

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Chris Bazar  
Agency Director

Agenda Item No. \_\_\_\_\_ October 19, 2010

October 5, 2010

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The Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

Dear Board Members:

**SUBJECT: AUTHORIZE SHELTER PLUS CARE PROJECT-BASED RENTAL ASSISTANCE (PRA) RENEWAL CONTRACT NO. 4942 WITH THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA TO CONTINUE THE PROVISION OF HOUSING SERVICES**

**RECOMMENDATION:**

Authorize and execute Contract No. 4942 with the Housing Authority of the City of Alameda (AHA) (Principal: Michael Pucci; Location: Alameda) for the provision of permanent supportive housing for homeless people disabled by serious mental illness, chronic alcohol and other drug problems, and/or AIDS and related disorders for the term August 1, 2010 through October 31, 2011 for \$272,367, under the Alameda County Shelter Plus Care (S+C) Project-based Rental Assistance (PRA).

**SUMMARY/ DISCUSSION:**

On February 9, 2010, your Board approved, in-principle, the Contract with the Housing Authority of the City of Alameda for the Alameda Point Shelter Plus Care (S+C) Program to continue providing housing services under the S+C Program PRA component.

Your Board also formally accepted the FY2009 U.S. Department of Housing and Urban Development (HUD) renewal grant CA0083C9T020802-PRA in the amount of \$283,716, which funds this Contract. On September 14, 2010, the Community Development Agency's (CDA) Housing and Community Development Department (HCD) received the grant agreement from the U.S. Department of Housing and Urban Development (HUD); this contract is now being brought back to your Board for formal execution.

The Alameda County Shelter Plus Care (S+C) Program, administered by HCD, has provided rental assistance and supportive services to homeless people with disabilities since 1994. The S+C Program has a number of components, including Sponsor-based, Tenant-based, Project-based and Single Room Occupancy rental assistance. HCD contracts with public housing authorities and nonprofit organizations to administer the rental assistance portion of the grant for each component. The HUD-required match in the form of local services is provided by an

array of community-based organizations, local service providers and jurisdictions. The combined S+C components serve the entire county.

Execution of the S+C PRA Contract allows the Housing Authority of the City of Alameda to continue the rental assistance program for homeless adults and children in 14 units currently operated by Alameda Point Collaborative at its rental housing complexes in Alameda.

This Contract is funded by a federal grant with a term which bridges County fiscal years. Contract appropriations and associated encumbrances will be budgeted in respective fiscal years with offsetting renewals that will be drawn on a reimbursement basis.

**SELECTION CRITERIA AND PROCESS:**

*The original Shelter Plus Care PRA Grant for this program was applied for in a national competition in 1998. The Housing Authority of the City of Alameda was selected through a community-based planning process to join HCD as a partner in carrying out the program since the sites covered by the grant are all located in Alameda and the grant involves administering rental assistance, which is AHA's focus. The grant designates which agencies are authorized to provide services. HUD's renewal of all Shelter Plus Care projects is based on continued acceptable performance and ongoing local determination of need.*

*The Auditor-Controller Office of Contract Compliance (OCC) has approved SLEB Federal Grants Funds Waiver number 0060810F for this contract in compliance with the Housing and Urban Development (HUD) Code of Federal Regulations Title 24 Section 85.*

**FINANCING:**

Funds for this contract and administration will come from the associated HUD grant and General Funds already included in the CDA's Budget. There is no additional Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director  
Community Development Agency

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

**AGREEMENT  
BETWEEN THE COUNTY OF ALAMEDA  
AND THE  
HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the County of Alameda, hereinafter referred to as "County", and the Housing Authority of the City of Alameda, hereinafter referred to as "Housing Authority".

WHEREAS, the National Affordable Housing Act (Public Law 101-625, approved November 28, 1990, hereinafter referred to as the "Act") authorized the Shelter Plus Care Program to provide rental housing assistance, in connection with supportive services funded from other sources, to homeless persons with disabilities, and;

WHEREAS, the U.S. Department of Housing and Urban Development has awarded County a grant in the amount of \$283,713 under the FY2009 Shelter Plus Care PRA Program, grant #CA099C9T020802-PRA, to administer and provide project-based rental assistance (PRA) for a period of one year, and;

