



CONTRACTS/AGREEMENTS/GRANTS TRACKING FORM

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

Contracts and Compliance

This is your Work Order 16236 confirmation. Submitted on 12-06-2021
You have till the end of the business day to submit your documents to the office of Contracts and Compliance at 250 FHO Building, 3rd. Floor, Suite 3341.

\*\* Please print this copy and attach to your document submittal. \*\*

(All Work Order submitted after 2:00 PM of a business day will be processed on the next work day)

Date Submitted

12-06-2021

Work Order Number - 16236

Contact Department - Human Services

Resolution Number - 88416

Contract Title - PROFESSIONAL SERVICE AGREEMENT

BETWEEN THE CITY OF OAKLAND AND Housing Consortium of the East Bay (HCEB)

Recipient - city of oakland

Description - Provide support and management of a co-governed interim shelter intervention for homeless individuals.

Amendment - No

Amendment No. - 0

Amended Contract Amount - \$850,000.00

Total Amount - \$850,000.00

Start Date - 07-01-2021

End Date - 06-30-2022

Due Date - 12-06-2021

Date Contract Signed - Jan 10, 2022

When retrieving your signed contracts, please print your name and date at the bottom of this document and leave it with Contracts and Compliance. Talia Rubin

Received By: Jan 10, 2022

Received Date: JC

Initial Review By: 12/8, 12/21

Date:

# City Administrator's Contract Authority Checklist

(Purchasing Ordinance, OMC Chapter 2.04) Revised 2016



## Purchase Authority of the City Administrator (OMC §2.04.020.A).

The City Administrator's contract authority is \$250,000 for procurement, construction and services, which includes non-professional, professional, technical and scientific services, provided a competitive solicitation is done.

The City Administrator may waive the competitive process for professional services contracts up to \$50,000, upon a determination that it is in the City's best interests to waive competition.

The City Administrator's Purchasing Authority NOT Applicable - Loans, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property).

- The Purchasing Ordinance does not establish City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation.

## Pay-go Grant Authority (OMC 2.04.017).

- The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e.g., a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source.

## Purchases Subject to Appropriation of Funds (OMC 2.04.040A)

All contracts authorized by the Council or City Administrator must have prior appropriation and allocation of funds for the City programs, activities, functions or operations, which the purchase is intended to support.

## Competitive Award Process: (A) Informal, (B) Formal, (C) Request for Proposals, (D) Cooperative Agreement, (E) Bid, Or (F) Grant.

Council authorized this contract by way of **Resolution No.** 88416 **C.M.S.**, as attached.

The consultant/contractor or vendor was selected through a formal or informal competitive process as mandated?

Y	N
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Or, advertising and bidding or RFP/RFQ process was waived in **Resolution No.** **C.M.S.**, as attached.

Three (3) local **certified** firms were solicited and named as follows: \_\_\_\_\_

Y	N
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Identify the local certified firm selected ? \_\_\_\_\_

If "No" explain why? \_\_\_\_\_

Completed by Talia Y. Rubin, on this 6th day of Dec. 2021.

Signature: Contract Administrator/Project Manager



**INTER OFFICE MEMORANDUM**

**TO:** Ed Reiskin, City Administrator  
**FROM:** Sara Bedford, Human Services Department, Community Housing Services  
**DATE:** September 23, 2021  
**SUBJECT:** **Housing Consortium of the East Bay**

**Justification/Description of Deliverables:** Provide support and management of a co-governed interim shelter intervention for homeless individuals.

1. Contract Type: Amendment? Yes  No 
  - Grant Agreement       Professional Services       Construction Services
  - Memorandum of Understanding       Other \_\_\_\_\_
2. *This action in compliance with the Oakland Municipal Code- Title 2, Chapter 2.04, Article I, 2.04.050, Section I-4 relative to "contracting out". Yes  No  (If no, please attach explanation).*
3. Life of Contract/Agreement/MOU: Starting Date: July 1, 2021 Ending Date: June 30, 2022
4. Resolution Number: **88416** Resolution Date; **December 1, 2020**
5. Amount of Contract/Agreement:
  - a. Total Amount: **\$850,000**
6. Funding Source:
 

Project #: 1005315 Org #: 78411 Expenditure Type: 54919 Task: CV19 Award: 23398  
 Amount: **\$850,000**
7. All signatures must be in place prior to sign off by City Administrator:
  - a) Darin Lounds, Executive Director Housing Consortium of the East Bay
  - b) Sara Bedford, Director Human Services Department
  - c) Jennifer Logue, Deputy City Attorney
  - d) Ed Reiskin, City Administrator
6. Time Sensitive: Yes

NOTE: Please remember to attach the Schedule- T and forward an original of the document to the City Clerk and to Finance/Accounting.

\_\_\_\_\_  
 Signature of Department Head

Sara Bedford, Director  
 Human Services Department

For questions please contact Talia Y. Rubin, Program Analyst III, at 238-6590.



**SCHEDULE T  
CONTRACT SUMMARY TRANSMITTAL\***

FOR USE BY ALL CITY AGENCIES AND DEPARTMENTS FOR PROCUREMENT, CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

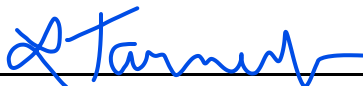
1. Agency: Human Services Department Department: Community Homelessness Services Division
2. Project Housing Consortium of the East Bay Professional Services Agreement Project Amount: FY 21-22: \$850,000
3. Budget / Funding: Project #: 1005315 Org #: 78411 Expenditure Type: 54919 Task: CV19 Award: 23398 Amount: \$850,000
4. Project Manager / Responsible Employee Name: Talia Rubin Title: Program Analyst III Phone: ext. 6590 email: trubin@oaklandnet.com
5. Supervisor / Direct Report or Alternate Employee Contact: Lara Tannenbaum, Manager Phone 238-6187 email: ltannenbaum@oaklandnet.com
6. Consultant / Contractor Name: Housing Consortium of the East Bay Professional Services Agreement
7. Address: 410 7<sup>th</sup> St., Suite 203Oakland CA 94607 Phone: (510) 832-1382 Email: dlounds@hceb.org
8. Type of Contract (Mark X): Grant  
Agreement:  X  Construction: \_\_\_\_\_ Commodities: \_\_\_\_\_ Technology: \_\_\_\_\_
9. Statement of Contract Goal / Purpose: Provide support and management of a co-governed interim shelter intervention for homeless individuals
10. Actual or Estimated Notice To Proceed (NTP) Date: 3/1/2021 Estimated Completion Date: 6/30/2022
11. Resolution Number: 88416 Resolution Date: December 1, 2020
12. Location of the Contract Documents: HSD Community Housing Services Division


**THIS PORTION MUST BE COMPLETED BY THE AGENCY / DEPARTMENT AND/OR THE PROJECT MANAGER**

Insert language below regarding the evaluation of performance and/or audit requirements. For example, This contract is subject to an independent audit initiated by the City of Oakland and/or this contract will be evaluated quarterly according to the deliverables defined below. Please attach separate sheets if required.

<b>Performance, Inspection, Fiscal Reporting and Audit Requirements</b>	
<b>Performance Evaluation:</b>	The contract is subject to a federal audit by U.S. Department of Housing and Urban Development (HUD)
<b>Inspection Requirement:</b>	Contractor and premises subject to staff monitoring, performance evaluation, and inspection.
<b>Fiscal Reporting Requirement:</b>	December 31, 2021 the Annual Progress Report is due to City for IDIS and CAPER reports submitted to HUD by the City. Quarterly reports required as well
<b>Audit Requirement:</b>	All contractors are required to submit an annual audit of their organization

Deliverables	Date Due	Completion Date	Responsible Source (Prime, Sub, Supplier, Other)	Performance
1 Annual Progress Reports to City of Oakland			Prime	

City Representative: <u>Lara Tannenbaum, Manager</u> (Please Print)	Date: <u>12.21.21</u>
City Representative Signature: <u></u>	

City Clerk: _____ (Please Print)	Date: _____
City Clerk Signature: <u></u> <small>Nai Phan (Jan 10, 2022 09:36 PST)</small>	

**\* Must be attached to the signed Contract / Agreement and the First and Final (last) Payment Requests**

**\*\* Multiple Funding Sources: Complete Additional Funding Section on Page 2**

**CONTRACT SUMMARY TRANSMITTAL PROCEDURE**

**Note:** This Contract Summary Transmittal form must be completed and attached to the signed Contract / Agreement

**Note:** Agency / Department - Project Managers are responsible and must ensure:  
 Contract Compliance and Employment Services performed the following:

