



Request for Proposals (RFP)

Safe Parking and Homeless Day Center Services

Alameda Point

Alameda, CA 94501

City of Alameda

Community Development Department

950 West Mall Drive

Alameda, CA 94501

RFP Issue Date	Wednesday, April 22, 2020
Mandatory Site Visit	Wednesday, April 29, 2020, 10:00 a.m.
Requests for Information (RFI) Deadline	Tuesday, April 28, 2020, 12:00 p.m.
Proposal Submission Deadline	Wednesday, May 6, 2020, 2:00 pm

Point of Contact:

Ana Bagtas

abagtas@alamedaca.gov

(510) 747-6883

I. INTRODUCTION

The City of Alameda (City”) is a municipal corporation in Alameda County, California. It is located on Alameda Island and Bay Farm Island, and is adjacent to and west of Oakland and east of San Francisco, California. Alameda Point located in the City is a portion of the former Naval Air Station Alameda that was closed in 1997. Alameda Point is currently home to over 1,000 employees and over 100 business and an emerging new housing development, which includes affordable senior and family housing.

As a former Navy base, Alameda Point also has many old, vacant Navy buildings and surface parking lots. One of those buildings, 431 Stardust, is being updated to be used as a day center/drop-in center (Day Center) for unsheltered Alameda residents, and the adjacent parking lot will be the location of a safe parking lot program (Safe Parking Program) for unsheltered residents living in their cars or van. However, no RVs or trailers will be allowed to park in the Safe Parking Program lot.

As of 2018, the City has a total population of approximately 79,000. In January 2019, based on the biennial Point-in-Time (PIT) count, 231 individuals experiencing homelessness in the City of Alameda were identified. Based on this PIT count, the City received \$756,524 in State Homeless Emergency Aid Program (HEAP) funds to provide emergency assistance to its unsheltered residents. The Day Center and Safe Parking Program are two key initiatives to be funded with HEAP money.

The City and its community partners are committed to addressing homelessness. The City’s CARES Team (Collaboration Advancing Research, Efforts, and Supports for Alameda’s Homeless) is the City-led consortium working to address the issue of homelessness in Alameda.

A mandatory site visit is scheduled for Wednesday, April 29, 2020, at 10 am, at 431 Stardust. This required site visit provides an opportunity for proposers to walk through the Day Center building and view the Safe Parking Program lot. Proposers must attend the site visit meeting to be eligible to submit a proposal.

II. PROGRAM GOALS

Safe Parking Program

The goal of the Safe Parking Program is to provide individuals experiencing homelessness, who are living in their cars and vans, a place to legally park their vehicles in a safe, secure, sanitary and welcoming environment. Suggested overnight parking hours for the Safe Parking Program lot are Monday through Friday from 7:00 p.m. to 7:00 a.m. Individuals wishing to park their car or van in the Safe Parking Program lot will be required to adhere to a particular code of conduct and to sign an agreement to memorialize that requirement. See Exhibit A for the On Site Code of Conduct and Expectations - Safe Parking Program Agreement to be signed by each participating individuals.

Day Center

The goal of the Day Center is to provide a safe, sanitary, secure and welcoming place for homeless individuals to relax, get information, connect to services, and be supported by staff and peers. The Day Center may offer meals, showers, laundry, computers, phones charging, WiFi, and access to health care and social services. The Day Center will be open Monday – Friday from 9 a.m. to 5 p.m.

III. FUNDING AVAILABLE

Funding for the Safe Parking Program (\$150,000) and Day Center (\$160,000) are provided by HEAP through a contract administered by Alameda County. Program funding will end on March 31, 2021. All funds must be expended by the end date. Selected provider must adhere to the provisions of the City of Alameda's standard contract agreement (Exhibit C) and the City of Alameda's HEAP contract with Alameda County (Exhibit D).

IV. ELIGIBLE PROPOSERS

The RFP is open to all nonprofit organizations with experience providing health, mental health, and social services supports to the unhoused population. Eligible providers may apply to operate the Day Center, Safe Parking Program lot, or both programs. Preference will be given to applicants that propose to operate both the Day Center and the Safe Parking Program. Because of the Day Center's location at Alameda Point, preference will also be given to applicants that have an outreach plan to help clients access the program from other locations. The plan could include transportation services, such as providing bus passes or partnering with another organization that can transport clients.

V. JOINT PROPOSALS

Where two or more applicants desire to submit a single application in response to this RFP, they should do so as a prime contractor and subcontractor relationship, rather than as a joint venture or informal team. The City intends to contract only with one organization for the Safe Parking Program and one organization for the Day Center or a single organization for both programs.

VI. SUBCONTRACTORS

All subcontractors proposed by a prime contractor/applicant to carry out any portion of the scope of services will require City approval prior to contracting. The applicant must submit a specific plan for monitoring the subcontractor(s) performance of its subcontract, which requires programmatic and fiscal areas of review, potential corrective actions that will be imposed if the subcontractor is noncompliant or not performing and planned monitoring dates and timetable for resolution of findings.

VII. ELIGIBLE POPULATION

This RFP seeks to fund the Safe Parking Program and the Day Center services that will serve adults (ages 18 and over) experiencing homelessness.

Each program participant's housing status must be determined and documented according to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) Homeless Definition Final Rule (24 CFR 583;24CFR 583.301(b)).