WHEREAS, in the FY09 grant proposal the Housing Authority was identified as the agency that would administer the rental assistance subsidies provided under the program;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Housing Authority shall provide for the delivery of services as set forth in Exhibit A, by this reference made a part hereof:
  - a. With respect to items outlined in Exhibit A, Housing Authority shall exercise due care in carrying out its responsibilities to comply with all HUD statutes, regulations, and standards for the Shelter Plus Care Program, PRA Component. It is understood and agreed by the parties that Housing Authority cannot insure or guarantee that tenants' information that AHA obtains is accurate and its only obligation is to exercise due care in performing the services hereunder. If upon audit or at any time subsequent to the performance of the services, it is determined that a tenant's information was not accurate, Housing Authority shall have no liability therefore unless it failed to exercise due care in performing the services.
  - b. County shall have all of the responsibilities for implementation and program oversight as specified in its application to HUD for the FY2009 Shelter Plus Care PRA Program, and in the Shelter Plus Care Grant Agreement as executed between County and the U.S. Department of Housing and Urban Development.
2. Pursuant to receiving the equivalent amount of funds from the U.S. Department of Housing and Urban Development, County has allocated the sum of \$272,367.00 to be expended under this contract. Unless an amendment to this contract otherwise provides, that amount shall in no event be exceeded and the County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by the County.
3. The term of this contract begins on the 1st day of August, 2010 and ends on the 31st day of October, 2011.
4. The Housing Authority shall maintain on a current basis standard financial and administrative records regarding the verification of tenant incomes and household composition, determination of rental subsidy amounts and inspections and approvals of properties pursuant to Housing Quality Standards and other HUD guidelines, including source documents supporting accounting transactions, eligibility and occupancy records as may be applicable, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with instructions provided and to be provided by County, to the

extent reasonably practical under current Housing Authority records systems, and as determined by mutual agreement. Said instructions may include requirements as to the length of time such records are to be retained. To the extent permitted by applicable laws and regulations, Housing Authority will cooperate with County in the preparation of, and will furnish any and all information reasonably required for reports to be prepared by County as may be required by the rules, regulations, or requirements of County or of any other governmental entity. To the extent permitted by law and regulation, Housing Authority will also permit access to all books, accounts, or records relevant to this Agreement to County or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract for a period of five years following expiration of the Agreement.

5. Housing Authority shall maintain, at all times during the term of this contract, the insurance and bonding documentation described in Exhibit C to this contract, and shall comply with all other requirements set forth in that Exhibit.

6. To the fullest extent permitted by law, Housing Authority 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, for the death or injury to any person or persons (including employees of Housing Authority or County) or damage of any property (including property of Housing Authority or County) which arises out of or is in any way connected with the performance of this agreement (collectively "Liabilities") except where such liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

7. County shall indemnify Housing Authority, its officers, and employees, against any and all liability for injury or damage caused by any act or omission of County or any of County's employees or volunteers in the performance of this contract to the extent same is caused by its negligence, and County shall hold Housing Authority harmless from any and all loss occasioned in the performance of, or otherwise arising out of, this contract, to the extent same is caused by the negligence of the County, its officers, employees, or agents.

8. None of the work to be performed by Housing Authority shall be subcontracted without the prior written consent of County. Housing Authority 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 Housing Authority is for the acts and omissions of persons directly employed by it. Housing Authority shall not transfer any interest in this contract (whether by assignment or novation) without the prior written approval of the 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.

9. It is expressly agreed that in the performance of the services hereunder, Housing Authority shall be deemed at all times an independent contractor. Neither the Housing Authority nor any of its employees shall by virtue of this contract be an employee of County for any purpose whatsoever, nor shall Housing Authority or its employees be entitled to any of the rights, privileges, or benefits of County employees. Housing Authority has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting Housing Authority in the performance of its services hereunder. Housing Authority shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters.

10. Housing Authority agrees to maintain the confidentiality of any information which may be obtained with this work, subject to the requirements of the Public Records Act and other applicable laws. County shall maintain the confidentiality of information furnished by Housing Authority to County, subject to the requirements of the Public Records Act.