- 1) Compliance Analysis
- 2) Equal Benefits Determination
- 3) Living Wage Determination

**Note:** Before submission of a Contract:  
 Schedule M (Part A and B) must be submitted to the City Attorney's Office for written approval

- 1) Consultant / Contractor must complete Schedule M – Part A
- 2) The City Agency / Department must complete Schedule M - Part B

**Note:** A photocopy of the completed Contract Summary Transmittal form must be attached to the first and final payment request:

- 1) Photocopy the front and back of the completed Contract Summary Transmittal form

Photocopy must be attached to the back-up documentation, on the first payment request and on the final payment request that is submitted to the Finance and Management Agency / Accounts Payable Section

<b>Contract Transmittal Procedure</b>	<b>Date Received</b>	<b>Received Initials</b>	<b>Date Returned</b>	<b>Returned Initials</b>
Contract: Send to the City Attorney's Office for First Review				
Contract: Send to the Consultant / Contractor				
Contract: Send to the City Attorney's Office for Final Signature				
Contract: Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract: Send to the Finance and Management Agency / Purchasing Division ***				
Contract: Send to the Agency / Department for Director's Signature				
Contract: Send to City Administrator's Office for Approval (for contracts over \$15,000)				
Contract: Send to City Clerk's Office				

**\*\*\* All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered.**

**Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor.**

<b>Project Number</b>	<b>Organization</b>	<b>Expenditure Type</b>	<b>Task</b>	<b>Award</b>	<b>Encumbrance Amount</b>
<u>1005315</u>	78411	54919	CV19	23398	<u>\$850,000</u>

  
City Attorney

# OAKLAND CITY COUNCIL

RESOLUTION No. 88416 C.M.S.

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**RESOLUTION:**

- 1) ACCEPTING AND APPROPRIATING CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES ACT) FUNDS IN THE AMOUNT OF NINETEEN MILLION, TWO HUNDRED EIGHTY-EIGHT THOUSAND, ONE HUNDRED SEVENTY-FIVE DOLLARS (\$19,288,175) AWARDED TO THE CITY OF OAKLAND IN ROUND TWO OF THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT EMERGENCY SOLUTIONS GRANT ALLOCATIONS TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS;
- 2) ACCEPTING AND APPROPRIATING CARES ACT FUNDS IN THE AMOUNT OF THREE MILLION, SEVEN HUNDRED TWELVE THOUSAND, FIVE HUNDRED TWENTY-NINE DOLLARS (\$3,712,594) AWARDED TO THE CITY OF OAKLAND IN ROUND THREE OF THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATIONS TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS;
- 3) AUTHORIZING THE CITY ADMINISTRATOR TO UPDATE ROUND ONE CARES ACT HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA-CV) PROGRAMS TO INCLUDE A RENTAL ASSISTANCE PROGRAM FOR HOMELESS PEOPLE WITH HIV/AIDS TRANSITIONING OUT OF THE OPERATION HOME KEY MOTEL ROOMS TO PERMANENT HOUSING;
- 4) AUTHORIZING THE CITY ADMINISTRATOR TO PREPARE AND SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING & URBAN DEVELOPMENT THE CITY'S SECOND SUBSTANTIAL AMENDMENT TO ITS FISCAL YEAR 2019-2020 CONSOLIDATED ANNUAL ACTION PLAN; AND
- 5) AUTHORIZING THE CITY ADMINISTRATOR TO AWARD ROUND-ONE HOPWA CARES ACT GRANT AGREEMENTS, ROUND-TWO EMERGENCY SOLUTIONS CARES ACT GRANT AGREEMENTS, AND ROUND-THREE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT GRANT AGREEMENTS AS SET FORTH IN EXHIBIT A, ATTACHED HERETO AND THE CITY'S AMENDED FISCAL YEAR

**2019-2020 CONSOLIDATED ANNUAL ACTION PLAN, SUBJECT TO COMPLIANCE WITH ANY APPLICABLE COMPETITIVE BIDDING REQUIREMENTS, WITHOUT RETURNING TO COUNCIL.**

**WHEREAS**, the United States Department of Housing & Urban Development (HUD) has released the second tranche of Coronavirus, Aid, Relief and Economic Security Act (CARES Act) funding for the Emergency Solutions Grant (ESG-CV2) and the third tranche of CARES Act funding for the Community Development Block Grant (CDBG-CV3) to support activities that prevent, prepare for and respond to coronavirus impacts; and

**WHEREAS**, in the second and third tranche of CARES Act funding, HUD has awarded the City of Oakland Nineteen Million, Two Hundred Eighty-Eight Thousand, One Hundred Seventy-Five Dollars (\$19,288,175) under the ESG-CV2 and Three Million, Seven Hundred Twelve Thousand, Five Hundred Twenty-Nine Dollars (\$3,712,594) under the CDBG-CV3; and

**WHEREAS**, HUD Grant Agreements for CARES Act funding awarded to the City of Oakland in the first tranche are fully executed for the CDBG-CV, ESG-CV and HOPWA-CV as authorized by Oakland City Council Resolution No. 88202 and 88135 C.M.S.;

**WHEREAS**, updates to the first tranche HOPWA-CV program descriptions have been made to include rental assistance to people living with AIDS (PLWA) transitioning to permanent housing from Homekey Motel Room programs; and

**WHEREAS**, pursuant to Title 24 of the Catalogue of Federal Regulations Part 91.505 (24 CFR 91.505) the City as a grantee of CDBG funds is required to submit an Amendment to its Annual Action Plan (AAP) whenever the decision is made (1) to make a change in its allocation priorities or a change in the method of distribution of funds; (2) to carry out an activity, using funds from any program covered by the AAP, not previously described in the AAP; or (3) to change the purpose, scope, location, or beneficiaries of an activity; and

**WHEREAS**, the City's Citizen Participation Plan defines a substantial amendment to the AAP as (1) a change in the use of CDBG funding from one activity to another; (2) funding of an activity type not described in the Annual Action Plan; (3) changing the priorities contained in the Five-Year Strategy; and (4) increasing or reducing the amount allocated to an activity by more than 25 percent; and

**WHEREAS**, in order to add program descriptions and funding for ESG-CV2 and CDBG-CV3 and to update HOPWA-CV program descriptions, the City of Oakland must prepare and submit to HUD for review and approval, a Second Substantial Amendment To The City's FY 2019/20 Consolidated Annual Action Plan (AAP); and

**WHEREAS**, Title 24, section 91.105 of the Code of Federal Regulations (24 CFR 91.105) requires that recipients provide a period of 30 calendar days for public comment on the proposed FY 2019-2020 AAP and/or Amendments thereto; and

**WHEREAS**, a HUD Memorandum released April 2, 2020 waives the 30-day public comment period for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment until the end of FY 2020/21; and

**WHEREAS**, a public hearing will be held on December 1, 2020 on the Second Substantial Amendment to the FY 2019/20 AAP; now, therefore be it

**RESOLVED**: That the City of Oakland accepts and appropriates CARES Act funds awarded to the City of Oakland under ESG-CV2 and CDBG-CV3 in the amount of Nineteen Million, Two Hundred Eighty-Eight Thousand, One Hundred Seventy-Five Dollars (\$19,288,175) and Three Million, Seven Hundred Twelve Thousand, Five Hundred Twenty-Nine Dollars (\$3,712,694) respectively; and be it

**FURTHER RESOLVED**: That the CARES Act funds awarded under ESG-CV2 shall be appropriated to Fund 2103, Organization 78411, Account 54912, Project "To Be Determined ESG-CV2"; and be it

**FURTHER RESOLVED**: That the CARES Act funds awarded under CDBG-CV3 shall be appropriated to Fund 2108, Organization 89949, Account 54912, Project 1005682; and be it

**FURTHER RESOLVED**: That the City will provide a public comment period for the Substantial Amendment to the 2019/20 of not less than five days; and be it

**FURTHER RESOLVED**: That the City Council hereby authorizes and directs the City Administrator or designee, to prepare and submit to HUD the Second Substantial Amendment to the FY 2019-2020 AAP and related documents, and to review and consider all public comments regarding said amended AAP; and be it

**FURTHER RESOLVED**: That the City Council authorizes the City Administrator to award agreements to third-party contractors and sub recipients to be determined, for projects and activities as set forth in **Exhibit A** attached hereto and included in the City's Second Substantial Amendment to the FY 2019-2020 AAP subject to compliance with any applicable ESG-CV2, CDBG-CV3 and HOPWA-CV City competitive bidding requirements, without returning to Council; and be it

**FURTHER RESOLVED**: That the City Administrator or designee is hereby authorized to approve any amendments to the Annual Action Plan, and any amendments, modifications or extensions of FY 2019-2020 agreements, and take any other action with respect to the agreements consistent with this Resolution and its basic purpose; and be it

**FURTHER RESOLVED**: That the City Council hereby authorizes the City Administrator or designee to conduct negotiations, execute documents, and take any other action with respect to the projects and the allocation of CDBG funds consistent with this Resolution and its basic purpose; and be it



**FURTHER RESOLVED:** That prior to execution, all agreements shall be reviewed and approved as to form and legality by the City Attorney; and be it

**FURTHER RESOLVED:** That executed copies of all agreements shall be filed with the City Clerk.

2998493v1

DEC 01 2020

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES - FORTUNATO BAS, GALLO, GIBSON-MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN — 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST: \_\_\_\_\_

ASHA REED  
Acting City Clerk and Clerk of the Council  
of the City of Oakland, CA

Activities below will be funded up to the amounts indicated for each category, not to exceed each grant award for HOPWA-CV2, ESG-CV2, and CDBG-CV3.

