



REQUEST FOR PROPOSALS

For An

Interim Supportive Housing and/or
Emergency Supportive Housing
Service Provider

For The

CITY OF ALAMEDA

August 22, 2024

Due Date: August 19, 2024 at 9:00 AM

Email proposal as one .pdf document to
humanservices@alamedaca.gov

I. Introduction

The City of Alameda (City) invites Interim Supportive Housing and Emergency Supportive Housing Providers to submit proposals to provide property management and supportive services for either or both homeless shelter programs described in the following section. The Interim Supportive Housing and Emergency Supportive Housing Service Provider plays a critical role with the residents' transition toward housing readiness, housing navigation, and serving vulnerable individuals and families in a dignified manner with integrity, collaboration, and expertise. The City intends to award a five-year service provider agreement, substantially in form of the one shown in Exhibit A to the respondent(s) deemed most qualified, based on the evaluation criteria contained in this Request for Proposals (RFP).

Please read the information contained in this RFP to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations apply when submitting a proposal. To be considered for this work, it is required to submit all information requested in this RFP and, if invited, participate in an evaluation interview panel.

II. Background

In July 2024, the City Manager's Office created the Housing and Human Services Division (HHS) to prioritize and address the concerns of individuals experiencing homelessness and low-income residents. Interim Supportive Housing at Dignity Village and Emergency Supportive Housing provide a short to medium-term solution with the goal being a long-term, permanent housing solution. The City seeks a collaborative and skilled social service provider to operate Interim Supportive Housing at Dignity Village and Emergency Supportive Housing and serve vulnerable Alamedans, provide interim housing support services, including all facility management and operations, prepare clients for permanent housing, and produce monthly reports with qualitative and quantitative data.

Responsive providers may submit a proposal to operate either Interim Supportive Housing at Dignity Village or Emergency Supportive Housing or submit one proposal to operate both programs.

Interim Supportive Housing at Dignity Village

Dignity Village is a two story, 47-unit interim supportive housing project, located at 2350 Fifth Street in Alameda. Its neighbors include the College of Alameda, immediately adjacent to the South and East; affordable and market rate housing across Fifth Street to the West; and commercial district with restaurants and retailers such as Safeway and Target.

Dignity Village opened in May 2024 and can house up to 61 formerly homeless individuals, with five units specifically set aside for homeless youth aged between 18 to 24. There are 12 ADA units and seven (7) hearing and sight impaired units. Each of the 47 units measures 138 square feet and is equipped with a private, ensuite bathroom. Dignity Village also contains additional community buildings, including a dining space with food storage but no kitchen facilities, meeting rooms, private offices for support services staff, laundry room, and storage for resident belongings. The City's goal is to stabilize and prepare residents to move into permanent housing within 12 months.

Funding for Dignity Village comes from a combination of federal, state and local funding sources, including: HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) disbursed through the County of Alameda (County), a California Department of Housing and Community Development Homekey 2.0 grant (Homekey), Permanent Local Housing Allocation (PLHA) funds, City appropriated American Rescue Plan Act (ARPA) funds, and City General Fund dollars.

Intake and referrals come through the County's Coordinated Entry System. As required by the California

Department of Housing and Community Development Homekey program, services on-site are funded through to January 31, 2028.

Emergency Supportive Housing

Emergency Supportive Housing is an interim housing program with 26 beds located in four (4) City-owned properties at Alameda Point.

Two homes, known as the Big Whites, are five bedroom, three and a half bathroom homes with a shared kitchen, dining room, living room, outdoor space, as well as staffing offices and meeting space. The Big Whites contain twenty-six (26) congregate, adult beds with onsite staffing required year-round, 24 hours per day, seven days per week.

The two homes are dedicated for families and collectively contain fourteen (14) beds for adults and children. One home has three bedrooms and two bathrooms with a kitchen, dining, living, and outdoor space. The second home has four bedrooms and two and a half bathrooms with a kitchen, dining, living, and outdoors space. The program is currently funded through City appropriated ARPA and General Funds. Staffing is not co-located within the family homes, but all four homes are clustered in close proximity and staffing is accessible to all program participants.