VIII. CORE PRINCIPLES AND SCOPE OF SERVICES

The "Core Principles" governing the services provided in this RFP are included in Exhibit B. Applicants are required to adhere to the core principles for all system components funded under this RFP. The selected provider(s) must have the ability and competency to provide the following minimum service components in a manner that is consistent with the Core Principles of this RFP.

Safe Parking Program

- Participant screening, assessment, and enrollment
- Vehicle application processing and vehicle registration
- Participant check-in and check-out
- Site management
 - Security
 - Site maintenance: grounds and facility maintenance
 - Client safety
 - Vehicle monitoring
- Service coordination
- Supporting and linking clients to needed services
- Outreach and promotion of the program to the target population
- Welcoming, safe, sanitary and inclusive program

Day Center

- Program management and operation
- Site and facility maintenance
- Day center activity development and coordination
- Health and support services coordination – may include meals, case management, mobile services, housing navigation, employment, and other health and social service supports
- Outreach and promotion of the program to the target population
- Welcoming, safe, sanitary and inclusive program

IX. PROPOSAL NARRATIVE AND SCORING

Applicants are required to submit a narrative response to the following questions using the outline as it appears below. All responses must be labeled accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Proposal Review Committee (Review Committee). A non-response will result in disqualification of the proposal. Applicants will be scored based on the organization, thoroughness, and substance of the responses. A minimum score of 70% must be met to be considered for funding. Separate narrative responses must be submitted for each of the program being proposed.

1. **Applicant Experience: 20% (3 pages maximum).** Please describe your organization's experience and capability to provide the service being proposed. In your response, please include the following:
 - a. Organization's mission
 - b. Organization's experience in addressing and prioritizing equity and inclusion in program and service delivery, governance, hiring practices, etc. Include relevant program data and statistics, staff and Board of Director's demographic breakdown, and clients served.
 - c. Years of experience serving the unhoused population
 - d. Description of programs provided to unhoused populations and locations where services were provided
 - e. Other information that demonstrates your organization's capability and capacity to deliver the program being proposed

2. **Proposed Program: 40% (5 pages maximum).** Please provide a description of your proposed program and services. In your response, include the following:
 - a. Detailed description of the services to be provided – include a description of any evidence-based/evidence-informed practices that will be implemented
 - b. Description of how the proposed program/services will address and incorporate equity and inclusive practices
 - c. Approximate number of people to be served
 - d. Program hours and days
 - e. Outreach and marketing plan – include a description of how the program will be promoted to clients and how clients will get to the location and access services
 - f. Proposed staffing – include staff names, title, relevant experience, role in the proposed program, number of hours per week in the program proposed, and reporting/supervision structure
 - g. Partner organizations or subcontracts relevant to the proposed program

3. **Proposed Evaluation Plan: 10% (2 pages maximum).** Please describe your proposed evaluation plan that includes the following:
 - a. Organizational capacity for data collection and evaluation and the methods that will be used to collect the information
 - b. Specific measurable goals to assess program outcomes on clients served
 - c. Measurements and metrics that will be utilized to assess effectiveness of the services proposed

4. **Budget: 30% (use budget form on Attachment B).** Provide a comprehensive itemized budget proposal. Include a detailed statement of hourly rates for all positions, full-time employees dedicated to the proposed program, subcontracting and consulting agreements, equipment and supplies, reimbursable expenses, in-kind contributions, other funding sources, etc. The budget should clearly explain all costs related to the services provided. Total expenses should not exceed the total of all funding sources.

X. APPLICATION FORMAT AND SUBMITTAL INSTRUCTIONS

1. Proposals must be received by the date and time below. It is the responsibility of the applicant to ensure that the application and all required attachments are complete and submitted on time. Proposals, modifications, or corrections received after the specified deadline will not be considered, except if such modifications or corrections were at the City's request.
2. Only proposals submitted in the format described within this RFP will be considered. Submit proposals as PDF attachments using the standard 8-1/2" x 11" template, typed single-spaced, in 12-point typeface, with 1" margins and pages numbered consecutively.
3. A separate proposal must be submitted for each program being sought for funding.
4. A proposal may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.
5. The City may, in its sole discretion, accept or reject in whole or in part, any or all proposals, cancel, amend or reissue the RFP at any time prior to contract approval and/or waive any immaterial defect in a proposal.
6. All requests for information (RFI) must be submitted to Ana Bagtas at the email below by 12 noon on April 28, 2020. Responses to each RFI will be provided by City staff within two business days. Proposals and accompanying documents must be in pdf form and submitted electronically. A complete proposal must contain the following. Use the checklist below to ensure that all required documents are included in your proposal.

- Attachment A: Cover Page and Certification
- Narrative Response
- Attachment B: Program Budget

7. Proposals must be submitted electronically by **2:00 PM PST on Wednesday, May 6, 2020** to:

**Ana Bagtas
City of Alameda
ABagtas@alamedaca.gov**

8. The City standard form contract is attached for consideration (Attachment C). If Applicant has any questions or concerns related to any provisions of the standard form contract, questions must be submitted in writing with your response to this RFQ.

XI. TENTATIVE SELECTION SCHEDULE

Panel Interviews*	May 11, 2020
Negotiations with Highest Scorer*	Week of May 11th
Announcement of Selected Proposer*	Week of May 11
City Council Meeting to Award Contract*	May 19, 2020
Contract Start Date*	June 15, 2020

**These dates are tentative and are subject to change.*

XII. SELECTION PROCESS

Proposals received by the deadline will be reviewed by a Review Committee. The Review Committee will evaluate proposals received based upon the materials submitted in each proposal according to the following criteria:

1. Demonstrated ability, based on the organization's experience, to provide the services described in the RFP.
2. Prior experience and ability to work with City staff, local community groups and other stakeholders.