**Housing Opportunities for Persons With AIDS CARES Act (HOPWA-CV)**

**Updated Planned Activities in *italics***

<b>HOPWA-CV1 allocations not to exceed \$447,972</b>	
Services, housing and activities to prevent, prepare for and respond to COVID19 impacts for persons living with AIDS.	Oakland EMSA under the HOPWA program to provide Information and Referral for PLWA, housing and support services for people living with HIV/AIDS and their family members; Housing Assistance, Short-Term Rent Mortgage and Utility (STRMU) assistance <b>(Up to \$122,467)</b>
	<i>Rental Assistance to homeless people with HIV/AIDS that are transitioning to permanent housing, out of Operation Homekey Motel Rooms (Up to \$281,648)</i>
	Administration – <b>\$43,856</b>
Funds will be allocated between Alameda County and Contra Costa County for the Oakland Eligible Metropolitan Statistical Area (EMSA)	

**Round 2 CARES ACT EMERGENCY SOLUTIONS GRANT (ESG-CV2 ) Planned Activities**

<b>ESG-CV2 allocations not to exceed \$19,288,175</b>	
Increase of services, housing and resources to prevent, prepare for, and respond to COVID19 impacts among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.	Administration and planning <b>(Up to \$1,900,000)</b>
	Emergency shelter services and operations <b>(Up to \$10,000,000)</b>
	Rapid Rehousing & Prevention Services <b>(Up to \$11,000,000)</b>
	Landlord incentives, and training. <b>(Up to \$200,000)</b>
	Hygiene (portable toilets and wash stations on the street) <b>(Up to \$1,500,000)</b>
	Outreach <b>(Up to \$500,000)</b>
Funds will be allocated through the City's Rolling Request For Qualifications (RFQ) Process for Homeless Services.	

**Round 3 CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV3)**

**Planned Activities**

CDBG-CV3 Allocations to not exceed \$3,725,94	
Housing Stabilization activities; Affordable Housing Operations Support, Supportive and Homeless Housing, and Policy & Advocacy; each, in relation to the housing activities to prepare for, prevent and respond to COVID19 impacts to households most at risk for transmission and risk of eviction.	
Housing Stabilization	<p>Rent &amp; Mortgage Assistance</p> <p>Eviction moratorium and outreach coordination</p> <p>Mortgage counseling &amp; assistance for low income and senior homeowners</p> <p>Education outreach campaign re: eviction moratorium and other non-RAP tenant protection laws</p> <p>Legal services for African American and immigrant communities experiencing rental instability.</p> <p>Data analysis and support to identify and track affected communities <b>(Up to \$1million)</b></p>
Affordable Housing Operations Support	<p>Non-profit affordable housing providers, working capital, resident services. <b>(Up to \$1 million)</b></p>
Acquisition and Rehabilitation of Affordable Housing	<p>Acquisition of property to be rehabilitated for housing. <b>(up to \$1.5 million)</b></p>
Production & Preservation of Affordable Housing	<p>Leverage permanent affordable housing strategies. Permanent Supportive Housing/Low-to moderate income projects for people experiencing homelessness and in need of supportive services; Short to long term affordable housing strategies for people with special needs <b>(Up to \$1.5 million)</b></p>
Other CDBG Activities current identified by HUD as eligible and future HUD determinations of "CDBG Eligible Activities to Support Corona Virus and Other Infectious Disease Response"	<p><a href="https://files.hudexchange.info/resources/documents/Quick-Guide-CDBG-Infectious-Disease-Response.pdf">https://files.hudexchange.info/resources/documents/Quick-Guide-CDBG-Infectious-Disease-Response.pdf</a> <b>(Up to \$500,000)</b></p>
Administration and Planning	<p>Grant administration, lead, coordinate and participate, local and regional response for COVID 19. <b>(Up to \$742,518)</b></p>
Funds for Housing Stabilization activities will be allocated through the City's Rolling Request For Qualifications (RFQ) Process for Housing and Public Services for low- and moderate-income residents of Oakland, particularly those most at risk of eviction.	

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN THE CITY OF OAKLAND  
AND  
Housing Consortium of the East Bay (HCEB)**

PARTIES AND EFFECTIVE DATE

This *Professional Service Agreement* (“Agreement” or “Contract”) is made by and between the CITY OF OAKLAND, a municipal corporation (“City”) and Housing Consortium of the East Bay (HCEB), a California nonprofit benefit corporation (“Contractor”) (collectively the “Parties”) and shall be effective on the date the Agreement is executed by all Parties (“Effective Date”).

RECITALS

**WHEREAS**, on December 1, 2020 the Oakland City Council passed Resolution No. 88416 C.M.S., which, among other things, accepted and appropriated Nineteen Million, Two Hundred Eighty-Eight Thousand, One Hundred Seventy-Five Dollars (\$19,288,175) in Emergency Solutions Grant (ESG-CV) funds awarded to the City by the U.S. Department of Housing and Urban Development under the CARES Act to prevent, prepare for and respond to the coronavirus, and

**WHEREAS**, Resolution 88416 C.M.S. also authorized the City Administrator to award agreements to third-party contractors and sub recipients to be determined, for projects and activities including the increase of services, housing and resources to respond to the negative impact of the coronavirus on individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the negative impacts, and

**WHEREAS**, the City now wishes to enter into this agreement with Contractor to provide emergency interim housing sites identified by the City, and

**WHEREAS** funds are available for this Agreement in Fund ESG-CV 1005315.

NOW, THEREFORE, the Parties to this Agreement covenant as follows:

AGREEMENT PROVISIONS

1. Scope of Services

Contractor agrees to perform the services specified in **Schedule A, Scope of Services** attached to this Agreement and incorporated herein by reference.

Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. The Project Manager for the City shall be **Talia Y. Rubin, Program Analyst III.**

2. Time of Performance

The time for performance under this Agreement (“Term”) shall begin on **July 1, 2021** and shall end **June 30, 2022.**

3. Compensation and Method of Payment

Contractor shall be paid for the performance of services set forth in **Schedule A** during the Agreement Term in accordance with **Schedule B, Budget**, attached hereto and incorporated herein. Payments shall be based on actual eligible costs incurred by Contractor in the performance of the services under this Agreement but shall be capped so as not to exceed **\$850,000** (“Capped Amount”). The maximum that will be paid for the performance of services in Schedule A shall not exceed the Capped Amount, even if the Contractor’s actual costs exceed the Capped Amount. All invoices submitted for payment shall identify the completed deliverable(s) and the billable amount for each deliverable along with any supporting documentation (i.e. receipts). Payments shall be due upon completion and acceptance of the services or as otherwise specified in **Schedule A** or **Schedule B**.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the Contract, with the balance to be paid upon satisfactory completion of the entire Contract. Progress, or other payments, will be based on services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the Contractor has earned during the period for which payment is being made, on the basis of the Contract terms.

4. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor’s services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor’s subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of City. Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. Failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for City's termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this Agreement, Contractor shall complete and submit **Schedule M, Independent Contractor Questionnaire**, which shall be attached hereto and incorporated herein.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in Contractor's sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

5. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

6. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computations, drawings, plans, sheets or other documents prepared by Contractor or its Subcontractors in connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

7. Copyright

Contractor shall timely execute and provide to the City all necessary documents to assign to the City the copyright to works created pursuant to this Agreement.

8. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping, and fiscal reporting requirements incorporated by reference.

9. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to immediately terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

10. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute City's consent to any further assignment or transfer.

11. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

12. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department,



obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement.

Contractor shall obtain the City's approval prior to the disposition or sale of any real or personal property acquired with City funds.