III. Scope of Work and Budget Proposal

The City expects the Interim Supportive Housing and Emergency Supportive Housing Service Provider(s) to present a scope of work for high-quality services and cost-effective fee proposal with a five-year budget.

Both the Interim Supportive Housing Service Provider and Emergency Supportive Housing Service Provider must demonstrate a proven record of serving encamped individuals, families, pets, and working on long- and short-term solutions with individuals living on the street and/or in a vehicle with a trauma informed care approach to mental health needs, substance use disorders, immediate medical needs, and more. The City seeks responsive Service Provider(s) capable of building and managing relationships with residents, neighbors and businesses, other service providers, and City staff, collecting data and providing ongoing reports, coordinating and assisting with housing navigation services, providing support services, managing the facility and surrounding area, and communicating frequently and transparently with the City and partners to serve the unhoused community.

A proposal for on-site services must include:

- General provision of services using industry best practices including, de-escalation, trauma informed care, etc.
- Staffing and supervision twenty-four (24) hours a day, seven (7) days a week, 365 days during the year (24/7)
- Resident management
 - Intake and assessment
 - Case management including benefits advocacy and assistance
 - Onsite activities with resident input and coordination, including support groups, social events and activities that support physical and/or mental well being
 - Support Groups
 - Social Events
 - Organized Classes and Activities
 - Referrals and connection with services
 - Wellness checks
 - Referrals and coordination of services

- Implementation of Good neighbor Policy, Pet Plan and Agreement, and any other agreement that facilitates the client success
- Exit planning and after-care services
- For Dignity Village: Work in tandem with the full-time mental health clinician on-site who is managed by Alameda Family Services and tasked with the delivery of clinical groups, one-on-one therapy, and referral and resource connection
- For Emergency Supportive Housing: Savings plan development and management
- Housing navigation/housing focused case management and housing readiness preparation
- Meal service – selecting a provider and distributing two meals per day on site
- Property management, Security and Janitorial – on site, along the exterior perimeters in the immediate neighborhood within at least a two block radius.
- Collaboration with City and County services and social service partners in the City of Alameda throughout the County of Alameda
- Transportation support and management as necessary
- Managing data collection with monthly reporting to the City.

If submitting a proposal for both Interim Supportive Housing at Dignity Village and Emergency Supportive Housing, please separately identify the scope of work and costs associated with each program.

IV. **RFP Schedule**

RFP Issued	Tuesday, July 23
Deadline for RFP Questions	Monday, August 5 by 4:00 PM PST
RFP Q&A Posted	Monday, August 12
Proposals Due	Monday, August 19 by 9:00 AM PST
RFP Interviews	Week of August 26
Selection of Firm	Week of September 9

V. **Submittal Instructions**

Please submit your proposal electronically to humanservices@alamedaca.gov by 9:00 AM PST on Monday, August 19, 2024.

The proposal should be submitted as a single .pdf file, with the subject line: **(Name of Organization) Response to RFP: City of Alameda Interim and Emergency Supportive Housing services provider**. In the email, please specify whether the submission is for Interim Supportive Housing at Dignity Village, Emergency Supportive Housing or both.

Late proposals will not be accepted.

VI. **Questions**

Please email questions regarding the RFP to Housing and Human Services, at humanservices@alamedaca.gov by **4:00 PM PST on Monday, August 5**. Answers will be posted on the RFP webpage on Monday, August 12 on the City's RFP page: <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>

VII. **Submittal Requirements**

The City is requesting that submitted proposals contain the following information in the ensuing

order:

1. **Letter of Interest:** A letter expressing interest in being considered for the Interim Supportive Housing and/or Emergency Supportive Housing services provider. Please clearly state whether the submission is to provide services for Interim Supportive Housing at Dignity Village, for Emergency Supportive Housing or both.

