUD priority populations (chronically homeless; veterans; transitional age youth; and domestic violence survivors) and system performance, including making recommendations for strategic shifts in resources.

Deliverables: Conduct an annual gaps analysis, to be incorporated into a progress reports for the 2018 Strategic Plan to End Homelessness. It will include at a minimum the items below. No later than September 30, 2019, prepare and publish a gaps analysis report. The report shall use data available from both HMIS and the Point-In-Time (PIT) Count of individuals and families experiencing homelessness to describe the numbers, demographic characteristics, and the needs (e.g. disabilities / health conditions) of persons who are served by the County's housing crisis response system and in programs that provide housing assistance to people experiencing homelessness. This report will summarize the current capacity and gaps (e.g. housing units, beds, program capacity) in the system of crisis response and housing interventions for each priority population, including people experiencing chronic homelessness, veterans, transition age youth, and families with children. The report may also identify gaps for additional populations, including domestic violence survivors, persons with behavioral health disorders, and older adults, to the extent data is available.

- iii. **Activity:** Through the Results Based Accountability Committee, and the Leadership Board and other committees/work groups as needed, recommend broad

adoption of performance targets throughout the Housing Crisis Response System. Promote continuous quality improvement of the Housing Crisis Response system using a framework approved by the Housing Director or designee to track and measure system performance.

Deliverables:

- a) Establish, evaluate and update performance targets for CoC and ESG funded projects.
 - b) Using the System Performance Measures approved by Leadership Board in December 2017, publish system performance data (“Practitioner’s Scorecard”) on the EveryOne Home website. Update the Practitioner’s Scorecard quarterly within 90 days of each quarter.
 - c) Through the Results Based Accountability Committee, provide quarterly and annual system performance reporting. Make available to the public a scorecard to track and measure system performance.
 - d) Develop other summaries and presentations to report key metrics that are tied to the Results Based Accountability Framework and HUD-mandated system performance metrics.
 - e) Through the RBA Committee, develop a public facing dashboard to track progress on the Strategic Plan Update goals.
 - f) Collaborate with Alameda County staff to present this information to local government leaders (including leaders of government agencies and elected officials) at least two times per year, and to community stakeholders in at least two public forums that may be convened by EveryOne Home or by other local governments or community organizations.
- iv. **Activity:** CoC Lead shall facilitate a process that results in a formal written and published update to the EveryOne Home Countywide Homeless and Special Needs Housing Plan (Strategic Plan Update), consistent with the state’s No Place Like Home program requirements for a county plan., the.
- Deliverables:** Develop a plan which will define EveryOne Home staff and member roles and responsibilities for making presentations to and asking for adoption of the plan by local elected officials, including the Board of Supervisors and City Councils, and for supporting the development of specific action plans within each jurisdiction.
- v. **Activity:** Provide information required to complete the Consolidated Plan(s) within the CoC’s geographic area.
- Deliverables:** Timely submission of requested data and analysis.
- vi. **Activity:** EveryOne Home Counts! 2019 – Plan and conduct fieldwork under the Point-In-Time (PIT) Count of individuals and families experiencing homelessness,

and a separate Youth Count, to record the number of people, including unaccompanied youth under age 24 staying in shelters and transitional housing on a given night in late January of 2019, and estimate the number of people who are unsheltered, living outdoors on that same night. Select, manage contract, and supervise PIT Research Team and Project Manager. Recruit and train volunteers and expert guides to conduct field work. Ensure data quality and clarity of presentations and reports on findings. Publish the EveryOne Counts! 2019 Report with PIT and Youth Count finding, and present and analyze data for stakeholders and media.

Deliverables: Publish report of the 2019 Alameda County Point in Time count findings with analysis.

E. Prepare the Application for CoC Program Funds for submission to HUD and ensure the submission of the CoC application meets all HUD requirements:

- i. **Activity:** Provide analysis of HUD Notice of Funding Availability (NOFA), scoring feedback, and other guidance on HUD's funding priorities. Support development of the CoC Committee's strategic direction to the NOFA Committee, including requesting and compiling stakeholder input. Support the recruitment, seating and convening of the NOFA Committee and appeals panel, a non-conflicted group to rate and rank local project applications. Develop and refine the local application and scoring criteria, hold bidders conference, and manage FAQs from applicants. Score objective elements of the application and support the NOFA Committee and appeals process as needed. Issue local rating and ranking list and manage the writing and collaborate with Alameda County HCD to manage the submission of the Consolidated Application. Approve all requests for amendments and/or changes to CoC projects that occur outside of the annual review process.