### 13. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must acquire and maintain for the duration of this Agreement, the policies of insurance identified in **Schedule Q**, Insurance Requirements, attached hereto and incorporated herein. Contractor must submit proof of insurance, which shall be attached hereto and incorporated herein.

### 14. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
  - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
  - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
  - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
  - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and

- (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term “Contractor” includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor’s liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Contractor’s obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. Contractor’s indemnification obligations set forth above shall not be limited by the City’s insurance requirements contained in Schedule Q hereof, nor by any other provision of this Agreement. City’s liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

#### 15. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim

arising out of: a) this Agreement; b) any purchase order; or c) any other transaction with Contractor.

## 16. Prompt Payment Ordinance

This Contract is subject to the City's Prompt Payment Ordinance, Title 2, Chapter 2.06 of the Oakland Municipal Code. The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the City of Oakland Liaison within the Department of Workplace and Employment Standards ("Liaison") in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the Liaison upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that Contractor has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance with the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment under the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this Agreement.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or in the Department of Workplace and Employment Standards, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email [vinman@oaklandca.gov](mailto:vinman@oaklandca.gov).

#### 17. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with City Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that provide services under this Agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070. Contractor shall complete and submit **Schedule B-1**, Declaration of Compliance with the Arizona Resolution 82727, which shall be attached hereto and incorporated herein.

Contractor acknowledges its duty to notify the City's Department of Workplace and Employment Standards if Contractor or any of its subsidiaries, affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

#### 18. Sanctuary City Contracting and Investment Ordinance

Ordinance No. 13540 C.M.S., adopted by the Oakland City Council on June 4th, 2019, prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The Ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The Ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

Contractor must complete and submit **Schedule I**, Sanctuary City Contracting and Investment Ordinance, which shall be attached hereto and incorporated herein.

## 19. Border Wall Ordinance

This Contract is subject to the Border Wall Ordinance, Title 2, Chapter 2.22 of the Oakland Municipal Code. The purpose of the ordinance is to mandate and direct the City Administrator - in instances where there is no significant additional cost, to be defined in regulations, or conflict with law - to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall.

The City is prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of the a wall along any part of the United States - Mexico border.

Contractor must complete and submit **Schedule W**, Border Wall Prohibition, which shall be attached hereto and incorporated herein.

## 20. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when submitting bids, proposals or applications for a City contract or transaction involving professional services, including contract amendments. Contractor agrees to disclose, and has disclosed, in **Schedule K**, Pending Dispute Disclosure, attached hereto and incorporated herein, any and all pending disputes with the City. Failure to disclose pending disputes prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

## 21. Termination on Notice

The City may terminate this Agreement immediately with or without cause upon giving thirty (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **June 30, 2022**

## 22. Conflict of Interest

### a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect, in this Agreement, or in its proceeds during his/her tenure and for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement, whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official or employee will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

23. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. Contractor shall complete and submit **Schedule V**, Affidavit of Non-Disciplinary or Investigatory Action, which shall be attached hereto and incorporated herein. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including by not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

24. Local and Small Local Business Enterprise Program (L/SLBE)

The City of Oakland has adopted a Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

[https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines\\_Revised.5.4.21.pdf](https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf)

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
- b. Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
- c. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, which shall be attached hereto and incorporated herein.

25. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 26, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.**



The Ordinance also requires Contractor's submission of the completed Declaration of Compliance attached hereto and incorporated herein as **Schedule N**, and, unless specific exemptions apply or a waiver is granted, Contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$15.30 with health benefits or \$17.56 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1<sup>st</sup> of each year, Contractor shall pay adjusted Living Wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.26** per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the Contract.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit - To inform employees that he or she may be eligible for Earned Income Credit ("EIC") and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist Contractor. Web sites include but are not limited to: <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all of the above required written notices and forms in English, Spanish or other languages spoken by a significant number of employees within 30 days of each employee's start of work under or related to this Agreement.

- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in a penalty of five hundred dollars (\$500.00) for each day that the list remains outstanding (OMC Section 2.28.110.C). Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with all of the foregoing Living Wage provisions. Contractor shall include the above-referenced provisions in its subcontracts and by signature confirms subcontractor compliance.

## 26. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code, whereby Oakland employees must be paid the City's current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site. The law also requires paid sick leave for employees and payment of service charges collected for their services. Contractor agrees to provide the attestation regarding the City's Minimum Wage Law in the City's Combined Contract Schedules, by initialing, where indicated therein, which are attached hereto and incorporated herein. **This contract is also subject to Oakland's Living Wage Ordinance (see Section 25, above), and must pay employees wages and provide benefits consistent with the City's Living Wage Ordinance or the Minimum Wage Law, whichever are greater.** For further information, please visit the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

## 27. Equal Benefits Ordinance

This Agreement is subject to the City's Equal Benefits Ordinance, Title 2, Chapter 2.32 of the Oakland Municipal Code ("EBO") and its implementing regulations. The purpose of the EBO is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The following contractors are subject to the EBO: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for, among other things, goods or services to be purchased at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City.

The EBO only applies to those portions of a contractor's operations that occur (1) within the City of Oakland; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the City; and (3) elsewhere in the United

States where work related to a city contract is being performed. The requirements of the EBO shall not apply to subcontracts or subcontractors of any contractor

The EBO requires, among other things, submission of a completed **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination, which shall be attached hereto and incorporated herein.

28. City of Oakland Campaign Contribution Limits

This Agreement, if it requires Council approval, is subject to the City's Campaign Reform Act, Title 3, Chapter 3.12 of the Oakland Municipal Code, and its implementing regulations. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. Further, if this Agreement is subject to the Campaign Reform Act, Contractor must complete and submit **Schedule O**, Acknowledgment of Campaign Contribution Limits, which shall be attached hereto and incorporated herein.

29. Nuclear Free Zone Disclosure

Contractor represents that Contractor is in compliance with the City's restrictions on doing business with service providers considered nuclear weapons makers. Contractor must complete and submit **Schedule P**, Nuclear Free Zone Disclosure Form, which shall be attached hereto and incorporated herein.

30. Political Prohibition

Subject to applicable State and Federal laws, Contractor agree that moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

31. Religious Prohibition

Contractor agrees that there shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

32. Incorporation of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Contractor agrees to comply with all applicable provisions in **Attachment 1, Additional Provisions for Contracts Under Federal Award**, to this Contract. Contractor also understands and agrees that all applicable provisions in **Attachment 1** are hereby incorporated as if fully set forth herein.

Contractor must complete and submit **Schedule Z**, Certification of Debarment and Suspension, which shall be attached hereto and incorporated herein.

33. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

34. Abandonment/Termination of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project under this Agreement at any time. In such event, the City shall give Contractor thirty (30) days written notice of such abandonment and termination of Agreement. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve or reject all or any part of said proposed costs. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed up to the effective date of termination due to abandonment in accordance with the terms of this Agreement.

35. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: a) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, b) approved as to form and legality by the Office of the City Attorney, and c) signed by the City Administrator or his or her authorized designee.

36. Governing Law

This Agreement shall be governed by the laws of the State of California.

37. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

City of Oakland  
Human Services Department  
150 Frank Ogawa Plaza, Suite 4330  
Oakland, CA 94612  
Attn: Talia Y. Rubin

Housing Consortium of the East Bay  
410 7<sup>th</sup> St., Suite 203  
Oakland CA 94607  
Attn: Darin Lounds

Any party to this Agreement may change the name or address of representatives for purpose of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

38. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

39. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

40. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

41. Time of the Essence

Contractor agrees that time is of the essence in the performance of this Agreement.

42. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing by the City and shall not constitute a waiver of rights the City may have under this Agreement.

If Contractor fails to complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition to the City for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement). Contractor's failure to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including, without limitation, any obligation for payment of work performed or payment of claims by Contractor.

43. Counterpart Signatures.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Contract. The parties shall be entitled to electronically sign and transmit this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Contract upon request.

44. Authority

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

45. Inconsistency

If there is any inconsistency between this Agreement and the attachments/exhibits hereto, the text of this main Agreement shall prevail.