The City reserves the right, in its sole discretion, to modify or cancel the selection process or schedule at any time. Additionally, the City may seek clarification or additional information from proposers. This RFQ does not commit the City to sign an agreement, award a contract, or to pay any costs incurred in the preparation of a response to this RFQ.

ATTACHMENT A: Cover Page and Certification

Organization:			
Address:			
City:		Zip:	
Primary Contact:			
Contact Phone:		E-Mail	
Program Proposed:	Check only one: <input type="checkbox"/> Day Center <input type="checkbox"/> Safe Parking <i>Separate application must be submitted for each program proposed.</i>		
Funding Request:	\$		
Approx. Number of Clients to be Served:	<input type="text"/> Per (check one) <input type="checkbox"/> Day <input type="checkbox"/> Week <input type="checkbox"/> Month or <input type="checkbox"/> Year		
Proposed Days/Hours of Service:			

CERTIFICATION:

By signing below, I certify that to the best of my knowledge that the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency/organization to a contractual agreement. I understand that final funding by the City for any services of the type described in this RFP is based upon actual funding levels and approval of any contract by the City Council of the City.

I understand that the costs incurred in preparing and submitting this proposals for consideration by the City shall not be reimbursed.

Signature:

Date:

Name:

Title:

FOR CITY USE ONLY

Date Received:

Time Received:

Staff Signature Acknowledging Receipt of Application:

ATTACHMENT B Program Budget

PROVIDER NAME: _____

ADDRESS: _____

HEAP FUNDS REQUESTED: _____

SERVICE MONTHS & YEAR: _____

BUDGET PROPOSAL FOR (check only one; submit separate budget for each program proposed):

Day Center

Safe Parking Program

PROGRAM BUDGET

		Budget:	Budget Explanation:
Personnel Expenses:			
Employee Benefits			@ X% of salary
	Total Personnel Expenses:		
Travel Expenses:			
	Total Travel Expenses:		
Direct Program Expenses:			
	Direct Program Expenses:		
Equipment & Supplies Expenses:			
	Equipment & Supplies Expenses		
Subcontractors/Consultants:			
	Total Subcontractor Expenses:		
Indirect:			
			@X percent of budget
	Total Indirect Expenses:		
	TOTAL PROPOSED BUDGET:		

Exhibit A

Onsite Code of Conduct and Expectations SAFE PARKING PROGRAM AGREEMENT

The goal of the City of Alameda's Safe Parking Program is to provide individuals experiencing homelessness who are living in their cars and vans a place to park their vehicles in a safe, secure, sanitary, and welcoming environment. All Safe Parking Program participants are asked to observe the following guidelines and code of conduct to maintain a safe and healthy space for everyone. All participants must read and have a signed agreement on file in order to participate in the Safe Parking Program.

- Participants must be registered with the Safe Parking Program service provider contracted by the City of Alameda. Registration will include an assessment of the participant's needs and a plan to end their homelessness. A re-assessment must be conducted every 90 days.
- Participants may be enrolled in the Safe Parking Program for up to six months.
- Registered participants will be issued a registration card per vehicle that must be displayed on the dashboard of the vehicle at all times while parked in the Safe Parking Program area.
- Participants may park in the Safe Parking Program area only during operating hours.
- Vehicles must exit the Safe Parking Program area at the end of the program operating hours.
- No long-term parking is allowed in the Safe Parking Program area.
- No weapons are allowed in the Safe Parking Program area.
- No violence of any type is tolerated in the Safe Parking Program area.
- All conflicts must be resolved in a peaceful manner.
- Degrading ethnic, racist, sexist, or homophobic remarks and actions are not acceptable and are not tolerated in the Safe Parking Program area.
- No physical punishment, verbal abuse, or intimidation will be tolerated in the Safe Parking Program area.
- No theft will be tolerated in the Safe Parking Program area.
- No loitering around or in the in the Safe Parking Program area is permitted.
- No public use of drugs or alcohol in or around the in the Safe Parking Program area is permitted.
- No distribution or sale of drugs or alcohol in or around the in the Safe Parking Program area is permitted.
- No open flames or other burners are allowed in and around the Safe Parking Program area.

WITHIN THE NEIGHBORHOOD AND SURROUNDING AREAS, THE FOLLOWING GUIDELINES MUST BE FOLLOWED:

- No camping, curbside, or street living.
- No loitering or trespassing.
- No drug or alcohol dealing or using.
- No dumpster diving.
- No vandalism, defacing, or destruction of property.
- No violation of parking rules.

WITHIN THE SAFE PARKING PROGRAM AREA, THE FOLLOWING GUIDELINES MUST BE FOLLOWED:

- Maintain a safe and clean site throughout the entire area:
 - Immediately surrounding your vehicle;
 - Common areas; and
 - Outside and around the Safe Parking Program area.
- Be able and willing to maintain personal hygiene.
- Be able to independently clean-up after yourself, and maintain the cleanliness of common areas and hygiene facilities.
- Keep your personal belongings within your vehicle so that there are no personal belongings outside of the vehicle.
- No urinating in bottles or other containers.
- No smoking inside vehicles.
- Exit and enter only through the Safe Parking Program main entrance.
- Sign in and out every time you leave and enter the Safe Parking Program area.
- Do not visit or enter neighboring vehicles without the permission of the occupant.
- Do not enter any of the following areas without staff permission prior to entry:
 - Site Management office; and
 - Common areas outside of hours of operation.