11. If Housing Authority shall fail to fulfill in timely and proper manner its obligations under this contract, or if Housing Authority shall violate any of the covenants, agreements, or stipulations of this contract, County shall thereupon have the right to terminate this contract by giving written notice to Housing Authority of such

termination and specifying the effective date of such termination, provided however that such failure or violation is not caused by or the result of either: the County's failure to perform its duties under this Agreement in a timely and/or proper manner; or events or circumstances beyond the reasonable control of the Housing Authority. Without prejudice to the foregoing, Housing Authority agrees that if, prior to the termination or expiration of this contract, upon any final or interim audit by County, County finds that the Housing Authority has failed to exercise due care in fulfilling its obligations under this contract in a timely and proper manner in accordance with HUD standards and regulations, that Housing Authority 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 amounts remain undisbursed by County to Housing Authority 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 Housing Authority 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 Housing Authority. Prior to terminating this Agreement, or withholding or deducting funds, under the preceding sentence, County shall consult with HUD regarding County's determination that Housing Authority has failed to exercise due care in fulfilling its obligations under this contract in a timely and proper manner in accordance with HUD standards and regulations. Anything in this or any other contract between the County and Housing Authority notwithstanding, County or Housing Authority shall have the right to terminate this contract with or without cause at any time upon giving at least 30 days' written notice prior to the effective date of such termination.

12. Housing Authority shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in performing any of the work covered by this contract.

13. County shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in performing any of the work covered by this contract.

14. County shall assign a liaison to Housing Authority with respect to the performance of this contract. If any adjustment in the budget which is part of Exhibit A of this contract is requested by Housing Authority, such adjustment may be made upon receipt by Housing Authority of the written approval of the liaison. Such budget adjustment shall not alter (1) the basic scope of services or other performance to be provided under this contract, (2) the time of performance of any act hereunder, or 3) the total amount of money allocated hereunder.

15. All notices, requests, demands, instructions, reports, or any other written communications in connection with this contract shall be sufficiently given and shall be deemed given on the second day following the date on which the same have been mailed, postage prepaid, addressed as follows:

If to County:

County of Alameda  
224 West Winton Ave., Room 108  
Hayward, CA 94544  
Attention: Housing Director, Housing and Community Development Department

If to Housing Authority:

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501  
Attention: Executive Director

16. Housing Authority agrees to comply with all requirements which are now, or which may hereafter be, imposed by the U.S. Department of Housing and Urban Development for the Shelter Plus Care PRA Program. Housing Authority agrees to comply with all requirements which may be imposed by County Shelter Plus Care Program to the extent reasonably practicable and consistent with HUD standards and by mutual agreement. If additional requirements which are not now known are imposed by either HUD or County, County and Housing Authority may renegotiate work items under Exhibit A to possibly eliminate

services or obligations that are not required by HUD. Housing Authority agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County. Further, Housing Authority agrees that upon the return of any rental assistance funds granted, loaned, or otherwise distributed by the Housing Authority that County paid to Housing Authority under this contract, or the receipt of any funds by the Housing Authority as a direct result of any funds granted, loaned, or otherwise distributed by the Housing Authority that County paid to Housing Authority under this contract, Housing Authority shall return the funds to County, unless County otherwise directs in writing.

17. Housing Authority agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, disability, ancestry, familial status, or age 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 to Housing Authority by County pursuant to this contract. County agrees to same.

18. Housing Authority will not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, handicap, national origin, ancestry, age, or religion. Housing Authority will take affirmative action to assure that applicants are employed and employees are treated during employment without regard to race, color, sex, sexual orientation, handicap, national origin, ancestry, age or religion, with the goal being that the ethnic composition of the contractor's work force component for the project or service will approximate the ethnic composition of the population of Alameda County. Such action shall include, but not be limited to, employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay or forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training, and on-the-job training. Housing Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this non-discrimination clause.

19. Housing Authority and Housing Authority's employees shall comply with the HUD-required County's policy of maintaining a drug-free work place, as specified in this paragraph. Neither Housing Authority nor Housing Authority's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Housing Authority becomes aware of such activity, it shall immediately take swift action to correct it. If Housing Authority or any employee of Housing Authority is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Housing Authority within five working days after Housing Authority receives notice of such thereafter shall notify the head of the County department/agency for which the contract services are being performed. Violation of this provision shall constitute a material breach of this agreement.

20. Housing Authority shall not, during the term of this Agreement, without obtaining the written consent of County, permit any member of the governing board of the Housing Authority to perform for compensation any administrative or operational functions for the Housing Authority with respect to the performance of this agreement (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions). Such consent shall be obtained in writing by Housing Authority from the Housing Authority's liaison with County. The liaison may consent if the liaison determines such performance to be fair or reasonable. Should the liaison refuse to consent within three weeks of receipt of the request therefore, then Housing Authority either shall comply with the liaison's decision, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event, the performance of such functions may continue until the Board of Supervisors has decided the matter. The Housing Authority shall comply with such Board decision. Housing Authority shall not, during the term of this Agreement, with respect to the performance of this Agreement, without having promptly disclosed the same to County in writing:

1. Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Housing Authority; or

2. Contract for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Housing Authority; or
3. Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Housing Authority has a substantial personal financial interest.