Please also include a statement as to whether the Proposer's organization (including any previous version of Proposer's organization under a different corporate or other entity name), either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason. If so, please provide dates and resolution; a statement as to whether the organization, or any officer or employee of the company who has a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances (1 page maximum).

2. **Team Organization and Description:** Include an organizational chart and information about the specific relevant experience for the proposed employees and applicable staff. One employee must be designated as the principal contact for the City (1-page maximum).
3. **Key Staff/Team Experience:** For principals, employees, agents, and sub-service providers assigned to this project, describe the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the contract; and the type of work to be performed by each individual. Also include a description of the training program for all staff and which staff are trained in HMIS (5-page maximum).
4. **Program Management Experience:** Provide a list of projects of similar size, scope, and complexity as Interim Supportive Housing at Dignity Village or Emergency Supportive Housing, including the project name, contact name/phone/email for references, address, number and type of units (i.e., shelter beds, interim, transitional, permanent, permanent supportive) (2 page maximum).
5. **Scope of Work and Budget.** Provide a detailed scope of work with coverage 24 hours per day, seven days a week, 365 days of the year. Provide a definitive and clear approach, a well-developed and descriptive specific scope of service for all tasks and components and methods or procedures to perform each task. If submitting a proposal for both Interim Supportive Housing at Dignity Village and Emergency Supportive Housing, please provide a separate scope of work (and/or define where scope is combined across both programs) and separate costs for each program. The scope of work should align with the City's Core Principles (see Exhibit C).

The following outline provides a set of tasks and deliverables (5-page maximum).

Harm Reduction Outreach

- Utilize harm reduction and motivational interviewing skills to build trust and engage clients around priority felt and basic needs or emergency situations – food, health, income, transportation, etc.
- Establish communication links with and for clients – phone/cell phone, mailing address, e-mail, meeting locations, social support contacts.
- Provide psychological/emotional preparation and support for clients around obtaining housing – realistic expectations of wait times, realistic expectations of

housing options within budget, benefits and challenges of living with others, remaining hopeful, addressing fears/ambivalence of being housed, addressing unhealthy coping skills/street behavior that could disrupt housing, tenant obligations, conflict resolution preparation, etc.

- Develop rapport and build ongoing relationships with clients via regular and consistent contact.

Linkages

- Link clients with clinical care management and other service resources as needed and desired.
- Link clients with housing resource centers, housing navigation services, and interim or bridge housing resources, as desired and available, with the goal of helping individuals move from unsheltered to sheltered situations.
- Link clients with public benefits, including income supports and health insurance.
- Link clients with appropriate health care services – primary care, behavioral health, dental, etc. – based on their expressed needs and priorities.
- Link clients with appropriate legal resources – homeless caring court, record expungement services, and probation housing resources.
- Provide transportation assistance in the form of bus tickets or via cab or companion public transportation to assist clients with accessing benefits and services.
- Accompany clients to appointments, as needed, to obtain benefits and services.

Case Management: Office-Based

- Provide Case Management services focused on housing goals and assistance with navigating the systems for achieving positive housing outcomes provided onsite on a drop-in or appointment basis.
- Engage clients in services focused on fulfilling housing goals and support clients in achieving positive housing outcomes.
- Assess client needs, make relevant referrals, provide support in navigating various systems, connect clients with appropriate resources, and advocate for addressing client needs.

Housing Preparation

- Assess clients to address housing histories and barriers – positive references, credit history, rental history and prior convictions, criminal history, registered sex offender status, outstanding debts, and outstanding warrants. Use housing history to inform preparation work, complete early to avoid surprises.
- Get to know members or potential members of the client's household including pets and companion animals.
- Assess for potential to reconnect with family/friends for housing.
- Assess eligibility for permanent housing resources - deposit/move-in financial assistance, rapid re-housing, affordable housing, and permanent supportive housing.
- Assess the client's financial and resources situation and potential budget for housing – help with income and benefits acquisition, develop plan to help fund move-in costs.
- Help clients create tenant resumes – gather appropriate documentation including I.D., SS cards, proof of citizenship, child custody, and other key information to use on housing applications.
- Help identify and refer Home Stretch eligible clients to the Home Stretch registry.