PARTICIPANTS MUST ABIDE BY THE FOLLOWING VISITOR GUIDELINES:

- No visitors are allowed unless by invitation of and approved by the Site Manager. Visitors may include the participant's case manager, law enforcement officer, and other approved personnel.
- Visitors must remain in the common/approved visiting areas only and must be accompanied by the participant at all times.
- No guests are allowed in the vehicle.
- No overnight guests are allowed.

PARTICIPANTS WITH PETS MUST ABIDE BY THE FOLLOWING GUIDELINES:

- Pets must be in the owner's control at all times.
- Dogs may be taken for walks around the perimeter of the Safe Parking Program area.
- Owners must clean-up after their pets.

COMMON AREAS MUST BE MAINTAINED AT ALL TIMES BY FOLLOWING THESE GUIDELINES:

- Clean-up after yourself.
- Sanitize hands.
- No propane, barbeques, open fires, or other burners are allowed.

By signing below, I agree to participate in the City of Alameda's Safe Parking Program and have read and agree to follow the guidelines and code of conduct set forth in this agreement. I understand that failure to comply with this agreement may result in my disenrollment or prohibition from participating in the Safe Parking Program. My participation in the Safe Parking Program may be discontinued at any time due to failure to comply with the guidelines and code of conduct outlined in this agreement.

Participant Name (print)

Participant Signature

Date

Exhibit B

Core Principles

Housing First

According to the webinar *Core Principles of Housing First and Rapid Re-Housing* issued by HUD and the United States Interagency Council on Homelessness (USICH), the Housing First approach is based on the following principles:

1. Housing is safe and affordable;
2. All people can achieve housing stability in permanent housing; supports may look different;
3. Everyone is “housing ready”; and
4. Improved quality of life, health, mental health, and employment can be achieved through housing.

Harm Reduction

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant’s health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant’s loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

Trauma-Informed Care

Trauma-informed care requires that every part of the program’s design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include

learning how to help clients identify triggers, express their feelings safely, use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

Cultural Competency, Racial Equity, and Inclusivity

Programs funded under this RFP must consider cultural and linguistic competency, racial equity, gender inclusivity, and other intersecting factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Proposers must demonstrate the capacity to accommodate special populations within the proposer's general population (i.e., youth, LGBT, disabled clients, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement, to policy implementation, and to service delivery procedures and philosophies. The Safe Parking Program RFP requires, at a minimum, effective communication, including, among other things, the provision of service and information in appropriate language, at appropriate educational and literacy levels, and in the context of the individual's cultural identity.

Exhibit C

City Standard Services Contract

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 20__ (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the “**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: _____. City staff issued an RFP on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs. The Provider was selected on a competitive basis based on the scoring of their submittal and their budget proposal.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for _____, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the ___ day of _____ 20__, and shall terminate on the ___ day of _____ 20__, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total one-year compensation for this Agreement shall not exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable

IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In

addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate

internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Community Development Department
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Ana Bagtas

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

f. All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda
Community Development Department
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Danielle Sullivan
Ph: (510) 747-6898 / dsullivan@alamedaca.gov

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every

kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

26. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. 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.

28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

29. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect

responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, 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 under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

30. NONDISCRIMINATION – HUD REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, 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 under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

31. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY
a (California corporation, LLP, LC,
GP, sole proprietor/individual)

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

Eric J. Levitt
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Debbie Potter
Community Development Director

APPROVED AS TO FORM:
City Attorney

Lisa Maxwell
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY
COMMERCIAL AUTO

NUMBER:

48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are “insureds” under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person or Organization:

SAMPLE

City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:
 IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABO

**AGREEMENT BY AND BETWEEN
THE COUNTY OF ALAMEDA
AND
CITY OF ALAMEDA
FOR HOMELESS EMERGENCY AID PROGRAM (HEAP) SERVICES**

THIS AGREEMENT is made and entered into this 22nd day of February 2019, by and between the County of Alameda (hereinafter referred to as "County"), and the City of Alameda, located in the County of Alameda, State of California, (hereafter referred to as "City").

WHEREAS, the County has entered into a Grant Agreement with the State of California, Homeless Coordinating and Financing Council (HCFC) for the Homeless Emergency Aid Program (HEAP) under Senate Bill 850 ("HEAP Grant Agreement"), which provides one-time flexible block grant funds to be used to address the immediate needs of homeless individuals and individuals at imminent risk of homelessness; and

WHEREAS, the County has allocated HEAP funds to the City based on the allocation formula adopted by the Board of Supervisors on November 20, 2018 and the City's declaration of a Shelter Crisis (declared October 2, 2018); and

WHEREAS, the County and City have agreed that the City will provide matching funds as specified herein; and

WHEREAS, the activities of the City under this Agreement with the County shall be governed by the conditions of the HEAP Grant Agreement; and

WHEREAS, the Parties have reviewed City's proposed projects and have determined that the projects are HEAP-eligible projects in accordance with SB 850 regulations and the conditions of the HEAP Grant Agreement;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES HEREINAFTER MADE, COUNTY AND CITY DO MUTUALLY AGREE AS FOLLOWS:

I. STATEMENT OF WORK AND COMPENSATION

- A. City shall perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A and B, incorporated herein by reference.
- B. The maximum amount of HEAP funds allocated to City pursuant to this Agreement to perform the work described in Exhibit A is seven hundred fifty-six thousand, five hundred and twenty-four dollars and no cents (\$756,524). The City must adhere to commitment and expenditure deadlines as stated in Exhibit A; failure to do so may result in a reduction in the City allocation. In the event that the HCFC reduces the HEAP allocation, the City's allocation will be reduced proportionately.
- C. City shall provide a total of two hundred and twenty-six thousand dollars, nine

hundred and fifty-seven dollars and no cents (\$226,957) in matching funds (30%) for Fiscal Year 2018-2019 and/or 2019-2020. Match funds must fund activities which support those who are homeless or at-risk of homelessness.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. This Agreement shall start on February 22, 2019 and be in effect until June 30, 2021 or until all HEAP funds allocated to City are disbursed to and expended by City, or for the duration of any regulatory agreement or contract executed in conjunction with a project financed with HEAP funds provided under this Agreement, or when all of the contract terms have been completed, whichever shall first occur.
- B. It shall be the responsibility of the City to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with the provisions of this Agreement. City shall use its best efforts to expend 100 percent of all funds allocated to it under this Agreement by March 31, 2021, the local expenditure deadline. The County will actively monitor City expenditures on a monthly basis. The County does not intend to but may extend the time for completion of the work to be performed under this Agreement in writing. Such extensions may be made in exceptional circumstances where City has made substantial progress in carrying out the programs and expending the majority of funds or when delay in the progress of work is not attributable to the negligence of the City and that such delay was due to causes beyond the control of the City. An extension will only be available if it will not cause the County to be out of compliance with HEAP rules and regulations for timely commitment and expenditure of funds.
- C. Any time extension granted to the City to enable the City to complete the work shall not constitute a waiver of rights the County may have under this Agreement.
- D. Should the City not complete the work by the scheduled date or by an extended date, granted by the County in writing, pursuant to previously stated conditions, the County shall be released from all conditions of this Agreement.
- E. Upon completion of performance under this Agreement and a determination of final costs, City shall submit to the County a certificate of completion for construction projects and a requisition for final payment for service projects, unless otherwise provided in this Agreement.
- F. As a part of this Agreement, City will provide the County with the Certificate(s) of Insurance as outlined in Exhibit C.

III. HEAP PROGRAM REQUIREMENTS

- A. City's activities and expenditures pursuant to this Agreement shall be in compliance with the HEAP Grant Agreement (dated February 6, 2019 and incorporated herein by this reference) and with Chapter 5 (beginning with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions

established under SB 850 (Chapter 48, Statutes of 2018) ("HEAP Statute").

- B. City's expenditures pursuant to this Agreement shall be for one-time uses that address immediate homelessness challenges.
- C. City shall comply with all applicable federal and state laws, rules and regulations.
- D. City shall perform work pursuant to this Agreement in accordance with federal, state and local housing and building codes, as applicable.
- E. City shall maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the City or any of its subcontractors in performing the work funded by this Agreement or any part of it.
- F. City shall provide information reasonably requested by County in order to fulfill its audit and reporting requirements pursuant to the HEAP Grant Agreement, including the information required in Exhibit C, Paragraph 5 of the HEAP Grant Agreement.
- G. In the event that HCFC terminates the Grant Agreement, this Agreement shall terminate and any unexpended funds shall be returned to County within 30 days of the written notice thereof.

IV. SUBCONTRACTS

- A. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement. Contractor shall inform County in writing of any subcontracts entered into with these funds, the amount, the scope of work, any other information the County may from time to time require.
- B. City shall include all the terms of the HEAP Grant Agreement in each subcontract.

V. BUDGET

- A. Any requested modification to the Budget attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the Alameda County Housing & Community Development Director on behalf of the County. Approval is contingent upon authorization from HCFC. Any budget modifications require the prior written approval of Alameda County Housing & Community Development Director on behalf of the County. Budget modifications shall not alter: 1) The basic scope of services (Exhibit A) required to be performed under this Agreement; 2) the time period for the services to be performed under this Agreement; and, 3) the total amount of the authorized budget of this Agreement (Exhibit A), subject to future amendments as approved by the Alameda County Housing Director.

VI. RECORDS AND REPORTS

- A. The City 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 request with regard to any such expenditure or disbursement charged by the City to monitor City's compliance with the requirements of HEAP or this Agreement.

- B. Records must be kept accurate and up-to-date. Failure of City to comply with this provision could result in termination of this Agreement or City's repayment of funds previously awarded under this Agreement. Records must be retained for at least five years following the termination or expiration of this Agreement.
- C. City will also permit access to all books, accounts, or records of any kind to County or to any other governmental entity for purposes of audit. HEAP administrative funds may be used for the performance of a financial audit.