Such disclosure shall be by a writing addressed to the Housing Authority's liaison with County; should said liaison object to such employment or contracting in a writing to the Housing Authority within three weeks of receipt of the disclosure, then Housing Authority either shall not permit such employment or contracting as so disclosed, or shall file a letter with the Clerk of the Board of Supervisors protesting the liaison's decision. In that event said employment or contracting may continue until the Board of Supervisors has decided the matter. The Housing Authority shall comply with such Board decision. Housing Authority shall not during the term of this Agreement, permit any member of the governing board of the Housing Authority to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board, and said member shall not participate in board discussion or action such matter.

21. Contract is contingent upon funding from the U.S. Department of Housing and Urban Development. County anticipates annual renewal funding from the U. S. Department of Housing and Urban Development to support annual augmentation of funds to Contractor. Contract may be terminated by County should federal funding for this program become unavailable.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first mentioned above.

COUNTY OF ALAMEDA

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

BY \_\_\_\_\_  
President, Board of Supervisors


BY   
Michael Pucci, Executive Director

Date: \_\_\_\_\_

Date: 9/22/10

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

701 Atlantic Avenue, Alameda, CA 94501  
Address

BY   
Andrea Weddle  
Senior Deputy County Counsel

(510) 522-8422  
Telephone  
94-6003048  
Federal ID

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.



EXHIBIT A  
HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
SHELTER PLUS CARE PRA PROGRAM  
SCOPE OF WORK/ACTIVITIES  
For Services Provided August 1, 2010 through July 31, 2011

A. The Housing Authority will provide the following services to administer rental assistance under the Shelter Plus Care PRA component, located at Alameda Point and including 14 rental units, according to Shelter Plus Care requirements, as finally determined by County, upon direction of the County to begin services:

1. Conduct initial and annual verification of participant income and family composition for each PRA household assigned to the Housing Authority;
2. Provide information to the County and PRA housing providers on tenancy and occupancy requirements;
3. Conduct initial and annual inspections of each housing unit for compliance with Housing Quality Standards;
4. Calculate tenant rent and housing subsidy payments for each PRA unit;
5. Prepare and ensure execution of S+C PRA Lease Addendums and approve PRA housing provider Leases;
6. Process rental assistance subsidy payments to PRA housing providers on a monthly basis in accordance with Shelter Plus Care Regulations and Memorandums of Understanding (MOU's) between the County of Alameda and PRA housing providers;
7. Process security deposit payments to PRA housing providers, upon direction of the County of Alameda, or operate a security deposit guarantee program to provide coverage for damages as negotiated and agreed to with County, in accordance with the Shelter Plus Care Program procedures and policies;
8. Process Notices of Intent to Vacate and Terminations of Subsidies;
9. Conduct annual inspections of units under contract and process annual recertifications, contract renewals and rent adjustments in accordance with Shelter Plus Care Program policies and procedures;
10. Collect and produce occupancy, rent, and rental assistance data, on a monthly basis as required to draw down funds from HUD;
11. Gather and provide information for reports to HUD and County, including demographic data on participants for program monitoring purposes. County will notify AHA as soon as County becomes aware that information is required from HUD and parties will mutually determine methods and forms of collection and reporting, as practical within the scope of AHA computer-based records systems. AHA will make good faith efforts to provide information requested in a timely manner. County will, to the extent possible, provide a minimum of four weeks notice of information requested;
12. Participate in the Alameda Countywide Homeless Management Information System (InHOUSE) for Alameda Point S+C participants and Alameda Point S+C data collection, data entry, and other related HMIS functions to the extent required by applicable federal regulations and as determined by County.

13. Such other services as may be needed in the judgment of the Housing Authority to administer the Shelter Plus Care PRA rental assistance.

B. County shall:

1. County shall select PRA housing providers and PRA housing sites;
2. County shall provide Housing Authority with copies of MOU's referenced in A. 6 above that includes name of PRA housing organization, provider tax identification number, housing sites, and amount of rental subsidy funding available.