Deliverables:

- a) In coordination with the Collaborative Applicant, ensure timely submission of the 2019 Consolidated Application with the local rating and ranking list.
 - b) Under CoC Committee direction support the outside consultant hired to assess the 2018 NOFA process and recommend improvements. Organize and host a community meeting to debrief the 2018 NOFA process and accept feedback from applicants / grantees and other stakeholders.
 - c) Following the community meeting, implement changes to 2019 local process per guidance from HUD CoC Committee and the NOFA Committee.
2. Reports shall be in a form acceptable to the COUNTY Housing and Community Development Department. Deadlines for reports or items in Scope of Work may be extended or changed with approval by the COUNTY Housing Director.
 3. CONTRACTOR project team will consist of the following Key Personnel, as applicable during the contract term:

Elaine de Coligny

Executive Director,
EveryOne Home

CONTRACTOR agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of CONTRACTOR no longer be employed by CONTRACTOR during the term of this Agreement, CONTRACTOR shall make a good faith effort to present to COUNTY an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

4. The approval of COUNTY to a requested change shall not release CONTRACTOR from its obligations under this Agreement.

EXHIBIT B
PAYMENT TERMS

1. CONTRACTOR shall submit invoices in a format approved by COUNTY.
2. Invoices shall be approved by the COUNTY Housing Director, or her designee.
3. CONTRACTOR shall pay staff for mileage reimbursement of local travel at the IRS rate current as of the time of travel, within the limits of the approved budget. CONTRACTOR shall pay staff for food reimbursement according to COUNTY per diem policies.
4. Upon award of this Agreement by COUNTY, COUNTY and CONTRACTOR shall jointly create a schedule governing the timely performance of CONTRACTOR's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter CONTRACTOR shall perform all services under this Agreement in conformance with the schedule. The scope of work listed at the end of this contract is expected to take place by April 30, 2020.
5. Thereafter, COUNTY shall pay CONTRACTOR not more frequently than monthly, within thirty (30) days, upon receipt of approved invoice for actual expenditures under the approved budget.
6. The COUNTY liaison for all matters concerning this contract, including approval of budget, invoices, and reports shall be the COUNTY Housing Director (Director of Housing and Community Development, Community Development Agency) or her designee.
7. Total payment under the terms of this Agreement will not exceed the total amount of Six-hundred-eighteen-thousand-seven-hundred-seventy-seven-dollars (\$618,877). This cost includes all taxes and all other charges.

**EXHIBIT B-1
TIDES CENTER
CONTRACT BUDGET**

For Services Provided May 1, 2019 through April 30, 2020

Activity	Description	Budget
1. Coordination Activities	.25 Full-Time Employee (FTE) Continuum of Care Director salary and benefits @\$34,290 .5 FTE Coordinated Entry System program director salary and benefits @\$68,580 .2 FTE Administrative Assistant salary and benefits @\$11,430	\$114,300
2. Project Evaluation	.1 FTE Continuum of Care Director salary and benefits @\$13,716 .1 FTE System Analyst salary and benefits @13,716 .2 FTE Project Monitor salary and benefits @\$14,986 .1 FTE Administrative Assistant salary and benefits @\$5,715	\$48,133
3. Project Monitoring	.1 FTE System Analyst salary and benefits @\$13,716 .3 FTE Project Monitor salary and benefits @\$22,479 .15 FTE Continuum of Care Director salary and benefits @\$20,574	\$56,769
4. CoC Application	.3 FTE Continuum of Care Director salary and benefits @\$41,148 .5 FTE Project Monitor salary and benefits @\$37,465 Consultant to evaluate process @\$10,000	\$88,613
5. Developing a CoC System	.4 FTE System Analyst salary and benefits @\$54,864 .5 FTE System Coordination Director salary and benefits @\$68,580 .2 FTE Administrative Assistant salary and benefits @\$11,430	\$134,874
6. HUD Compliance Activities	.2 FTE Continuum of Care Director salary and benefits @\$27,432 .4 FTE System Analyst salary and benefits @\$54,864 Homeless Count Researchers @ \$93,892	\$176,188
Total Budget		\$618,877

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

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: Tides Center

PRINCIPAL: Judith Hill TITLE: Chief Financial Officer

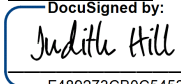
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EXHIBIT E
SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR: **Tides Center** as fiscal sponsor for **EveryOne Home**

Services to be Provided: For the provision of services related to the FY2017 Continuum of Care Program (CoC) Planning Project

Contract Amount: **\$618,877**

- Contract amount does not exceed Section 3 dollar threshold. Section 3 requirements do not apply.
- Contract does not include housing rehabilitation, housing construction or other public construction. Section 3 requirements do not apply.
- Section 3 requirements do apply. Contractor has been notified of Section 3 requirements and has completed the anticipated work force analysis below.

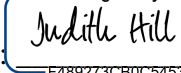
The following work force is anticipated to be necessary to satisfactorily complete this work:

<u>Job Classifications</u>	<u>Existing Work Force</u>	<u>Anticipated New Hires</u>
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CONTRACTOR agrees to undertake a good faith effort to comply with all of the provisions of Section of the Housing and Urban Development Act of 1968.

CONTRACTOR: Tides Center

PRINCIPAL: Judith Hill TITLE: Chief Financial Officer

SIGNATURE:  DATE: 5/6/2019