VII. PROGRAM MONITORING AND EVALUATION

- A. City shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, State HEAP regulations, and conditions of the Grant Agreement between the County and State and the effective and efficient achievement of the Program Objectives.
- B. City shall undertake continuous quantitative and qualitative evaluation of the scope of services as specified in this Agreement and shall make monthly and annual written reports to County.
 - 1. The monthly written reports shall be submitted in the format approved and distributed by the County.
 - 2. The monthly report shall be due on the fifteenth day of the month immediately following the report month, except for the end of the program year report which is due within thirty days.
 - 3. Performance Measures – City shall provide data inputted and extracted from the Homeless Management Information System (HMIS) by project type (example: Rapid Re-housing, Homeless Prevention, Services), including but not limited to:
 - a. Number of instances of service (as defined in the September 5, 2018 HEAP NOFA, available at https://www.bcsh.ca.gov/hcfc/documents/heap_nofa.pdf, and incorporated herein by this reference), which “means each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center the next night. This counts at two instances of service for this activity.”
 - b. Number of unsheltered homeless persons becoming sheltered.
 - c. Number of homeless persons entering permanent housing.

4. Beneficiaries – City shall provide an HMIS “Annual Performance Report (APR)” report for the duration of the monthly period, reflecting the unduplicated total of persons-served (including homeless persons or persons at imminent risk of homelessness served). APR shall be extracted from the County’s HMIS and shall not exceed 5% of null values in Questions 6a-f of the APR (Data Quality Sections). APRs must be submitted for each individual project type (i.e. Rapid Re-housing, Homeless Prevention, or relevant project)
 5. Annual Report – City shall contribute qualitative and quantitative data to be incorporated into the Countywide HEAP Final Report submission, in the format approved and distributed by the County.
- C. The County shall have ultimate responsibility for project monitoring oversight and evaluation, to assist City in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making efforts towards addressing homelessness within the County.

VIII. RELIGIOUS ACTIVITY PROHIBITION

City may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded by this Agreement.

IX. REVERSION OF ASSETS

- A. Upon the expiration of this Agreement, City shall transfer to County any HEAP funds on hand at time of expiration and any accounts receivable attributable to the use of HEAP funds.

X. TERMINATION OF THIS AGREEMENT

County may terminate this Agreement in whole or in part immediately for cause, which shall include as example but not as a limitation:

- A. Failure, for any reason, of City to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with City, State and Federal laws and regulations and applicable directives;
- B. Failure to meet the performance standards contained in other sections of this Agreement;
- C. Improper use or reporting of funds provided under this Agreement; and
- D. Suspension or termination by the State of the HEAP grant to the County under which Agreement is made, or the portion thereof delegated by this Agreement.
- E. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the City and County as follows:

City
City Manager
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

County
Director
Alameda County HCD
224 W. Winton Avenue, Room 108
Hayward, CA 94544

XI. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, City 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 City or County) or damage of any property (including property of City or County) which arises out of or is in any way connected with performance of this agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

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

* * * * *

CITY OF ALAMEDA

COUNTY OF ALAMEDA

Approved as to form:

Approved as to form: Donna R. Ziegler
County Counsel

DocuSigned by:
Lisa Maxwell
By: _____
City Attorney

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

Date: 7/24/2019

Date: 7/18/2019

DocuSigned by:
Eric Levitt
By: _____
Eric Levitt, City Manager

DocuSigned by:
Chris Bazar
By: _____
Chris Bazar Director,
Community Development Agency

DocuSigned by:
Lara Weisiger
Attest: _____
City Clerk

Date: 7/18/2019

Date: 7/18/2019

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

AGREEMENT BY AND BETWEEN
THE COUNTY OF ALAMEDA
AND
THE CITY OF ALAMEDA
EXHIBIT A

Statement of Work:

- I. The purpose of the HEAP funds is to provide one-time block grant funding to address the immediate needs of homeless individuals and individuals at imminent risk of homelessness in the service area.
 - a. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

- II. Eligible uses of these funds are those established by the HEAP Statute, which include the following:
 - a. **Services:** Street outreach, health and safety education, criminal justice diversion programs, prevention services, navigation services, and operating support for short-term or comprehensive homeless services.
 - b. **Rental assistance or subsidies:** Housing vouchers, rapid re-housing programs, and eviction prevention strategies.
 - c. **Capital improvements:** Emergency shelter, transitional housing, drop-in centers, permanent supportive housing, small/tiny houses, and improvements to current structures that serve homeless individuals and families. Some communities are discussing solutions to address homelessness and the public health crisis by using funds for handwashing stations or public toilet and shower facilities.

- III. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid re-housing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

- IV. All HEAP funds provided under this Agreement must be expended by March 31, 2021.
 - a. Expended means the funds have been fully paid and receipted, and no invoices remain outstanding.
 - b. Funds not expended by this deadline must be returned to the County within 15 days and City's funds available pursuant to this Agreement will be reduced accordingly, unless substantial progress has been made towards the usage of funds. Approval must be granted by the County HCD Director.
 - c. The County will monitor expenditures on a monthly basis, to ensure all jurisdictional HEAP funds are expended by March 31, 2021, which ensures utilization of full funds by the State deadline of June 30, 2021.
 - d. **Expenditure Oversight**
 - i. 60% of HEAP funds must be expended by July 1, 2020.
 - ii. 80% of HEAP funds must be expended by December 1, 2020.

- V. **Restrictions on Use of HEAP Funds**
 - a. Funds provided under this Agreement may not be used for expenditures made prior to February 22, 2019.

