

**CONTRACT FOR THE USE OF HOME FUNDS
BETWEEN
ISLAND CITY DEVELOPMENT
AND
THE CITY OF ALAMEDA**

THIS CONTRACT FOR THE USE OF HOME FUNDS (“Contract”), made and entered into as of _____, 2016 by and between the CITY of ALAMEDA, a municipal corporation existing under the law of the State of California and its Charter (“CITY”) and ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation (“CONTRACTOR”).

RECITALS

This Contract is entered into upon the following facts, understandings, representations, and intentions of the parties:

A. CITY states that this Contract to provide funds is conditioned on the responsible entity’s determination to proceed with, modify, or cancel the project based on the results of the NEPA environmental review.

B. CITY is desirous of contracting with CONTRACTOR for the provision of certain services described in Exhibit A attached hereto.

C. CITY is a Participating Jurisdiction in the Alameda County HOME Consortium and a recipient of funds pursuant to the HOME Investment Partnership Act, under the U.S. Department of Housing and Urban Development.

D. On October 18, 2016, the City Council approved funding recommendations for the Del Monte Senior Housing Project.

E. CONTRACTOR represents it is willing and able to perform duties and render services which are determined by the CITY to be necessary or appropriate for the welfare of residents of the CITY.

F. CITY desires that such duties and services be provided by CONTRACTOR, and CONTRACTOR agrees to perform such duties and render such services on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the promises and the respective covenants and agreements contained herein, the parties hereby agree as follows:

1. CONTRACTOR shall perform the duties and services described in Exhibit A attached hereto, and shall comply with all provisions, perform all work, and provide all such duties and services set forth in Exhibit A attached hereto in a professional and diligent manner.

2. CITY has allocated Two Hundred Forty Eight Thousand Seven Hundred Forty Dollars (\$248,740) in HOME funds to be expended under this Contract. The terms and conditions for payment are set forth in Exhibit B attached hereto.

3. The activities to be performed by CONTRACTOR under this Contract shall begin as of December 1, 2016 and shall terminate on the earlier of May 31, 2018, or upon completion of CONTRACTOR'S performance hereunder as determined by CITY in its sole discretion.

4. All housing assisted through this Contract shall meet at a minimum the HOME affordability requirements of 24 CFR Part 92.252 or 92.254. For all housing assisted through this Contract, CONTRACTOR shall execute a regulatory agreement that will be recorded as a deed restriction and will specify a term of affordability that will last at least fifty-nine (59) years from the issuance of the certificate of occupancy for such housing.

5. CONTRACTOR shall maintain on a current basis complete records, including books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks, and related documents and records to assure proper accounting of funds and performance of this Contract in accordance with instructions provided and to be provided by CITY. CONTRACTOR shall comply with all such instructions.

6. CONTRACTOR shall maintain project-specific records demonstrating compliance with the HOME regulations at 24 CFR Part 92, Subpart F, concerning property standards, energy efficiency, tenant protection, qualification as affordable housing, and other project requirements. All such records shall be made available for inspection by CITY upon CITY's request.

7. As required by HOME regulations, all project records are to be retained by CONTRACTOR for at least three (3) years beyond the term of affordability for the units acquired, rehabilitated or constructed under this Contract. Because the term of affordability under this Contract is fifty-nine (59) years, CONTRACTOR shall retain records for a minimum of sixty-two (62) years. CONTRACTOR shall cooperate with CITY in the preparation of, and will timely furnish any and all information required for reports to be prepared by CITY as may be required by the rules, regulations, or requirements of CITY or of any other governmental entity. CONTRACTOR shall also permit access to all books, accounts, or records of any kind to CITY or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this Contract.

8. CONTRACTOR shall comply with all federal requirements specified in the HOME regulations at 24 CFR Part 92, Subpart H, governing equal opportunity, fair housing, affirmative marketing, relocation, labor standards, environmental review, lead-based paint, and other federal requirements.

9. CONTRACTOR agrees to indemnify and hold harmless the CITY and the Housing Authority of the City of Alameda and all their officers, supervisors, employees, agents, and

contractors for any and all claims, actions, demands, costs, expenses, and liability arising out of, attributable to or otherwise occasioned, in whole or in part, caused by any act or omission of CONTRACTOR or its agents, contractors, servants, employees, or invitees arising from or relating to the performance of this Contract, and to pay all claims, damages, judgments, legal costs and attorneys' fees related thereto. The foregoing indemnity shall exclude any indemnified claims to the extent they result from the sole negligence or willful or misconduct of an indemnified party.