[SIGNATURES ON NEXT PAGE]

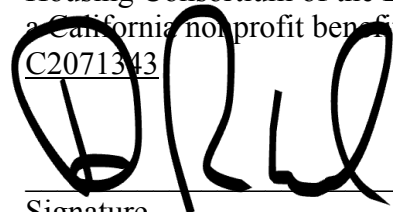
**City:**  
CITY OF OAKLAND,  
a California municipal corporation

Deborah Lusk-Barnes 1/10/22 JC  
Deborah Lusk-Barnes 1/10/22 (Jan 10, 2022 09:26 PST)  
City Administrator's Office (Date)

Sara Bedford  
Sara Bedford (Jan 4, 2022 09:28 PST)  
Department Head (Date)

Approved for form and legality:  
  
Jennifer Logue  
Jennifer Logue (Jan 4, 2022 09:27 PST)  
City Attorney's Office (Date)

**Contractor:**  
Housing Consortium of the East Bay,  
a California non profit benefit corporation  
C2071343

 12/2/21  
Signature (Date)

Darin Lounds  
Print Name  
Executive Director

Title  
City Resolution No. 88416  
Account No.:  
Business License No. :

**END OF PROFESSIONAL SERVICES AGREEMENT**

## Schedule Q

### INSURANCE REQUIREMENTS

*(Revised 09/12/2019)*

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions



of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$\_\_\_\_\_ each claim and \$\_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims- made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The*

*policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.*

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor,

such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

## Attachment 1

### Contract Provisions for Contracts under Federal Awards

#### **1.0 Compliance with Federal Law, Regulations and Executive Orders:**

Contractor acknowledges and understands that Federal Emergency Management Agency (FEMA) or other Federal financial assistance may be used to fund all or a portion of this Contract. Contractor agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **2.0 No Obligation by Federal Government:**

The Parties agree that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **3.0 Program Fraud and False or Fraudulent Statements or Acts:**

Contractor acknowledges and agrees that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **4.0 DHS Seal, Logo and Flags:**

Contractor agrees that Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

#### **5.0 Non-Discrimination.**

During the performance of this Contract, Contractor agrees as follows:

- 5.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 5.2 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 5.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.6 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.7 Contractor will include the portion of the sentence immediately preceding paragraph (5.1) and the provisions of paragraphs (5.1) through (5.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **6.0 Davis-Bacon Act.**

If this Contract is a prime construction contract for an amount in excess of \$2,000, Contractor agrees that:

- 6.1 All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5, as applicable.
- 6.2 Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 6.3 Additionally, contractors are required to pay wages not less than once a week.

**7.0 Copeland “Anti-Kickback” Act.**

If this is a Contract for construction or repair work in excess of \$2000 to which the Davis-Bacon Act also applies, Contractor agrees that:

- 7.1 Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, which are incorporated by reference into this contract.
- 7.2 Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (“FEMA”) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 7.3 Breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**8.0 Contract Work Hours and Safety Standards Act.**

If this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers<sup>1</sup>, Contractor agrees as follows:

- 8.1 *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate

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<sup>1</sup> Section 8.0 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 8.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 8.1 of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 8.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 8.1 of this section.
- 8.3 *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8.1 of this section.
- 8.4 *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 8.1 through 8.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 8.1 through 8.4 of this section.

## **9.0 Clean Air Act.**

If the amount of this Contract exceeds \$150,000, Contractor agrees as follows:

- 9.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Contractor further agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 9.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to

FEMA, and the appropriate Environmental Protection Agency (“EPA”) Regional Office.

- 9.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**10.0 Federal Water Pollution Control Act.**

If the amount of this Contract exceeds \$150,000, Contractor agrees as follows:

- 10.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 10.2 Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate EPA Regional Office.
- 10.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**11.0 Debarment and Suspension.**

Contractor agrees that:

- 11.1 This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 11.2 Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 11.3 This certification is a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 11.4 The bidder or proposer (or Contractor) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract (including this Contract) that may arise from this offer. The bidder or proposer (or Contractor) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**12.0 Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352, as Amended.**

- 12.1 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 12.2 *If the amount of this Contract exceeds \$100,000*, Contractor *shall sign and submit* along with this Contract the CERTIFICATION REGARDING LOBBYING – APPENDIX A, 44 C.F.R. PART 18 on page 9 of this Attachment 1.

**13.0 Access to Records:**

Contractor agrees that the following access to records requirements apply to this Contract:

- 13.1 Contractor agrees to provide the City of Oakland, any applicable Federal agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 13.2 Contractor agrees to permit any of the foregoing entities to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 13.3 Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 13.4 In compliance with the Disaster Recovery Act of 2018, the City of Oakland and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**14.0 Changes:**

The Parties agree that any alteration of the method, price, or schedule of the work is subject to the Contract's provision(s), if any, governing amendments and/or modifications to the Contract. Otherwise, the Parties agree that any modification of the Contract, including but

not limited to any alteration of the method, price, or schedule of the work, will be effective only if it is in a writing signed by all parties to this Agreement.

CERTIFICATION REGARDING LOBBYING - APPENDIX A, 44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

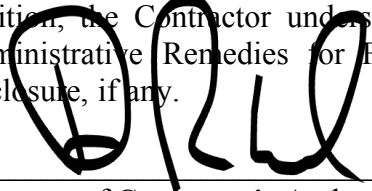
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Housing Consortium of the East Bay**

The Contractor, Housing Consortium of the East Bay, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

**Darin Lounds, Executive Director**

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

12/2/21  
Date

**SCHEDULE A  
SCOPE OF WORK  
3<sup>RD</sup> AND PERALTA CO-GOVERNED PROGRAM**

**A. SERVICES TO BE PROVIDED**

Contractor shall operate a Co-Governed Pallet Shelter Program at 3<sup>rd</sup> and Peralta, in Oakland, California (the “Program”). Contractor is responsible for site management services, working with community governance, coordinating site security services with site participants, coordination of site facilities maintenance, safety within the site, regular, quality engagement with site participants, and oversight of the day-to-day operations as described in this Scope of Work.

The Program will provide stability, safety, and linkages to critical services for approximately 60 individuals. The program is designed to serve clients who live near the Program site. The target population for this program are-identified residents living in encampments in Council District 3.

**B. Planning:**

- a. Attend and support weekly meetings and group discussions on designing the operations of the space.
- b. Further develop culture of participation, accountability, contribution, and conflict resolution.
- c. Document meeting minutes and interviews with residents in sharable audio on website.
- d. Coordinate with and be responsive to City of Oakland staff on progress and milestones within the planning process.
- e. Support coordination with contractors, vendors and residents in the design and building out the facility as needed.
- f. Navigate those uninterested or ineligible to other housing options.

**C. Services Detail**

**1. Site Management Services**

- a. The program will operate as a homeless intervention on a City-controlled lot located at 3<sup>rd</sup> Street and Peralta.
- b. Contractor will provide site management and coordinate site security and community self-governance.
- c. Contractor shall comply with all state and local laws in operation of the program, including but not limited to, ensuring that all State and local health and safety standards, including requirements related to COVID-19, are complied with.
- d. The site must maintain proper lighting, fencing and entry/exit gate.
- e. The site will provide electrical power for staff and security offices and bathrooms.

- f. Contractor shall facilitate and maintain community safety and security, including but not limited to maintaining designated emergency evacuation routes and procedures.
- g. Site will be open to program participants 24 hours a day.

**2. Outreach, Intake, Assessment**

- a. Contractor will coordinate with other community-based outreach activities led by Councilmember Carroll Fife's office.
- b. Contractor will work with community governance body to establish program guidelines and agreements and a program grievance policy. Contractor and Community Governance will establish the following documents to be signed by all participants:
  - Program Agreement
  - Code of Conduct and Safe Living Expectations
- c. Contractor shall ensure that participants review and comply with all terms and conditions of the Program documents referenced in section 2b above.
- d. Contractor will manage the process of onboarding new participants as other participants exit the program to maintain a 90% occupancy rate
- e. Contractor will ensure that all program participants receive a Coordinated Entry System (CES) intake within the first 30 days of entry into the program.

**3. Staffing/Program Oversight**

- a. Contractor staff will be on-site between the hours of 7:00am and 11:00pm, Monday-Friday.
- b. Contractor shall ensure that an on-site Security Guard is on-duty 24 hours per day until site is stabilized; security shifts will decrease to 3<sup>rd</sup> shift Monday-Friday and 24/7 weekends.
- c. Contractor shall assign each participant to a specific pallet shelter.
- d. Site Staff will ensure participants are residing in their assigned space and will ensure that pallet shelters are occupied by program participants only.
- e. Site Staff shall provide basic safety and security duties as well as resolve any issues as they occur.
- f. The Site Manager will be the program's point of contact to City staff. The Site Manager will be responsible for direct oversight of Site Management services and Site Monitoring services.
- g. Contractor and its staff shall model positive attitudes and restorative approaches in its relationships with participants.