## EXHIBIT B

### TERMS AND CONDITIONS FOR PAYMENT

1. County shall pay Housing Authority for services in accordance with the scope of work in Exhibit A during the period beginning August 1, 2010 and ending July 31, 2011 and in accordance with the conditions set forth below in items 2 through 8. Eligible costs to be reimbursed must be incurred during the period of August 1, 2010 through July 31, 2011.
2. Up to \$261,019.00 shall be available under this contract to reimburse the Housing Authority for rental assistance payments and damage claims, or security deposits or security deposit loan guarantees paid by the Housing Authority on behalf of eligible Shelter Plus Care participants.
3. Up to \$11,348.00 shall be available for administration of this rental assistance program by the Housing Authority. The Housing Authority shall bill a maximum of \$945.67 in any given month for administrative costs.
4. Housing Authority shall submit invoices monthly and shall include supporting documentation for the costs invoiced in a form agreed to by the Housing Authority and County. Invoices shall be submitted no later than 30 days after the close of the period for which the Housing Authority is invoicing and no later than 30 days after the close of the contract period with a final reconciliation for the contract period. Invoices shall be reviewed by a liaison assigned to monitor this contract and shall be approved by the Housing Director or her designee.
5. Housing Authority may request an advance at the start of the contract, not greater than one twelfth of the total amount of the contract. Any advance shall be provided in accordance with County policy for such advances and in accordance with all requirements which are now, or which may hereafter be, imposed by the U.S. Department of Housing and Urban Development for the Shelter Plus Care PRA Program. Housing Authority shall be responsible for providing documentation for the use of the advance, and shall be required to return to County any excess funds not expended as provided for above.
6. Total payment under the terms of this contract shall not exceed \$272,367.00.
7. Any interest earned on Shelter Plus Care funds is the property of the Shelter Plus Care Program and shall be returned to County not less than quarterly. Any funds returned to the Housing Authority from clients or vendors shall be returned to the County or shall be used by the Housing Authority to cover Shelter Plus Care expenses and be reduced from Housing Authority billing.
8. With respect to Item 4. above, Housing Authority shall provide to the County of Alameda monthly Payment Request Calling Guide and Verification Forms or equivalent reports as required by HUD for each PRA housing provider along with a summary cover invoice to draw down rental assistance subsidy payments.

## EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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. 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
<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 Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Personal 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 and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</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 Agreement, 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 Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <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>	

# CERTIFICATE OF COVERAGE

ISSUE DATE (MM/DD/YY)

**6/01/10**


<b>PRODUCER</b>  HOUSING AUTHORITIES RISK RETENTION POOL 7111 NE 179 <sup>TH</sup> STREET VANCOUVER, WASHINGTON 98686 (360) 574-9035 (360) 574-9401 FAX	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>COVERED ENTITY</b>  HOUSING AUTHORITY OF THE CITY OF ALAMEDA 701 ATLANTIC AVENUE ALAMEDA, CA 94501	<p style="text-align: center;"><b>COMPANIES AFFORDING COVERAGE</b></p> <p>COMPANY <b>HARRP</b>  <b>HOUSING AUTHORITIES RISK RETENTION POOL</b></p> <p>LETTER A</p> <p>COMPANY LETTER B</p>

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENTS WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS
A	<b>GENERAL LIABILITY</b>	005-PLEAF	07/01/10	07/01/11	<b>GENERAL AGGREGATE</b> \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				<b>EACH OCCURRENCE</b> \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				<b>FIRE DAMAGE (any one fire)</b> \$ 2,000,000
	<input type="checkbox"/> OWNERS'S & CONTRACTOR'S PROT.				<b>MEDICAL EXPENSES</b> EXCLUDED
A	<b>AUTOMOBILE LIABILITY</b>	005-PLEAF	07/01/10	07/01/11	<b>COMBINED SINGLE LIMIT</b> \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				<b>BODILY INJURY (PER PERSON)</b> \$1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				<b>BODILY INJURY (PER ACCIDENT)</b> \$1,000,000
	<input type="checkbox"/> HIRED AUTOS				<b>PROPERTY DAMAGE</b> \$1,000,000
<input type="checkbox"/> NON-OWNED AUTOS					
A	<b>OTHER</b>				
	<b>ERRORS &amp; OMISSIONS</b>	005-PLEAF	07/01/10	07/01/11	\$2,000,000 / Occurrence / Aggregate, 10% Deductible

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

AS RESPECTS: SHELTER PLUS CARE AGREEMENT, Alameda, California, Per the interest of the CERTIFICATE HOLDER / **ADDITIONAL COVERED PARTY** As shown below. Coverage applies only to negligence and willful misconduct alleged to be caused solely by the Housing Authority while administering the Housing Assistance Program for Alameda County.

