



# ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Agenda Item \_\_\_\_\_ April 23, 2019

Chris Bazar  
Agency Director

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

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[www.acgov.org/cda](http://www.acgov.org/cda)

April 9, 2019

Honorable Board of Supervisors  
Administration Building  
Oakland, California 94612

Dear Board Members:

**SUBJECT: ACCEPT AWARD OF \$350,731 FROM THE STATE OF CALIFORNIA AND APPROVE COMMUNITY-BASED ORGANIZATION PROCUREMENT CONTRACT FOR THE STATE EMERGENCY SOLUTIONS GRANTS PROGRAM**

**RECOMMENDATIONS:**

- A. Accept award of \$350,731 from the State of California Department of Housing and Community Development (State HCD) for the Fiscal Year 2018-2019 Emergency Solutions Grants (ESG) Program; and
- B. Approve Community-Based Organization (CBO) procurement contract No. 18022 with Cornerstone Community Development Corporation dba Building Futures with Women and Children (BFWC); (Principal: Liz Varela; Location: San Leandro) to provide rapid re-housing and emergency shelter activities for the term of 4/1/2019 through 6/30/2020, in the total amount of \$340,883.

**DISCUSSION/ SUMMARY:**

State HCD administers the ESG Program for non-ESG entitlement jurisdictions in Alameda County (the cities of Alameda, San Leandro, Union City, Fremont, Livermore and Pleasanton) with funding received from the U.S. Department of Housing and Urban Development (HUD). State HCD has established block grant allocations to local Continuums of Care (CoC), and a process to fund local government agencies, called "Administrative Entities" (AE), to administer the ESG funds on State HCD's behalf. The Community Development Agency's (CDA) Housing and Community Development Department (HCD) is the Administrative Entity for the non-entitlement ESG grant in Alameda County.

On July 24, 2018, your Board approved Resolution No. R-2018-217 (Item No. 25), which authorized HCD to apply for an allocation of funds not to exceed \$350,731 from State HCD for the Fiscal Year 2018-2019 ESG Program. The Resolution also authorized the Director of the Community Development Agency or designee to execute all necessary documents, to apply for the grant, and accept the grant if awarded upon approval as to form by County Counsel. On September 6, 2018, HCD submitted the application for State ESG funds.

On March 14, 2019, HCD received an award notification for a total of \$350,731 for FY2018-2019 in ESG funds from State HCD. Of this, \$204,530 is available for

Emergency Shelter (ES) operations and services and \$136,353 is available for Rapid Rehousing over the two-year grant period. The remaining \$9,848 is administration funds.

HCD used a Request for Proposals (RFP) process to select service providers for ESG FY2018 funding as required by State HCD. As a result of this process, the Housing and Community Development Advisory Committee (HCDAC) recommended funding BFWC for the first year. Second- year contracts will be contingent on satisfactory performance on the initial contracts and availability of State funds.

**SELECTION CRITERIA and PROCESS:**

*HCD issued a Request for Proposal (RFP) for the ESG FY 2018 funds, for a projected total of \$1,197,986, which encompassed emergency shelter activities, HMIS activities, rapid re-housing, and homeless prevention activities. The Notice of Funding Availability (NOFA) for the RFP was issued on March 26, 2018, with applications due on April 16, 2018. The NOFA was sent to 300 homeless-serving nonprofit organizations in Alameda County.*

*On April 16, 2018, two entities submitted applications: The City of Fremont applied for Emergency Shelter activities and Building Futures with Women and Children applied for Emergency Shelter activities, HMIS activities, Rapid Re-housing, and Homelessness Prevention Activities. The review panel consisted of two representatives from HCD, one representative from the Alameda County Health Care Services Agency (HCSA), one representative from EveryOne Home, and one city staff member of an ESG entitlement jurisdiction. Following completion of the RFP process, HCD staff presented recommendations to the Housing and Community Development Advisory Committee (HCDAC).*

*On May 8, 2018, the HCDAC recommended funding BFWC in the amount of \$828,745 for HMIS, rapid re-housing and homelessness prevention, and emergency shelter activities, and the City of Fremont in the amount of \$100,000 for emergency shelter activities. The HCDAC Committee also recommended HCD staff work with existing and recommended providers to determine interest and ability to utilize the remaining \$181,490 required minimum in the State ESG grant for rapid re-housing support and \$44,757 from the State ESG grant for additional Rapid Re-housing, Emergency Shelter and/or HMIS activities.*