**4. Engagement Services to be provided by the Contractor**

- a. Build trusting relationships and develop a rapport that leads to acceptance and openness to receiving or seeking help.
- b. Support community governance structure
- c. Provide stipends for community members selected to serve as Community Safety Staff
- d. Identify local, community-based groups to assist with participant leadership development and community building.

- e. Inform participants of opportunities to receive homeless services.
- f. Site Manager will coordinate a weekly site meeting for participants to address any issues as they arise including facilities issues, conflict resolution, or reaching out to service providers on behalf of participants.
- g. Create (with input from residents), maintain, and publicize a weekly calendar of service engagement opportunities and community building events available to participants.
- h. Invite service providers to offer their services on-site to program participants (e.g. substance use groups, clean slate, workforce development, anger management, good tenancy workshops, etc.)
- i. Meet regularly with City of Oakland staff and other service providers to communicate about participant needs, successes, progress, and challenges in order to collaboratively support participant success.
- j. Manage flexible funds designed to assist clients with expenses related to document readiness and eligible housing costs.

**5. Contractor shall provide the following Facilities services:**

- a. Contractor shall provide drinking water at a central water station.
- b. Contractor shall address any emergencies such as fire evacuation, police intervention, injury reports, etc.
- c. Contractor shall manage and coordinate volunteers who want to participate in the project.
- d. Contractor shall ensure all waste and garbage are disposed of in the site dumpster.

**6. Site Security Services**

- a. Contractor shall provide the following Site Security services:
  - i. Security staff are responsible for addressing any safety and security concerns as they arise.
  - ii. Security staff will engage in de-escalating conflicts as they arise and call on emergency services (Fire, Ambulance, Police) on an as-needed basis.
  - iii. Security will control access through the program site gate and ensure that only authorized people are on site.
  - iv. Security will ensure that quiet hours are maintained each day.

**C. Service Objectives And Reporting**

**1. Contractor shall meet the following Outcome Objectives**

- a. One hundred percent of program participants receive a Coordinated Entry Assessment
- b. Once site achieves initial occupancy, site always maintains 90% occupancy

**2. Reporting**

- a. Reports shall be submitted by Contractor on a weekly basis, with electronic submissions due on Friday of each week.
- b. Reports shall be submitted to City of Oakland Staff as assigned



- c. Reports will include the following:
  - i. Total number of individuals residing at the site at the time of the report and cumulatively over the term of the program.
  - ii. Number of new participants since the last report.
  - iii. Number of participants who exited the program since the previous report, and cumulatively with outcomes for each and to where each exited.
  - iv. Flex funds used, including amount and purpose.
  - v. Contractor shall provide a quarterly HMIS Demographic report and quarterly HMIS APR
  - vi. Contractor will provide cumulative APRs in Q2 and Q4
  - vii. Reports shall be submitted by Grantee, with electronic submissions due on or before the tenth (10<sup>th</sup>) working day after the end of the quarter.

SCHEDULE B  
BUDGET

1. Contractor shall comply with the attached Budget.
2. With prior written approval from City, Contractor may modify budget line items of *up to ten (10%) percent* of the indicated line item provided that the total compensation amount is not exceeded.
3. Budget line item modifications shall not alter any terms of this Agreement, including but not limited to the scope of services, time of performance, or compensation amount.
4. All requests for budget line item modifications should be accompanied by a brief letter requesting and explaining the changes, including a description of the specific line items and the reasons for the requested change. The letter should be accompanied by a revised budget with a column for the original budget, a column for the modification amount by line item, and a final column listing the final budget with modification.
5. ADVANCE: Upon execution of this Agreement, City may provide an advance in the not to exceed 30% of the total contract amount. Advance payments shall be offset against subsequent payments to Grantee at the rate of one-twelfth (1/12th) of the advanced amount over the life of the Agreement.

<b>PROFESSIONAL SERVICES BUDGET</b>				
<b>July 2021 to June 2022; revised 12/15/21</b>				
<b>Grantee Name:</b>		<b>HCEB</b>		
<b>Program</b>		<b>3rd and Peralta</b>		
<b>60 Pallet Shelter, Female-Identified Co-Governed Program</b>				
<b>I. DIRECT COSTS</b>			<b>7.1.21-6.30.22</b>	
<b>A. PERSONNEL</b>				
	<b>Annual Salary</b>	<b>% FTE on project</b>	<b>7/1/2021-6/30/2021</b>	<b>pro-rated Dec-June</b>
Site Manager	\$ 60,000	1.00	\$ 60,000	\$ 35,000
Sr. Site Coordinator	\$ 47,840	1.00	\$ 47,840	\$ 27,907
Housing Navigator	\$ 48,880	1.00	\$ 48,880	\$ 28,513
Site Coordinators	\$ 40,560	3.20	\$ 129,792	\$ 75,712
Community Builder	\$ 48,880	1.00	\$ 48,880	\$ 48,880
Maintenance Tech	\$ 40,560	1.00	\$ 40,560	\$ 23,660
Subtotal			\$ 375,952	\$ 239,672

SCHEDULE B  
BUDGET

Fringe Benefits & Rate	rate:	33.00%	\$ 124,064	\$ 79,092
<b>SUBTOTAL</b>			<b>\$ 500,016</b>	<b>\$ 318,764</b>
<b>Operations</b>				
Site Security - First Month			\$ 20,000	\$ 11,667
Site Security - 11 months			\$ 118,272	\$ 68,992
Community Safety Staff- Front Gate			2.00 \$ 9,600	\$ 5,600
Flex Funds for housing placement/employment readiness			\$ 34,190	\$ 34,190
Office Set up -			\$ 10,000	\$ 5,833
Client shared space set up			\$ 10,000	\$ 10,000
Client storage needs - Bins			\$ 7,500	\$ 7,500
Carport - BBQ area			\$ 5,000	\$ 5,000
Pallet Shelters Furnishing			\$ 60,000	\$ 60,000
Office Expenses - Including Technology			\$ 20,000	\$ 20,000
Security System			\$ 10,000	\$ 10,000
Direct Client Expenses - Supplies, transportation, etc.			\$ 12,000	\$ 7,000
Maintenance and Operations			\$ 24,000	\$ 24,000
Waste Removal				
Temporary Power; portable generator			\$ 150,000	\$ 150,000
Health and Safety (smoke/CO detectors and fire extinguishers)			\$ 14,000	\$ 14,000
<b>SUBTOTAL</b>			<b>\$ 504,562</b>	<b>\$ 433,782</b>
<b>TOTAL DIRECT COSTS</b>			<b>\$ 1,004,578</b>	<b>\$ 752,546</b>
<b>Admin Costs @ 12.95%</b>				
To be billed in equal monthly installments			\$ 130,093	\$ 97,455
<b>GRAND TOTAL</b>			<b>\$ 1,134,671</b>	<b>\$ 850,000</b>

# Combined Contract Schedules



Project Name: 3rd & Peralta  
 Business Name: Housing Consortium of the East Bay Phone (510) 832-1382 Email: dloand@hceb.org  
 Address 410 7th Street #203 City Oakland State CA Zip 94607  
 Federal Taxpayer ID Number: 94-3298150 City of Oakland Business License Number: 00225994

**Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)**

- I declare under penalty of perjury that my company is NOT headquartered in Arizona. OR
- I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because \_\_\_\_\_
- I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

**Schedule D – (Ownership, Ethnicity and Gender) Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.**

**Part I - Ownership & Ethnicity of Prime:** (Please check one and explain below)

- Self Employed, Name of Owner \_\_\_\_\_  Corporation, State of Incorporation \_\_\_\_\_
- Partnership, General or Limited \_\_\_\_\_ Names of Partners \_\_\_\_\_
- Joint Venture, Names of Participants \_\_\_\_\_

**Ownership Interests**

All owners must be listed in this information

Non profit organization managed by a volunteer board, not owned or sold

Ethnicity	African American	American Indian/ Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

**Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.:** Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available.

Alameda County SLEB, Cert # 19-00096, exp. 11/30/2027

**Part III - Ethnicity and Gender of Employees:**

Employment Category	Total Employees	Oakland Residents	Male						Female					
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management	6	3				2			1		1	1		
Professional	8	1	2			2			2		2	1		
Technical / Service	35	14	12		1	2	3		6			2	4	6
Clerical														
Trades														

**Schedule K - (Pending Dispute Disclosure)**

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please circle one) Yes  No
- If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
 Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_ Administering Department/Division: \_\_\_\_\_  
 Issues: \_\_\_\_\_ (check)  Additional Disputes listed on Attachment

**Schedule M - (Independent Contractor Questionnaire) - PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR**

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.  
**NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.**

	Yes	No
1. Have you performed services for the City in any year(s) prior to 2021? If yes, please indicate which years. <i>Contract for 2019-2020</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.	X	
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract.	X	
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. <u>24x7</u>	X	
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy). <u>6/30/2022</u>		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. <u>Office Supplies and eq</u>	X	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?	X	
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any un-reimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. <u>94-3298154</u> <u>CA - (207)343</u>	X	X
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed.		X
12. Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed.		X
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		X
14. Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)	X	
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.	X	X
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.		X
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	X	
b. an existing business phone number other than your home number? (please indicate # along with area code)	X	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		X
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?	X	
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		X

20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes.	Yes	No
		<input checked="" type="checkbox"/>

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

I object to being classified as a short term contract employee because I am engaging in a service contract.