10. CITY, with fourteen (14) day prior written notice to CONTRACTOR, may at any time during the term of this Contract conduct an evaluation of the CONTRACTOR's performance with respect to this Contract. Such evaluation may cover both the objectives and program of CONTRACTOR. CONTRACTOR shall maintain and retain records with respect to such objectives, program, and evaluations, and shall cooperate with CITY in making these or any other evaluation reports. CONTRACTOR shall permit access by CITY to the premises, shall furnish all information requested by CITY, and shall afford CITY access to all such records of CONTRACTOR.

11. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR may transfer interest in this Contract and the Promissory Note described below (whether by assignment or novation) with prior written approval of CITY, which shall not be unreasonably withheld. CONTRACTOR may assign its rights to receive compensation from the CITY for performance of this Contract to financial institutions for the purpose of securing financial resources, provided that written consent from CITY shall have first been obtained. No party shall, on the basis of this Contract, in any way contract on behalf of, or in the name of, the other party to the Contract, and any attempted violation of these provisions shall confer no rights, and shall be void.

12. Neither CONTRACTOR nor any of its employees shall by virtue of this Contract be an employee of CITY for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of CITY employees. CONTRACTOR shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

13. CONTRACTOR shall maintain the confidentiality of any information which may be obtained with this work. CITY shall respect the confidentiality of information furnished by CONTRACTOR to CITY.

14. CONTRACTOR shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, in the performance of this Contract.

15. CONTRACTOR shall comply with all requirements which are now, or which may hereafter be, imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the CITY or the Alameda County HOME Consortium. CONTRACTOR shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution in order to

obtain any federal funds under any federal programs without prior written approval of CITY. Further, CONTRACTOR agrees that upon the receipt of any funds granted, loaned, or otherwise distributed by the CONTRACTOR that CITY paid to CONTRACTOR under this Contract, or the receipt of any funds by the CONTRACTOR as a direct result of any funds granted, loaned or otherwise distributed by the CONTRACTOR that CITY paid to CONTRACTOR under this Contract, CONTRACTOR shall return the funds to CITY, unless CITY otherwise directs in writing.

16. CONTRACTOR shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, and agrees that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors, 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 by CITY pursuant to this Contract.

17. CONTRACTOR shall not, during the term of this Contract, without obtaining the prior written consent of CITY, permit any member of the governing board or its equivalent of the CONTRACTOR to perform for compensation any administrative or operational functions for the CONTRACTOR with respect to the performance of this Contract (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions).

18. CITY and CONTRACTOR agree to abide by uniform administrative requirements stated in 24 CFR Part 92.505.

19. Rental units assisted with the HOME funds disbursed through this Contract must be maintained in compliance with the Housing Quality Standards established by the Alameda County HOME Consortium for the duration of the regulatory agreement executed in conjunction with the project. Floating units will be identified at occupancy and the number of HOME units will be specified. A current legal description of the Project is attached hereto as Exhibit C.

20. CONTRACTOR shall not request disbursement of HOME funds pursuant to this Contract until the funds are needed for payment of eligible costs. The amount of each request shall be limited to the amount needed.

21. In conjunction with performance of this Contract, CONTRACTOR has been made cognizant of and will comply with, all applicable affirmative action, anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CONTRACTOR will use its best efforts to utilize minority and female enterprises and ensure that minority and female-owned enterprises have equal opportunity to compete for subcontractor work under this Contract. CONTRACTOR shall maintain records documenting data on the race, ethnicity, and single-headed household status (by gender of household head) of households applying for or benefiting from HOME-funded activities, on actions taken to affirmatively further fair housing, and on outreach to minority and female enterprises, including, to the extent available, data indicating the racial/ethnic or gender character of each business receiving a subcontract of \$25,000 or more paid with HOME funds.

22. CONTRACTOR and CONTRACTOR's employees shall comply with the CITY's policy of maintaining a drug-free work place. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any CITY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a CITY facility or work site, the CONTRACTOR within five days thereafter shall notify the head of the CITY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Contract.

23. Time is of the essence in each and all provisions of this Contract.

24. CONTRACTOR shall maintain, at all times during the term of this Contract, the insurance and bonding documentation described in Exhibit D attached hereto, and shall comply with all other requirements set forth in Exhibit D attached hereto.

25. CONTRACTOR shall comply with the requirements of the Section 3 Plan, attached hereto as Exhibit E.

26. CONTRACTOR shall comply with the property management standards required of all federal grantees, attached hereto as Exhibit F.

27. Permits and Licenses. CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates, and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

28. Reports.
Each and every report, draft, work product, map, record, and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by CONTRACTOR pursuant to or in connection with this Contract, shall be the exclusive property of CITY. CONTRACTOR shall not copyright any Report required by this Contract and shall execute appropriate documents to assign to CITY the copyright to Reports created pursuant to this Contract. Any Report, information and data acquired or required by this Contract shall become the property of CITY, and all publication rights are reserved to CITY.