*Following completion of the local ESG RFP process, the State released a NOFA for ESG funds, which included an allotment amount of \$350,731 for Alameda County. This was less than the originally anticipated amount of \$1,197,986, which was based upon the 2018 Preliminary Estimated CoC Allocation in the State's Solicitation of Interest. During the State budget process, a portion of State funds previously associated with the ESG program was reallocated into the new State California Emergency Shelter and Housing (CESH) program. HCD worked with the original selection committee members to determine how to adjust the recommendations due to the lower funding amount. The selection committee recommended that the minimum amount in the grant required to be used for Rapid Re-housing (40%) be awarded to BFWC Rapid Re-housing. They recommended that the remaining 60% of funds also be awarded to BFWC for on-going emergency shelter. Receiving a grant for less than the original projection is rare, and given the severity of the homelessness crisis, the committee recommended awarding the funds to BFWC to reduce the fiscal impact and loss of on-going emergency shelter operations. The committee also recommended consideration of funding assistance from CESH funds towards remaining unfunded ESG projects*

*which had been selected locally. These amounts were included in the CESH application (approved by your Board on October 2, 2018, Item No. 16) and submitted to the State on October 15, 2018.*

*BFWC is a non-profit community-based organization and is also a certified SLEB, certification #07-91114, expiring 11/30/19. HCD will work with contractor to ensure completion of re-certification process prior to the certification expiration.*

**FINANCING:**

Funding for the contract is included in CDA's FY 2018-2019 budget (\$120,000) and will be requested in the FY 2019-2020 budget request (\$220,883). The encumbered amount may need to be adjusted during the contract term in order to meet the changing needs of the program. Unused funds from the grant 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 contractors, HCD makes draws on the 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 schedules. HCD will make adjustments at year's end to the unused appropriations and budget rollovers in conformance with grant reimbursement guidelines. Funds for these emergency shelter, rapid re-housing, and prevention services are from Federal Emergency Solutions Grant funds through the State. This is ongoing funding 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 acceptance of the ESG grant meets the 10X goal pathway to **Eliminate Homelessness** in support of our shared vision of **Thriving and Resilient Populations** and **Safe and Livable Communities**.

Very truly yours,

DocuSigned by:  
  
Chris Bazat, Director  
Community Development Agency

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

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

Board of Supervisors  
April 9, 2019  
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**CONTRACT  
BY AND BETWEEN  
CORNERSTONE COMMUNITY DEVELOPMENT CORPORATION  
(DBA BUILDING FUTURES WITH WOMEN AND CHILDREN)  
AND  
THE COUNTY OF ALAMEDA**

THIS AGREEMENT, made and entered into on April 1, 2019, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "COUNTY" and Cornerstone Community Development Corporation, a California nonprofit corporation DBA Building Futures With Women and Children (BFWC), hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

Whereas, COUNTY desires to obtain provision of certain services which are more fully described in Exhibit A hereto ("Emergency Solutions Grants (ESG) Program"); and

Whereas, the COUNTY has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for an Emergency Solutions Grants (ESG) Program; and

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

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

Now, therefore it is agreed that COUNTY does hereby retain CONTRACTOR to provide ESG Rapid Re-housing and Prevention 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

The term of this Agreement shall be from April 1, 2019 through June 30, 2020.

The compensation payable to Contractor hereunder shall not exceed \$340,883 (*three hundred, forty thousand, eight hundred and eighty-three dollars*) within this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR  
CORNERSTONE COMMUNITY  
DEVELOPMENT CORPORATION  
(DBA: BUILDING FUTURES WITH  
WOMEN AND CHILDREN)

By: \_\_\_\_\_  
Signature

DocuSigned by:  
By: *Liz Varela* \_\_\_\_\_  
96EB633F103143D... Signature

Name: \_\_\_\_\_  
(Printed)

Name: Liz Varela \_\_\_\_\_  
(Printed)

Title: President of the Board of Supervisors

Title: Executive Director, BFWC

Date: 4/5/2019

Approved as to Form:  
Donna R. Ziegler

DocuSigned by:  
By: *Heather Littlejohn* \_\_\_\_\_  
4F16CF9B888B421...  
Heather Littlejohn  
Deputy County Counsel

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

94 - 3100741  
Tax Identification Number

## GENERAL TERMS AND CONDITIONS

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

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

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

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

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected

with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.