FOR CITY USE ONLY Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.	IS
<u>HCEB is a CA registered non-profit corporation.</u>	
Date	<u>Jennifer Logue</u> <small>Jennifer Logue (Jan 4, 2022 09:27 PST)</small> City Attorney/Assistant City Attorney/Deputy City Attorney

**Schedule N - (Living Wage – Declaration of Compliance) applicable to professional services contracts over \$25K only**

**Employment Questionnaire:** Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (if less than 5, stop here)	49
(2) How many of your permanent employees are paid above the Living Wage rate?	49
(3) How many of your permanent employees are paid below the Living Wage rate?	0
(4) Number of compensated days off per employee? (Refer to "Compensated Days Off" of the Living Wage Ordinance)	37 (full time)
(5) Number of trainees in your company?	0
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	0

**Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)**

**Section A. Contractor Information**

- (1) Are you an EBO certified firm (Please circle one) Yes  No  (if yes, please attached certificate and skip Schedule N-1)
- (2) Approximate Number of Employees in the U.S. 49 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please circle one) Yes  No  (4) Union name(s) \_\_\_\_\_

**Section B. Compliance**

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) **Yes** **No**  
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please circle one) **Yes** **No**

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health		X	X		
Dental		X	X		
Vision		X	X		
Retirement (Pension, 401K, etc)	X				
Bereavement	X				
Family Leave	X				
Parental Leave	X				
Employee Assistance Program				X	
Relocation & Travel				X	
Company Discount, Facilities & Events				X	
Credit Union				X	
Child Care				X	
Other				X	

- (1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

**Schedule P – (Nuclear Free Zone - Ordinance 11478 C.M.S.)**

I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.

I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because

**Schedule U – (Compliance Commitment Agreement)**

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a



penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for **professional services** contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website (see the link below).

**Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)**

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. Initial: FV

**Oakland's Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial: FV

**Affirmative Action** - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. Initial: TC

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Print Name: Faust Thomas

Title: Controller

Signature: [Handwritten Signature]

Date: 11/18/2021

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>. For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>. **This form must be dated within 30 days of the contract award.**

**SCHEDULE E**

**PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.

Date 11/18/2024



**Note:**  
 The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Company Name: Housing Consortium of Alameda Bay

Signed: [Signature]

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor Local (LBE)	Small Local (SLBE)	Ethnicity	Gender

Attach additional page(s) if necessary.  
 Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.  
 \* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)  
 \*\* (M = Male) (F = Female)




# Schedule Z

## Certification of Debarment and Suspension

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$100,000 have not been suspended or debarred from participating in federally funded procurement activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency.
  - b) Have not within a 3 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction under a public transaction or contract.
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

Housing Consultant of the East Bay   
 Company Name Signature of Authorized Representative

410 7th Street, Oakland, CA 94607 Forest Thomas  
 Address Type or Print Name

510 832-1382 4/18/2021 Controller  
 Area Code Phone Date Type or Print Title

### Instructions for Certification A

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department/agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549; 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
7. The prospective primary participant further agrees by submitting this proposal that it will included the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, to all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals.
9. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative Talia Y. Rubin Phone 510-238-6590 Project Spec No.

Department Human Services Department Contract/Proposal Name

This is an Original Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Housing Consortium of the East Bay Phone 510 832 1382

Street Address 410 7th Street #203 City Oakland State CA Zip 94607

Type of Submission (check one) Bid Proposal Qualification Amendment

Majority Owner (If any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name Phone

Street Address City State Zip

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Signature [Handwritten Signature]

Date 11/18/2024

Print Name of Signer Forest Thomas

Position Controller

To be Completed by City of Oakland after completion of the form

Date Received by City: 1/1 By

Date Entered on Contractor Database: 1/1 By

**SCHEDULE W**  
**BORDER WALL PROHIBITION**

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, Forest Thomas, the undersigned, a  
(Name)

Controller of Housing Coalition of the East Bay  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

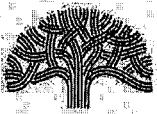
I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

I declare that I understand Ordinance #13459 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Forest Thomas  11/18/2021  
(Printed Name and Signature of Business Owner) (Date)

Housing Coalition of the East Bay 41072 #203 Oakland, 94607  
(Name of Business Entity) (Street Address City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)



Schedule I

"Sanctuary City Contracting and Investment Ordinance"

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland. Compliance must be established prior to full contract execution.

I, (name) Forest Thomas, the undersigned, Controller of Housing Consortium of the East Bay (Business-Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term "data collection" includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City's Project Manager and invoice reviewer or the City Administrator's Office, Chief Privacy Officer if any of this Business Entity's subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.
6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.



**CITY OF OAKLAND**

**PLEASE COMPLETE AND SIGN**

I declare that I understand Ordinance #13540 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

or

I declare that I understand Ordinance # 13540 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Forest Thomas [Signature] 4/10/2021  
(Printed Name and Signature of Business Owner) (Date)

Housing Consultation of The East Bay 4107# #205, Oakland, 94607  
(Name of Business Entity) (Street Address, City, State, and Zip Code)

(Name of Parent Company) (If applicable)

Contacts:  
Office Phone: 510-832-1382 Cell Phone: \_\_\_\_\_ email: fthomas@hceb.org

**For Office Use Only:**

Approved/Denied/Waived

(signed) \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_ Date

SCHEDULE I DB/DM 2019





**PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY REQUESTING DEPARTMENT**

Contracting Dept. or Agency Human Services Department  
Dept. or Agency Liaison Talia Y. Rubin (Ext. 6590)  
Name of Contractor Housing Consortium of the East Bay  
Contractor EIN or SSN \_\_\_\_\_

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney **before** submission of contract.

1. Briefly describe the work to be performed by the Contractor. Contractor shall provide case management, site support services, and site management at a City approved designated site serving up to 60 individuals.

2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants?  
yes

3. Do you intend to give the Contractor instructions on how to do the work under the contract?  
no

4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. checking in on progress and collaborating on work performance and problem solving

5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain?  
it is a finite project

6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). it will occur at a designated site

7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification?  
yes

8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) \_\_\_\_\_

9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. see schedule A and B

**PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)**

10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe \_\_\_\_\_

See schedule A and B

11. Over how long a period of time will services under this contract be performed?  
July 1, 2021 through June 30, 2022

12. Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time see schedule A and B

13. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. Contractor shall provide case management, site support services, and site management at a City approved designated site

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof?

Monthly, see schedule B

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract?

The contractor will not expect reimbursement over or above the contract amount.

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project?

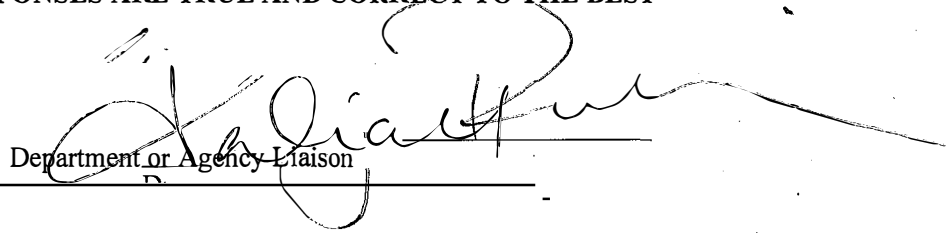
17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. yes, as needed

18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below:

yes, short distinct specialized role.

**I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

**11/18/21**

  
Department or Agency Liaison

**From:** Bailey, Michael <MBailey@oaklandca.gov>  
**Sent:** Friday, December 3, 2021 11:03 AM  
**To:** Rubin, Talia Y. <TRubin@oaklandca.gov>  
**Cc:** Tannenbaum, Lara <LTannenbaum@oaklandca.gov>  
**Subject:** RE: Housing Consortium of the East Bay (HCEB) 3rd and Peralta Parcel program Insurance Approval Requests

Hi Talia,

HCEB meets the City's insurance requirements.