- b. Funds provided under this Agreement shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HEAP and the eligible uses identified in Section 50214 of the HEAP Statute.
 - c. If City uses funds provided under this Agreement to pay for ineligible activities, as determined by County or by HCFC, or City shall reimburse these funds to County or HCFC, as directed.
 - d. Funds provided under this Agreement shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.
- VI. City shall utilize HEAP **rental assistance** and **subsidies** funds for the provision of rental subsidies (for homeless prevention and also for rapidly rehousing those experiencing homelessness), motel vouchers, landlord incentives, and other temporary short-term flexible funds to support obtainment of permanent housing, and promote the availability of affordable housing options, to those experiencing homelessness within the City of Alameda. This is intended to support at least 25 unduplicated individuals at risk of homelessness, and at least 32 individuals experiencing homelessness.
- a. Homeless Prevention subsidies may be provided to support households undergoing financial crisis and imminent homelessness and help retain current housing.
 - b. Rental subsidies may be provided to rapidly obtain housing for households experiencing homelessness.
 - c. Flexible housing funds must be directly related to securing or retaining housing; examples include, but are not limited to: transportation vouchers, application or credit check fees, automobile repair, utility bills payment, eviction avoidance costs, legal fees, and move-in costs.
 - d. Emergency Motel Vouchers may be used in cases of emergency (such as natural disaster), post-hospital discharge, personal safety concerns and may include other instances of immediate need of those experiencing homelessness. Vouchers are limited to a duration of no more than five days, per individual.
- VII. City shall utilize HEAP **services** funds for outreach and engagement efforts within the City's Ambassador Program, which seeks to encourage individuals experiencing homelessness to engage with current service providers.
- VIII. City shall utilize HEAP **services** funds towards the creation and implementation of a City of Alameda Homeless Hotline, which will collaborate efforts with the Outreach team to coordinate services to homeless individuals. The Alameda Homeless Hotline services will also work in conjunction with current 2-1-1 call center efforts. Reporting for these efforts will be summarized by the number of calls received and representation of the number of clients connected to services.
- IX. City shall utilize HEAP **services** funds towards the expansion of the City's existing Dine and Connect program, a collaboration with the City's community-based organizations, including faith-based partners, which provides a warm meal and service engagement opportunities for those experiencing homelessness. HEAP funds will be used to expand services to a total of two events, monthly (currently once a month). Outreach team staff members will be at each event for the purposes of enrollment within the Coordinated

Entry System of Care (CES) and connection to services.

- X. City shall utilize HEAP **services** funds for the creation of a Safe Parking program to be located three rotating sites in the City. The Safe Parking program will operate 5 nights, per week for the provision of a safe place for overnight parking for families and individuals experiencing homelessness. Up to 20 vehicles may be accommodated, per night. HEAP funds will be used to fund at least two parking attendants and grounds maintenance support to be available on site per night, which may be assigned to clients utilizing the service. The Safe Parking program is anticipated to serve at least 50 unduplicated individuals with HEAP funds.
 - a. City shall collect and report data regarding the number of service encounters provided each month (pursuant to Paragraph VII, item 3 of this Agreement).

- XI. City shall utilize HEAP **services** funds towards operations of the seasonal shelter, which is anticipated to be open 60 days per season (funds will be utilized to support two seasons) on cold and rainy nights from Winter through early Spring. This is anticipated to serve at least 80 unduplicated individuals experiencing homelessness.

- XII. City shall utilize HEAP **capital** funds towards the development of a new Day Center, which will include on-site services for those experiencing homelessness. The Day Center may also serve participants with prior justice involvement, substance use disorders, and those experiencing possible behavioral health challenges.
 - a. City shall apply \$380,000 in HEAP funds for capital activities and service operation. Capital activities may include the following: bringing the building up-to-code, building shower and laundry facilities, paving, fencing, concrete, drainage, landscaping, water, sewer systems, and electricity service connections, and other related costs.
 - b. City may also use HEAP capital funds for the development of on-site showers and/or laundry facilities.
 - c. City shall apply HEAP funds to operate the Day Center, which may include organizing daytime activities, conducting trainings, providing meals, and connecting those that are experiencing homelessness to housing, health, mental health, and social services support.

- XIII. City shall utilize \$20,000 in HEAP **capital** funds towards building an onsite shower facility at the seasonal warming shelter that will serve at least 80 individuals experiencing homelessness.

AGREEMENT BY AND BETWEEN
THE COUNTY OF ALAMEDA
AND
THE CITY OF ALAMEDA
EXHIBIT B
PAYMENT TERMS

1. City's expenditures shall be in accordance with the chart set forth below.

HEAP FUNDS		Match 30% <i>Limited to FY18-19 and/or FY19-20 funds</i>	
Services			
<i>Operational support for safe-parking solutions, outreach and engagement support (Ambassador Program), city homeless hotline, Dine and Connect services, and seasonal warming shelter</i>	\$277,015	\$226,957	
Rental Assistance			
<i>Housing subsidies for households undergoing financial crisis and imminent homelessness to help them stay housed, housing/hotel vouchers, rapid-rehousing subsidies, landlord incentives, and flexible housing funds to attain housing.</i>	\$60,596		
Capital			
<i>Shower facility at the seasonal warming shelter, development of new Day Center, start-up operations of the Day Center.</i>	\$400,000		
Administration			
<i>Administration costs related to providing services pursuant to this Agreement Administration costs may not include staff costs directly related to carrying out program activities</i>	\$18,913		
TOTAL - CITY OF ALAMEDA	\$756,524		

2. Invoices shall be reviewed by the liaison assigned to monitor this contract and shall be approved by the Community Development Agency's Director of the Housing and Community Development Department or the Director's designee. County will use its best

efforts to make payment to City upon successful completion and acceptance of the services listed within thirty (30) days upon receipt and approval of invoice. City-matching expenses shall be paid by City-specified sources through FY18/19 and/or FY19/20.