6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would

conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

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

To Contractor: CORNERSTONE COMMUNITY DEVELOPMENT CORPORATION (DBA BUILDING FUTURES WITH WOMEN AND CHILDREN)  
1395 Bancroft Avenue  
San Leandro, Ca 94577  
Attn: Executive Director, BFWC

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 ESG Shelter Services shall not exceed \$340,883 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**  
Contractor is certified as a small business, Certification Number 07-91114 expiring 11/20/19 and an approved Federal Funds SLEB waiver, #F1333 expiring 6/30/19. 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 Alameda County 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 Alameda County Contract Compliance System contact OCC via e-mail at [ACSLEBcompliance@acgov.org](mailto: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 an additional year 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**

- 1. Delete EXHIBIT E, County of Alameda Contract Compliance Reporting Requirements, does not apply as Contractor is a certified SLEB and has an approved Federal Funds SLEB Waiver.

County Counsel Signature:  \_\_\_\_\_  
DocuSigned by:  
Heather Littlejohn  
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**EXHIBIT A**

EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM  
CORNERSTONE COMMUNITY DEVELOPMENT CORPORATION  
DBA BUILDING FUTURES WITH WOMEN AND CHILDREN  
APRIL 1, 2019 THROUGH JUNE 30, 2020

**DEFINITION OF SERVICES**

1. CONTRACTOR shall provide Rapid Re-housing and Emergency Shelter services, as further specified in this Exhibit and in Exhibit B, for at least 20 unduplicated homeless households (rapid re-housing) and at least 168 households (emergency shelter) who are assessed through Alameda County's Coordinated Entry System (CES) for the residents in the cities of Alameda, Fremont, Hayward, Livermore, Pleasanton, San Leandro and Union City.
2. CONTRACTOR shall use funds provided under this contract as specified in this Exhibit and Exhibit B. Funds shall not be spent for expenses other than those listed in Exhibit B without prior written approval by COUNTY.
3. All budgeted expenditures shall be limited to eligible expenses defined by the U.S. Department of Housing and Urban Development State Emergency Solutions Grants Program Regulations (24 CFR Part 576). CONTRACTOR is responsible for knowing and following these regulations.
4. CONTRACTOR shall provide at least \$340,883 in matching funds. Matching funds must be eligible under State ESG regulations pursuant to 24 CFR 576.201. Funds used to match a previous State ESG grant or State ESG funds from other sources may not be used.
5. CONTRACTOR shall expend all funds provided under this contract by June 30, 2020.

**Rapid Re-housing and Prevention**

1. CONTRACTOR shall provide the following services to administer the Rapid Re-housing project according to the State ESG Program requirements (24 CFR 576.104) including, but not limited to:
  - a. Provide rental assistance (i.e., financial rent subsidies) for at least 20 households.
  - b. Conduct initial and annual verifications of participant income and family composition for each household triaged through the Coordinated Entry System and identified for inclusion in the State ESG Rapid Re-housing project.
  - c. Conduct regular housing search briefings and issue rapid re-housing certificates to participants.
  - d. Provide participants and case managers with materials and assistance for conducting a housing search and referrals to interested landlords or appropriate units as available.

- e. Perform outreach to identify landlords with units available for the program and generally market the program to the rental housing community.
- f. Conduct housing quality inspections for all units for which a valid Request for Lease Approval is received.
- g. Negotiate rents for all units passing inspection. Calculate tenant rent and housing subsidy payments.
- h. Approve all leases to be executed by program participants and execute Rental Assistance Payment Contracts with landlords.
  - i. Prepare landlord payment checks. An authorized CONTRACTOR representative must sign all checks.
- j. Distribute all checks to landlords in a timely fashion, in keeping with the Rental Assistance Payment Contracts and the rent subsidy payment procedures approved by COUNTY.
- k. Provide COUNTY with monthly billing report for rental assistance payments in accordance with Rental Assistance Payment Contracts and rent subsidy payment procedures approved by COUNTY.
- l. Communicate regularly with case managers at each of the participating shelters regarding the application and entry process, program procedures, and availability of resources.
- m. Be available on an as-needed basis to consult with landlords or case managers to discuss participants' status and resolve problems, as appropriate.
- n. Process tenants' Notices of Intent to Vacate and Terminations of Rental Assistance Payment Contracts.
- o. Process re-certification, contract renewals and rent adjustments in accordance with State ESG regulations.
- p. Collect and produce occupancy, rent and rental assistance data, on a monthly basis as required to draw down funds from State ESG.
- q. Gather and provide information quarterly for reports to HUD, including demographic data on participants for program monitoring purposes. COUNTY will notify CONTRACTOR as soon as COUNTY becomes aware that information is required from the State, and parties will mutually determine methods and forms of collection and reporting.