- Expand life skills by encouraging participation in community chores and activities, community engagement, maintaining personal space, etc.

Reporting and Coordination/Collaboration with City and City Partners

- Meet with City staff a minimum of every two weeks in addition to other trainings and other meetings, as needed.
- Host one community meeting, at least quarterly, to hear and respond to feedback from neighbors.
- Ensure staff training on record keeping and data collection as well as timely submission of monthly, annual, and other reports as requested by the City.
 - Submit monthly reports by the 10th of each month for services provided the prior month, including data required by the City.
 - Submit an annual narrative report by July 15, which summarizes the previous fiscal year's accomplishments
 - Submit a final narrative report 15 days after the completion of the contract
- Actively participate in the City's Collaboration Advancing Resources, Efforts, and Supports (CARES) for Alameda's Homeless and its activities, including attending regular meetings and serving on workgroups and subcommittees, as appropriate.
- Actively participate in the City's Coordinated Outreach Team (COT) by attending regular meetings and serving on workgroups and subcommittees, as appropriate.
- Coordinate with Alameda Day Center and Safe Parking Program Administrator regarding unsuccessfully exited residents.
- Collaborate and coordinate with the Housing Resource Center.
Administer follow-up surveys to help improve service delivery and program effectiveness of the Interim Supportive Housing and/or Emergency Supportive Housing program.

Facility Management

- Create policies and procedures for appropriate service provision and facility management that are approved by the City
- Manage site cleanliness
- Maintain cleanliness in the immediate neighborhood (2 block radius), consistent with the Good Neighbor Policy listed in Exhibit D
- Provide email and phone access for neighbors to report issues in the surrounding area and describe response protocols
- Security personnel and protocols

6. The selected firm will be required to execute the Service Provide Agreement included in template form as Exhibit A. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. If Proposer wishes to take exception to any of the terms and conditions contained in the Agreement for Service, these should be identified specifically; otherwise include a statement of no exception, labeled as Exhibit A in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

VIII. Selection Process

Based upon the submitted written responses to this RFP, the City's selection team will review and rank the proposals according to the following criteria:

- A. The service provider's past experience and results with similar projects. (25 percent)
- B. The quality, experience, and background of key staff persons who will be working on the project. (20 percent)
- C. The services provider's demonstrated understanding of the proposed project and the Alameda community. (20 percent)
- D. The service provider's proposed Scope of Work (SOW) and ability to deliver services with a competitive five-year budget proposal. (35 percent)
- E. The service provider's ability to meet the City's standard contract requirements through execution of the Service Provider Agreement attached as Exhibit A; written confirmation of this condition is required to be eligible to submit a proposal.

IX. General Conditions

1. Nondiscrimination: Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. Permits, Licenses, and Insurance: The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
3. Signatures and Declarations: Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. City's Right to Waive: The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. City's Right to Modify the RFP: The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
6. City's Right to Suspend or Cancel the RFP: The City reserves the right, in its sole discretion, to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
7. City's Right to Reject Any Proposal: The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.

8. City's Right to Reject All Proposals: The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
9. City's Right to Extend RFP Deadlines: The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
10. Cost of Proposals: All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
11. Liability for RFP Errors: Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.
12. Proposals Property of City: Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
13. Oral and Written Explanations: The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
14. Public Record: All proposals submitted to the City are subject to the California Public Records Act.

Exhibits

Exhibit A: City's Standard Service Provider Agreement

EXHIBIT A - SERVICE PROVIDER AGREEMENT

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

RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: _____.
[City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued an RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][Provider was selected on a sole source basis because (must provide justification for sole source selection).][Other: Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the City’s administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years.]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]

D. [Whereas, the City Council authorized the City Manager to execute this agreement on _____.]

E. The City and Provider desire to enter into an agreement for _____, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

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

[The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to xxxx (x) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged [with the exception that the compensation shall be adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][with the exception that the compensation shall be adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe any compensation escalator.]