3. Total payment by the County to the City under the terms of this Agreement will not exceed the total amount of \$756,624. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and City shall forthwith jointly create a schedule governing the timely performance of City's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter City shall perform all services under this Agreement in conformance with the schedule.
5. To receive payment for the items specified above, City shall submit invoices to the COUNTY on a monthly basis with supporting documentation of actual costs incurred. Invoices should be received within 30 days of the end of each claim month. Requests received after 30 days may be delayed in processing.
6. Any adjustments made by the fiscal auditors at the year-end audit, under the AICPA guidelines and other relevant federal regulations should be brought to the attention of the COUNTY for staff reconciliation. Once the line item budget as shown in the chart above has been approved through the execution of the Contract, there can be no more than four (4) requests of adjustments to budget line item amounts during the contract period, including any final adjustments done at the end of the program year unless approved by the Community Development Agency's Director of the Housing and Community Development Department or the Director's designee.

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
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on 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. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: 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"> 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 the ISO Form named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent as set forth in the Notice provision. 	

Certificate C-1

Page 1 of 1

Form 2001-1 (Rev. 02/26/14)

G:\HCD\HOMELESS\Homeless Emergency Aid Program (HEAP)\City Agreements\Alameda HEAP Agreement.docx

WC-1352	CERTIFICATE OF COVERAGE			06/28/2018	
<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36881</p>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER			
		IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
		COVERAGE AFFORDED BY: A - See attached schedule of insurers			
		COVERAGE AFFORDED BY: B			
<p>Member: LOCAL AGENCY WORKERS' COMPENSATION EXCESS JOINT POWERS AUTHORITY: A CALIFORNIA PUBLIC AGENCY (LAWCX) MEMBER AGENCIES (AS ENDORSED) C/O JIM ELLEDGE 1750 CREEKSIDE OAKS DRIVE, SUITE 200 SACRAMENTO, CA 95833</p>		COVERAGE AFFORDED BY: C			
		COVERAGE AFFORDED BY: D			
		COVERAGE AFFORDED BY: D			
<p>Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.</p>					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2018	07/01/2019	WORKERS' COMPENSATION: Difference between Statutory and Member's \$5,000,000 Retention
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
<p>Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE FOR GRANT FUNDING FOR COUNTY GHOME CONSORTIUM.</p> <p>MEMBER AGENCY: CITY OF ALAMEDA, A MEMBER OF LAWCX</p>					
<p>Certificate Holder</p> <p>ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT ATTN: KELLY M. THIEMANN 224 WEST WINTON AVENUE, ROOM 108 HAYWARD, CA 94544-1215</p>			<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.</p>		
			<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align:center;"><i>Michael P. [Signature]</i></p> <p>CSAC EXCESS INSURANCE AUTHORITY</p>		

ALBO - HCB
 2018 JUL -5 PM 2:00

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION PROGRAM
2018/2019 SCHEDULE OF INSURERS**

**LOCAL AGENCY WORKERS' COMPENSATION EXCESS JOINT POWERS AUTHORITY: A
CALIFORNIA PUBLIC AGENCY (LAWCX) MEMBER AGENCIES (AS ENDORSED)**

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA-PE 18 EWC-32	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-018	Statutory each accident/each employee for disease excess of \$50,000,00



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

Certificate Holder and

Additional Covered Party:

County of Alameda, Its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives.
Alameda County HCD
224 W. Winton Avenue, Room 108
Hayward, CA 94544

This certifies that the coverage

Described herein has been issued to: City of Alameda

Description of Activity: Homeless Emergency Aid Program (HEAP) Agreement with the State of California Homeless Coordinating and Financing Council (HCFC).

Date(s) of Activity: 02-22-2019 to 03-31-2021

Location of Activity: Alameda, CA

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$ 500,000 excess of \$ 500,000	June 30, 2019

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

06-03-2019

Date

Authorized Signature

Tony Giles, CPCU, ARM-P, General Manager
Name and Title (Print or type)

Certificate Number: FORM140638

Form C

**LOCAL AGENCY WORKERS' COMPENSATION EXCESS
JOINT POWERS AUTHORITY
(LAWCX)**

2018-2019 MEMORANDUM OF COVERAGE

Policy Number: LAWCX 1819

DECLARATION

ITEM #1 COVERED MEMBER: **City of Alameda**
2263 Santa Clara Avenue, Room 230
Alameda, CA 94501
*Expanded Covered Members
Identified in Schedule A of MOC*

ITEM #2 COVERAGE PERIOD: FROM 7/1/2018 TO 7/1/2019
12:01 a.m. Pacific Standard Time

ITEM #3 LIMIT OF LIABILITY:

a. COVERED MEMBER'S RETAINED LIMIT:

Workers' Compensation Coverage	\$500,000
Employer's Liability Coverage	\$500,000

b. LAWCX SELF-INSURED RETENTION:

Workers' Compensation Coverage	\$5 Million Less Member's Retained Limit
Employer's Liability Coverage	\$5 Million Less Member's Retained Limit

ON BEHALF OF THE LOCAL AGENCY WORKERS'
COMPENSATION EXCESS JOINT POWERS AUTHORITY



Authorized Signature