**Emergency Shelters – Midway, and San Leandro**

1. SERVICE PROVIDER shall use funds provided under this contract, as specified in Exhibit B, for essential services and shelter operation and maintenance expenses (defined by 24 CFR 576.102) provided by its shelters (Midway Shelter located at 2181 Clement Avenue, Alameda, 94501, and San Leandro Shelter located at 1395 Bancroft Avenue, San Leandro, 94577, respectively). Funds shall not be spent for expenses other than those listed in Exhibit B without prior written approval by COUNTY.
2. CONTRACTOR shall undertake continuous quantitative and qualitative evaluation of the Scope of Services as specified in this Agreement and shall make quarterly written reports to COUNTY.
  - a. The quarterly written reports shall include, but shall not be limited to the following data elements:
    - 1) Title of program, listing of components, description of activities/operations.
    - 2) Goals - the projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.
    - 3) Beneficiaries - provide an Annual Performance Report (APR) for the duration of the quarter period, reflecting on the total number of persons-served. APR shall be extracted from the County's Homeless Management Information System (HMIS) and shall not exceed data in excess of 5% of null values. An APR is needed for each project (Rapid Re-housing, and Emergency Shelters, separately).
    - 4) Other data as required by COUNTY.
3. CONTRACTOR shall submit quarterly reports in a format approved by the COUNTY, due on June 15, 2019, September 15, 2019, December 15, 2019 and March 15, 2020.
4. Invoices can only cover costs incurred between April 1, 2019 and June 30, 2020.
5. CONTRACTOR project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Liz Varela, Executive Director

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.

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

**EXHIBIT B**

**PAYMENT TERMS**

- COUNTY will use its best efforts to make payment to CONTRACTOR upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

<b>Grant Line Item</b>	<b>Amount</b>	
<b>Rapid Re-Housing Activities</b>		
Short- and Medium-Term Rental Assistance for at least 20 households (including staff, operations, and financial assistance)	\$136,353	
<b>Total for Rapid Re-Housing Activities</b>		<b>\$136,353</b>
<b>Emergency Shelter Activities for Midway Shelter</b>		
Essential Services (Staff Costs) and Shelter Operations (Non-Staff Costs)	\$102,265	
<b>Total for Emergency Shelter Activities for Midway Shelter</b>		<b>\$102,265</b>
<b>Emergency Shelter Activities for San Leandro Shelter</b>		
Essential Services (Staff Costs) and Shelter Operations (Non-Staff Costs)	\$102,265	
<b>Total for Emergency Shelter Activities for San Leandro Shelter</b>		<b>\$102,265</b>
<b>TOTAL CONTRACT</b>		<b><u>\$340,883</u></b>

- Invoices will be reviewed for approval by the COUNTY, Housing Director or her designee.
- CONTRACTOR's administrative procedures must be in compliance with the following regulations:

- A. 24 CFR 576.106 (Short-term and medium-term rental assistance)
  - B. 24 CFR 982.507
  - C. 25 CCR 8403 (i)
4. Total payment under the terms of this Agreement will not exceed \$340,883 (*three hundred, forty-thousand, eight hundred and eighty-three dollars*). This cost includes all taxes and all other charges.
5. Upon award of this Agreement by COUNTY, COUNTY and CONTRACTOR shall forthwith 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.
6. Upon notice to proceed from COUNTY, CONTRACTOR shall perform in accordance with the following schedule:
- a. Begin full scope of Housing Program Services April 1, 2019
  - b. Submission of quarterly reports by the 15<sup>th</sup> of each quarter month
  - c. Submission of monthly invoices no later than 30 days after month being invoiced
  - d. Submission of annual report July 30, 2020



**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
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</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</b>	<b>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</b>	<b>Professional Liability/Errors and Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>E</b>	<b>Directors and Officers Liability</b> Including Employment Practices Liability	\$1,000,000 per occurrence
<b>F</b>	<b>Employee Dishonesty (ED) and Crime (C)</b> (ED) Required only if a significant amount of funding is advanced to contractor.	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
<b>G</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, and Professional 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. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives.</li> <li><b>DURATION OF COVERAGE:</b> 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li><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><b>SUBCONTRACTORS:</b> 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.</li> <li><b>JOINT VENTURES:</b> 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"> <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. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><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 required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**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.

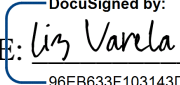
If there are any exceptions to this certification, insert the exceptions in the following space.

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: Building Futures with Women and Children

PRINCIPAL: Liz Varela TITLE: Executive Director

SIGNATURE:  \_\_\_\_\_ DATE: 4/5/2019 \_\_\_\_\_  
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