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.][as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. [If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.]

[If you wish to encumber department funds annually in the same amount, or if you are doing a contract with one-year extensions, then state: Compensation for this contract shall not exceed \$XX,XXX per year, for a total five-year compensation not to exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City]

[If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: Compensation for work done under this Agreement, shall not exceed as follows:

- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- FY XX-XX total compensation shall not exceed \$XX
- Total five-year compensation shall not exceed \$XXX,XXX]

Use of contingency shall be for items of work outside the original scope and requires

prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

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

8. NON-DISCRIMINATION:

Consistent with the City’s policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney’s fees and costs of litigation (“Claims”), arising from or in any manner connected to Provider’s performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s

indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

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

or

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

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

[(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.]

[(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, 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 with the following minimum limits:

\$2,000,000 per occurrence or claim.

(6) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.]

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. **EXCESS OR UMBRELLA LIABILITY:**

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

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

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

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: “Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City.”

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City’s preliminary examination or audit of records, and the City’s supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall

reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

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

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

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

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

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Title]
Ph: (510) [xxx-xxxx]

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

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

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

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Name/Title]
Ph: (510) [xxx-xxxx] / Email

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the

performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

31. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

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

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

(2) Selection for training, including interns and apprentices.

- A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
- C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant

to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

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

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

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

to:

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.]

32. NONDISCRIMINATION – HUD REQUIREMENTS:

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

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.

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

- B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
- C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

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

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be

denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

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

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) EMPLOYMENT AND CONTRACTING OPPORTUNITIES

- A. Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24

Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- C. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

(3) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall

also comply with the public accommodations requirements of Title III of the ADA, as applicable.

- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.]

33. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

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

34. MULCH PROCUREMENT REQUIREMENTS

Providers of landscaping maintenance, renovation, and construction shall:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with [14 CCR, Division 7, Chapter 12, Article 12](#) and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in [14 CCR Section 17852\(a\)\(24.5\)\(A\)\(1\) through \(3\)](#).

b. Maintain the following records for compost and SB 1383 eligible mulch and submit to the City upon request:

- (1) General description of how and where the product was used and applied;

- (2) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the compost and/or SB 1383 eligible mulch were procured;
- (3) Type of product
- (4) Quantity of each product; and,
- (5) Invoice or other record demonstrating purchase or procurement.]

35. OTHER CONDITIONS:

a. Subrecipient Monitoring and Management Requirements. In Exhibit C, City provides subrecipient with disclosures required under 2 CFR Section 200.330.

b. Federal Conditions Exhibit Certification-Public Service, Economic Development, and Micro Enterprise Monitoring and Management Requirements. In Exhibit D, City provides subrecipient with a list if relevant exhibits.

c. The City of Alameda Core Principles and Good Neighbor Policies are attached as Exhibits E and F, respectively.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY
a (California corporation, LP, LLC,
GP, sole proprietor/individual)

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
Assistant City Attorney

SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

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

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

REF: _____

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

SAMPLE

Name of Person or Organization:
 City of Alameda
 2263 Santa Clara Avenue
 Alameda, CA 94501-7558

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

REF: _____

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

NOTICE OF CANCELLATION:

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

EXHIBT A
SCOPE OF WORK

EXHIBIT B
BUDGET

EXHIBIT C
SUBRECIPIENT DISCLOSURES PER 2 CFR SECTION 200.331

CFDA Number	
CFDA Title	
Name of Federal Agency	
Unique Entity Identifier/UEI	
Subrecipient Name	
Federal Award Date (Date of award to City by HUD)	
Federal Award Identification Number	
Subaward Period of Performance Start and End Date	
Federal Funds Obligated by this Agreement	

EXHIBIT D

FEDERAL CONDITIONS EXHIBIT CERTIFICATION-PUBLIC SERVICE, ECONOMIC DEVELOPMENT, AND MICRO-ENTERPRISE

With this certification, [PROVIDER] acknowledges that we have read the Federal Conditions (Section 33 of the Service Provider Agreement) and the corresponding exhibits, which are available online. We understand that these exhibits are a condition of the Memorandum of Understanding. We understand that the exhibits that are relevant to the federal funds are listed below:

List of Exhibits Reviewed:

- Exhibit 1: 2 CFR 200 - Audit Requirements
- Exhibit 2: 2 CFR 215 - Uniform Administrative Requirements (24 CFR Part 84)
- Exhibit 3: 2 CFR 230 - Cost Principles for Non-Profits
- Exhibit 4: 24 CFR 570.601 Fair Housing Non-Discrimination
24 CFR 570.602 Section 109 Non-Discrimination
24 CFR 570.607 EEO and Non-Discrimination
24 CFR 570.912 Nondiscrimination Compliance
- Exhibit 5: 24 CFR 570.604 Environmental Study (24 CFR Part 58)
- Exhibit 6: 24 CFR 570.605 National Flood Insurance
- Exhibit 7: 24 CFR 570.611 Conflict of Interest
24 CFR 92 Home Investment Partnerships Program
- Exhibit 8: 24 CFR 87 Restrictions on Lobbying
- Exhibit 9: 49 CFR 24 Part 24 Real Property Acquisition
24 CFR 570.606 Relocation and Displacement
- Exhibit 10: 24 CFR 570.207 Ineligible Activities and Restrictions on Political Activities
- Exhibit 11: 24 CFR 570.200 (j) Restrictions On Religious Activities
- Exhibit 12: 24 CFR 3.400 Education Non-Discrimination
- Exhibit 13: HUD Notice Final Guidance Implementing Policies Required by Executive Order 13166

By: _____
Name
Title

EXHIBIT E

CORE PRINCIPLES

Housing First

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

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

Harm Reduction

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

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

Trauma-Informed Care

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

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

Cultural Competency, Racial Equity, and Inclusivity

Programs must consider cultural and linguistic competency, racial equity, gender inclusivity, and other intersecting factors in addressing the needs of populations to be served.

Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Proposers must demonstrate the capacity to accommodate special populations within the proposer's general population (i.e., youth, LGBT, disabled clients, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement, to policy implementation, and to service delivery procedures and philosophies. The Interim Supportive Housing services provider requires, at a minimum, effective communication, including, among other things, the provision of service and information in appropriate language, at appropriate educational and literacy levels, and in the context of the individual's cultural identity.

EXHIBIT F
City of Alameda
Housing and Human Services
Good Neighbor Policies

PROGRAM:

CLIENTS TO BE SERVED:

HOURS TO BE SERVED:

GOOD NEIGHBOR AGREEMENT:

The purpose of the Good Neighbor Agreement is to ensure that the PROVIDER is actively working with residents of LOCATION to serve as positive neighbors to the surrounding community and the City at large. Achievable goals include:

- Create an organizational framework that addresses the community's needs for responsive communications and effective problem resolution. The proposed management structure aims to be a model of best practices in the field of homeless services by exemplifying the principles of accountability, responsiveness, and effectiveness.
- Involve the community in planning and decisions in the continued development of services for individuals and families without homes.
- Share respectful, open, and transparent communications regarding the program.
- Ensure effective long-term monitoring and oversight of LOCATION.
- Communicate as needed with the City and community about the management and problem resolution systems for the program.
- Inform the community about the program's objective, which is to provide low barrier, interim supportive housing and case management services leading to permanent housing solutions.

1. Guiding Principles

The PROVIDER will adopt the following guiding principles:

- Neighborhood – Maintain the health, safety, attractiveness, and livability of the immediate surrounding area by proactively implementing good neighbor practices.
- Units – Guide residents in the responsibilities attached to the maintenance of a home.
- Residents – Create a community environment that fosters a sense of home, dignity, self-determination, and improved quality of life for formerly homeless individuals and families.
- Property/Site – Maintain the buildings and grounds in cooperation with the residents at the highest quality to ensure the safety and wellbeing of residents, the longevity of the buildings, and enhancement of the surrounding neighborhood.