Thank you,

Michael Bailey

Administrative Analyst II

City of Oakland

Human Resources Management Department

Risk Management Division

150 Frank Ogawa Plaza, Suite 3332

Oakland, CA 94612

(510) 986-2898 (direct)

[mbailey@oaklandca.gov](mailto:mbailey@oaklandca.gov)



**From:** Rubin, Talia Y.  
**Sent:** Wednesday, December 1, 2021 7:14 PM  
**To:** Bailey, Michael <[MBailey@oaklandca.gov](mailto:MBailey@oaklandca.gov)>; Elliott, Greg <[GElliott@oaklandca.gov](mailto:GElliott@oaklandca.gov)>  
**Cc:** Tannenbaum, Lara <[LTannenbaum@oaklandca.gov](mailto:LTannenbaum@oaklandca.gov)>  
**Subject:** Housing Consortium of the East Bay (HCEB) 3rd and Peralta Parcel program Insurance Approval Requests

Good Afternoon –

I am seeking approval for the attached insurance for the Housing Consortium of the East Bay (HCEB) to operate the upcoming emergency shelter program we are standing up in the new few weeks.

The contract will be a PSA (being finalized).

The Scope of work and Insurance are attached here for your review.

Thank you in advance,

Talia

Talia Yaffa Rubin, LCSW  
Program Analyst III  
Community Homelessness Services Division  
City of Oakland Human Services Department  
150 Frank H. Ogawa Plaza, Suite 4340  
Oakland, CA 94612  
510-238-6590 office  
510-238-3661 fax  
[TRubin@oaklandca.gov](mailto:TRubin@oaklandca.gov)



CITY OF OAKLAND



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2021

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203  License#: 0726293 HOUSCON-02		<b>CONTACT NAME:</b> Jenny Kim <b>PHONE (A/C No. Ext):</b> 818.539.8611 <b>E-MAIL ADDRESS:</b> Jenny_Kim@ajg.com <b>FAX (A/C No):</b> 818.539.8711	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A : Nonprofits' Insurance Alliance of CA	
		INSURER B : Service American Indemnity Company	39152
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER:** 808702478 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		2021-10963	4/15/2021	4/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-10963	4/15/2021	4/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 500/\$500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2021-10963-UMB	4/15/2021	4/15/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			SATIS0428400	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			2021-10963	4/15/2021	4/15/2022	Per Claim \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Nonprofits' Insurance Alliance of CA - A.M. Best #011845

Policy: Sexual Abuse Liability  
Policy#: 2021-10963  
Carrier: Nonprofits' Insurance Alliance of CA  
Policy Term: 4/15/2021 To 4/15/2022  
Per Claim: \$1,000,000 / Aggregate: \$1,000,000  
See Attached...

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
The City of Oakland 150 Frank H Ogawa Plaza #4340 Oakland CA 94512	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Housing Consortium of the East Bay 410 7th Street, Suite 203 Oakland, CA 94607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Policy: CRIME  
 Policy#: 2021-10963-PROP  
 Carrier: Nonprofits' Insurance Alliance of CA  
 Policy Term: 4/15/2021 To 4/15/2022  
 Employee Theft: Limit: \$50,000 / Deductible: \$500  
 Forgery or alteration: Limit: \$50,000 / Deductible: \$500

Named Insured: Housing Consortium of the East Bay; Inclusive Communities East Bay, LLC; Magnolia Terrace, LLC; Mentally Handicapped Childrens Organization, Inc., Luella Fuller Group Home; Tri-Valley BMR, LLC; Ashland NSP, LLC, Fairview Homes, LLC.

RE: Location Address: 633 Hegenberger Road, Oakland CA 94621  
 City of Oakland, its council members, directors, officers, employees, agents and volunteers are named additional insured with respect to the operations of the named insured. Workers Compensation coverage is evidence only.



## ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Housing Consortium of the East Bay 410 7th Street, Suite 203 Oakland, CA 94607	
POLICY NUMBER		EFFECTIVE DATE:	
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 Carrier: Nonprofits' Insurance Alliance of CA  
 Policy Term: 4/15/2021 To 4/15/2022  
 Employee Theft: Limit: \$50,000 / Deductible: \$500  
 Forgery or alteration: Limit: \$50,000 / Deductible: \$500

Named Insured: Housing Consortium of the East Bay; Inclusive Communities East Bay, LLC; Magnolia Terrace, LLC; Mentally Handicapped Childrens Organization, Inc., Luella Fuller Group Home; Tri-Valley BMR, LLC; Ashland NSP, LLC; Fairview Homes, LLC.

City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers are named additional insured with respect to the operations of the named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2021

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203  License#: 0726293 HOUSCON-02	<b>CONTACT NAME:</b> Jenny Kim <b>PHONE (A/C, No, Ext):</b> 818.539.8611 <b>E-MAIL ADDRESS:</b> Jenny_Kim@ajg.com		<b>FAX (A/C, No):</b> 818.539.8711
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Housing Consortium of the East Bay 410 7th Street, Suite 203 Oakland, CA 94607	<b>INSURER A :</b> Service American Indemnity Company		39152
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 4169824

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SATIS0428400	4/1/2021	4/1/2022	X PER-STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Waiver of Subrogation on Worker Compensation applies in favor of certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of Oakland  
 Attn: Kennedy Solomon  
 150 Frank H Ogawa Plaza, #4340  
 Oakland CA 94612

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be See Below % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

City of Oakland

**Job Description**

150 Frank H Ogawa Plaza #4340 Oakland, CA 94612 Funding Source

Specific Waiver is \$200 Flat Charge

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 04/01/2021    Policy No. SATIS0428400    Endorsement No.

Policy Effective Date: 04/01/2021 to 04/01/2022    Premium \$

Insured: Housing Consortium of the East Bay

DBA:

Carrier Name / Code: Service American Indemnity Company

Countersigned by \_\_\_\_\_

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# Dr. Shirley N. Weber California Secretary of State



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## Business Entities (BE)

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## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, July 6, 2021. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C2071343 HOUSING CONSORTIUM OF THE EAST BAY

**Registration Date:** 02/26/1998  
**Jurisdiction:** CALIFORNIA  
**Entity Type:** DOMESTIC NONPROFIT  
**Status:** ACTIVE  
**Agent for Service of Process:** DARIN LOUNDS  
410 7TH STREET, SUITE #203  
OAKLAND CA 94607  
**Entity Address:** 410 7TH STREET, SUITE #203  
OAKLAND CA 94607  
**Entity Mailing Address:** 410 7TH STREET, SUITE #203  
OAKLAND CA 94607

[Certificate of Status](#)

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of February.



# State of California Secretary of State

N

## Statement of Information

(Domestic Nonprofit, Credit Union and General Cooperative Corporations)

**Filing Fee: \$20.00. If this is an amendment, see instructions.  
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**GB11590  
FILED**

In the office of the Secretary of State  
of the State of California

**DEC-04 2019**

**1. CORPORATE NAME**

HOUSING CONSORTIUM OF THE EAST BAY

**2. CALIFORNIA CORPORATE NUMBER**

C2071343

This Space for Filing Use Only

**Complete Principal Office Address** (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
410 7TH STREET, SUITE #203, OAKLAND, CA 94607			

4. MAILING ADDRESS OF THE CORPORATION	CITY	STATE	ZIP CODE
DARIN LOUNDS 410 7TH STREET, SUITE #203, O			

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
DARIN LOUNDS	410 7TH ST			

6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
WILLIAM BONNVILLE	410 7			

7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
DANIEL PERL	410 7TH STR			

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]  
DARIN LOUNDS

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
410 7TH STREET, SUITE #203, OAKLAND, CA 94607			

**Common Interest Developments**

10.  Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

12/04/2019	FOREST THOMAS	CONTROLLER	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

**CITY OF OAKLAND**  
**BUSINESS TAX CERTIFICATE**

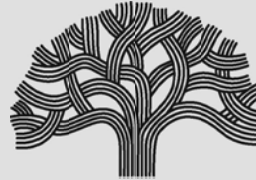
**ACCOUNT  
NUMBER**  
00035775

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

**DBA** HOUSING CONSORTIUM OF THE EAST BAY

**BUSINESS LOCATION** 410 7TH ST STE 203  
OAKLAND, CA 94607-3928

**BUSINESS TYPE** NP Social Services



**EXPIRATION DATE**  
12/31/2021

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to:  
<https://www.dca.ca.gov/publications>

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.



HOUSING CONSORTIUM OF THE EAST BAY  
RCEB  
410 7TH ST STE 203  
OAKLAND, CA 94607-3928

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!