<b>CERTIFICATE HOLDER</b>  ALAMEDA COUNTY HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT 224 W. WINTON AVENUE, ROOM 108 HAYWARD, CA 94544  Eileen De Guzman Fax: 510-670-6378	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE    WILLIAM E. GREGORY, EXECUTIVE DIRECTOR

**ENDORSEMENT**

**COVERED ENTITY: HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
701 ATLANTIC AVENUE  
ALAMEDA, CALIFORNIA 94501  
MEMBER NO.: 005-PLEAF  
**COVERAGE PERIOD: 07/01/10 - 07/01/11**

**LOCATION:** AS RESPECTS:  
  
**SHELTER PLUS CARE AGREEMENT**  
**ALAMEDA, CALIFORNIA**

**LIABILITY/E&O:** IT IS HEREBY AGREED THAT THE FOLLOWING IS INCLUDED  
AS **ADDITIONAL COVERED PARTY(IES)** AS RESPECTS THEIR  
INTEREST IN THE PROPERTY(IES) NAMED ABOVE:

**ALAMEDA COUNTY HOUSING**  
**& COMMUNITY DEVELOPMENT DEPARTMENT**  
224 W. WINTON AVENUE, ROOM 108  
HAYWARD, CALIFORNIA 94544

This coverage applies only to negligence and willful misconduct  
alleged to be caused solely by the Housing Authority while  
administering the Housing Assistance Program for Alameda County.

*ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED*



6/01/10  
DATE

\_\_\_\_\_  
WILLIAM E. GREGORY, EXECUTIVE DIRECTOR  
HOUSING AUTHORITIES RISK RETENTION POOL



**California Housing Workers' Compensation Authority**  
 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833 (916) 244-1100

**Certificate of Coverage**

**NO: 2010 – 18 - 00W**

Covered Member: Housing Authority of the City of Alameda  
 701 Atlantic Avenue  
 Alameda, CA 94501

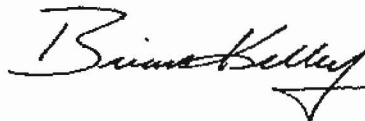
This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the coverage below. The coverages provided are subject to all the terms, exclusions and conditions of such coverages. Limits shown below may have been reduced by paid claims.

TYPES OF COVERAGE	COVERAGE NUMBER	COVERAGE PERIOD	LIMITS OF COVERAGE
WORKERS' COMPENSATION	CHWCA 2010-18	1/1/2010 – 12/31/2010	\$500,000 SIR
	Safety National SP 4042234	7/1/2010 – 7/1/2011	STATUTORY
EMPLOYERS' LIABILITY	CHWCA 2010-18	1/1/2010 – 12/31/2010	\$500,000 SIR
	Safety National SP 4042234	7/1/2010 – 7/1/2011	\$1,000,000 limit excess

Description of Operations/Locations Covered; Special Items of Restrictions:

**PROOF OF WORKERS' COMPENSATION COVERAGE**

Cancellation:

PREPARED FOR:    	Should any of the above described coverages be cancelled before the expiration date thereof, CHWCA will mail 30 days written notice of the certificate holder named to the left, but failure to mail such a notice shall impose no obligation or liability of any kind upon CHWCA, its agents or its representatives.  AUTHORIZED REPRESENTATIVE: 
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## EXHIBIT D

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

#### PURPOSE

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

In all contracts for work in connection with a Community Development project, the following clause (referred to as the Section 3 Clause), will be included:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but not before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR: Housing Authority of the City of Alameda

Services to be Provided: Provision of Shelter Plus Care Rental Assistance

Contract Amount: \$272,367.00

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

  
Name and Title

\_\_\_\_\_  
Date

## EXHIBIT E

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

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

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

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

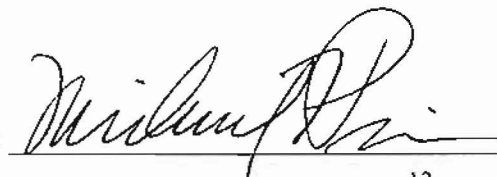
Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Housing Authority of the City of Alameda

PRINCIPAL: Michael Pucci TITLE: Executive Director

SIGNATURE: \_\_\_\_\_



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

9/22/10