2. Community Engagement and Communication

Transparent and responsive communications between PROVIDER and the community are essential to create and maintain positive relationships regarding the project.

- The PROVIDER will engage the community to keep it informed and provide opportunities for input to improve the program. Clear definition of scope. A scope of work will be created

for community comment to establish an understood level of service for the program. It will be reviewed and revised by the City and PROVIDER as needed.

3. Strong Safety Plan

Safety and security are essential for residents to live peacefully and to maintain the attractive character of the surrounding neighborhood. PROVIDER will develop and commit to policies and practices to ensure community safety and to respond swiftly to the concerns of neighbors. The program will create and maintain a safety plan. The plan will include safety measures to:

- Address emergencies including, but not limited to, fire, earthquake, and medical.
- Protect foot, bicycle, and auto traffic.

Staff trained in crisis intervention and de-escalation will be available to monitor LOCATION twenty-four hours a day. Staff will also be able to identify emergency situations and have the authority to intervene in disputes, identify rule violations, and connect residents with the appropriate resources to diffuse and stabilize situations.

The building and grounds will be maintained by the PROVIDER. The PROVIDER will be responsible for landscape upkeep, maintenance requests (emergency response when needed), communicating when exterior and interior repairs are needed, and seven day a week janitor services. Damage, such as graffiti, will be addressed and, if possible, removed by the next business day.

The PROVIDER will ensure that when repairs are being done by the City or the City's designated agent, program participants are not in the area of the work and any valuables are to be removed from the area of work before the work is started.

The City will receive a copy of the Safety Plan and have the opportunity to review and make recommendations to strengthen the plan.

4. Complaint Process

Should an issue arise, neighbors of LOCATION will be asked to call or email the PROVIDER's Point of Contact (POC) at _____ or (510) _____. The POC will document contacts by listing the date, time, type of complaint and action(s) to be taken. The POC will respond (when possible) via email/phone to all incidents within 24 hours, copying City staff. City staff may follow up to confirm that the issue has been resolved.

5. Goals & Outcomes

The goal of the project is to house and serve homeless individuals and families. Successful outcomes will include:

- **Residents** will improve their housing stability and quality of life in a supportive environment.
- **The surrounding neighborhood** will benefit from the establishment of LOCATION with attractive and well-maintained facilities.
- **The City of Alameda and Alameda County** will strengthen the system of care for our most vulnerable residents. The program provides 47 units with en suite bathrooms, two meals a day plus snacks, 24 hour per day, seven days a week onsite support, and janitorial and laundry services.

6. Case Management & Supportive Services

All residents will work with a PROVIDER Case Manager, Housing Navigator, Ambassador,

and Activities Coordinator. Additional supportive services will be tailored to the needs of the residents. The Service Plan for each individual and/or family will be reviewed by the Site Manager and revised as needed.

7. Good Neighbor Orientation

PROVIDER will create and review a Good Neighbor policy with residents within 24 hours of moving in. Residents will sign a Good Neighbor Agreement and be held to the behaviors and practices outlined in the Agreement. Violation of the Good Neighbor Agreement will be grounds for dismissal from LOCATION.

Appendix to the Good Neighbor Policies
[LOCATION]
GOOD NEIGHBOR AGREEMENT

Resident Name: _____

Resident Address: _____

Resident Phone: _____

Resident Mobile: _____

Resident Email: _____

The purpose of the Good Neighbor Agreement is to ensure that you are committed to working with Building Opportunities for Self-Sufficiency to act as a positive neighbor to the surrounding community and the City at large. You are required to actively participate and engage in the framework provided by staff of LOCATION to address your community's need for responsive communication and effective problem solving. Your participation requires direct and regular communication with staff. As a partner in decision making, your participation in the on-going development of services will require your willingness to share respectful, open, and transparent communications regarding the program, your new unit, your neighborhood, and your surrounding community.

Please review the following carefully with LOCATION staff. Violation of the Good Neighbor Agreement will be grounds for removal from the program.

1. Guiding Principles

- Neighborhood – Maintain the health, safety, attractiveness, and livability of the immediate surrounding area by proactively contributing to good neighbor practices;
- Homes – Take ownership of the responsibilities attached to the maintenance of a home with support from staff as needed;
- Resident – Create a community environment that fosters a sense of home, dignity, self-determination, and improved quality of life;
- Property/Site – Cooperate with staff to maintain the building and grounds at the highest quality to ensure the safety and wellbeing of residents, the longevity of the buildings, and enhancement of the surrounding neighborhood.

2. Community Engagement and Communication

Transparent and responsive communications between you and staff are essential to create and maintain positive relationships. Please consider participating in public outreach and/or opportunities for input regarding LOCATION.

3. Strong Safety Plan

Safety and security are essential for you to live peacefully and to maintain the attractive character of your surrounding neighborhood. Staff will develop and commit to policies and practices to ensure community safety and to respond swiftly to the concerns of neighbors. Staff will create and maintain a safety plan adapted to the specific safety and needs of your individual home. You will review any and all safety plans with staff and follow plans and staff directives in the event of an emergency.

The plan will include safety measures to:

- Address emergencies including, but not limited to, fire, earthquake, and medical.
- Protect foot, bicycle, and auto traffic.
- Identify safe egress locations.

Staff that are trained in crisis intervention and de-escalation will be available to monitor LOCATION 24 hours a day. Staff will also be able to identify emergency situations and have the authority to intervene in disputes, identify rule violations, and connect you with the appropriate resources to diffuse and stabilize situations.

Residents will ensure that when repairs are being done by BOSS, the City, or the City's designated agent, the area of the work will be cleared and unoccupied and any valuables and/or personal items are removed from the area of work before the work is started.

The City will receive a copy of the Safety Plan and have the opportunity to review and make recommendations to strengthen the plan. Residents who do not follow safety plans may be asked to leave the program.

4. Complaint Process

Should an issue arise, you or the neighbors of the Emergency Supportive Housing program will be asked to contact LOCATION Site Manager, _____ at _____ or (510) _____.

- The Site Manager will document issues by listing the date, time, type of complaint, and action(s) to be taken.
- The Site Manager will inform direct program staff of the issue and residents will be asked to meet with program staff to discuss and resolve any issues as needed.
- Your participation in the resolution and follow up of any complaints is required.

5. Goals & Outcomes

The goal of LOCATION is to house and serve unhoused individuals and families. Successful outcomes will include:

- **Residents** will improve their housing stability and quality of life in a supportive environment. Residents will leave LOCATION with a long-term housing plan and significant savings.
- **The surrounding neighborhood** will benefit from the establishment of LOCATION with attractive and well-maintained facilities.
- **The City of Alameda and Alameda County** will strengthen the system of care for the most vulnerable residents. The program provides 47 units with en suite bathrooms, two meals a day plus snacks, 24 hour per day, seven days a week onsite support, and janitorial and laundry services.

6. Case Management & Supportive Services

All residents will work with a Case Manager, Housing Navigator, Ambassador, and Activities Coordinator. Additional supportive services will be tailored to your needs. Each individual and/or family will have a Service Plan which will be reviewed by the Site Manager and updated as needed.

7. Good Neighbor Orientation

You will review and sign the Good Neighbor Agreement within 24 hours of moving in. You, your family members, and guests will be held to the behaviors and practices outlined in the Good Neighbor Agreement. Staff may provide additional orientation and/or training regarding best neighbor practices in which you will be required to participate. Violation of the Good Neighbor Agreement will be grounds for dismissal from the program.

The Good Neighbor Agreement has been reviewed with me by LOCATION staff. I understand and agree to abide by the Good Neighbor Agreement. I further understand that a violation of the Good Neighbor Agreement may result in me and/or my family being asked to leave LOCATION.

Date: _____

Resident Name: _____

Resident Signature: _____

Date: _____

LOCATION Staff Name: _____

LOCATION Staff Signature: _____