All Reports prepared by CONTRACTOR may be used by CITY in execution or implementation of:

- (a) The original Project for which CONTRACTOR was hired;
- (b) Completion of the original Project by others;
- (c) Subsequent additions to the original project; and/or
- (d) Other CITY projects as appropriate.

CONTRACTOR shall, at such time and in such form as CITY may require, furnish reports concerning the status of services required under this Contract.

All Reports required to be provided by this Contract shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single

sided.

No Report, information or other data given to or prepared or assembled by CONTRACTOR pursuant to this Contract shall be made available to any individual or organization by CONTRACTOR without prior approval by CITY.

29. Records. CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this Contract.

CONTRACTOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to the representatives of CITY or its designees to such books and records at proper times; and gives CITY the right to examine and audit same; and to make transcripts therefrom as necessary; and to allow inspection of all work, data, documents, proceedings and activities related to this Contract. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

30. Notices. All notices, demands, requests or approvals to be given under this Contract shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from CONTRACTOR to CITY shall be addressed to CITY at:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501-2161
Attention: Rent and Community Programs Director

All notices, demands, requests, or approvals from CITY to CONTRACTOR shall be addressed to CONTRACTOR at:

Island City Development
701 Atlantic Ave.
Alameda, CA 94501
Attention: President

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

Each of the exhibits referenced in this Contract is attached hereto and incorporated herein.

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

CITY OF ALAMEDA,
a municipal corporation

ISLAND CITY DEVELOPMENT
a California nonprofit public benefit corporation

Jill Keimach
City Manager
Date: _____

Vanessa Cooper
President
Date: _____

Recommended for approval:

Debbie Potter
Community Development Director

Approved as to form:

Michael Roush
Assistant City Attorney

EXHIBIT A

WORK PROGRAM BETWEEN ISLAND CITY DEVELOPMENT AND CITY OF ALAMEDA

1. Upon approval of the Housing Development and Programs Manager of the CITY or his/her designee, CONTRACTOR shall use the HOME funds subject to this Contract to fund predevelopment expenses associated with the development of housing units for very low income families in the City of Alameda in Alameda County.
2. CONTRACTOR shall have primary responsibility for carrying out all phases of the predevelopment, including, but not limited to, securing additional financing; obtaining planning approvals; and project design. All actions related to the predevelopment of the project shall be reviewed and approved by the Housing Development and Programs Manager or his/her designee prior to commencement.
3. One hundred percent (100%) of the HOME-assisted units developed under this Contract shall rent for no greater than 30 percent (30%) of 60 percent (60%) of the area median income minus utility allowance and shall be occupied by households with incomes of not more than 60 percent (60%) of the area median income. If necessary to ensure the project's financial feasibility, and with the permission of the Housing Development and Programs Manager or his/her designee, the affordability of the units may be adjusted within the limits allowed by HOME.
4. CONTRACTOR shall execute a Promissory Note for the Two Hundred Forty Eight Thousand Seven Hundred Forty Dollars (\$248,740) of HOME funds to be expended under this Contract. The term of the Note shall be for at least fifty-five years. The loan shall bear simple interest at the rate of 3%.
5. Upon CONTRACTOR's acquisition of a leasehold interest in this site, CONTRACTOR shall record against the Property a Regulatory Agreement, which shall specify affordability and occupancy levels, term of affordability, maintenance and management standards, and other related requirements, and shall secure payment of the Promissory Note. The Housing Development and Programs Manager or his/her designee shall set the terms and conditions of the Promissory Note and Regulatory Agreement
6. CONTRACTOR shall meet specific timelines for the following tasks, which may be extended with the CITY's prior written approval:

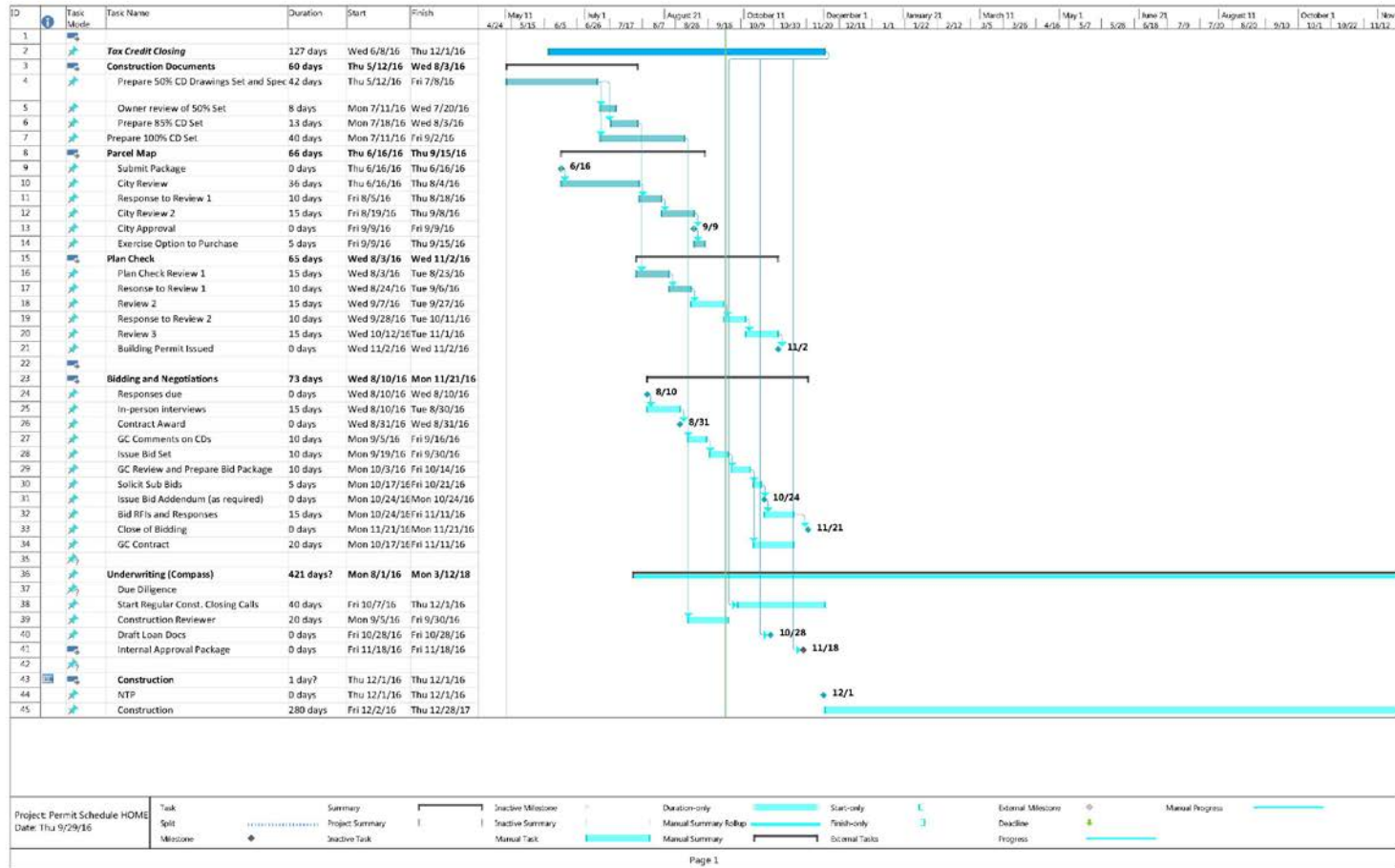
Commencement of Construction	December 1, 2016
Initial Occupancy	May 2018

If the timeline for these tasks is not met, the Housing Development and Programs Manager or his/her

designee, at his/her option, may void the Contract. The timeline for these tasks may be changed upon prior written approval of the Housing Development and Programs Manager or his/her designee.

7. Contractor shall meet the HOME Match obligation of 25% of the total amount of HOME funds provided, which is equal to Sixty Two Thousand One Hundred Eighty Five Dollars (\$62,185) of non-federal funds.

Development Schedule



	BL	BM	BN	BO	BP	BQ	BR	BS
3	SOURCES AND USES OF FUNDS							
4								
5	SOURCES OF FUNDS							
6	AMOUNT TERMS							
7	First Mortgage - supported by tenant rents and Section 8		2,178,300	CCRC, 15 year amort term, 10-yr T + 3%				5.00%
8	Alameda Housing Authority loan of funds from developer's IZ contribution		3,600,000	3% simple, 55 year term, residual receipts				1.76%
9			80,447	accrued interest during construction				
10	City HOME loan		248,740	3% simple, 55 years, residual receipts				1.76%
11			5,558	accrued interest during construction				
12	Construction Loan		9,887,527	BBVA Compass, 23 months, LIBOR + 1.6%				3.50%
13	Deferred developer fee			0 payable in less than 12 years				0.00%
14	General Partner		100					
15	Limited Partner @ 99.99%		9,287,939	NEF		1.120	FED cents/dollar	
16	TOTAL SOURCES		25,388,612			1.120	PV cent/dollar	
17						4.148%	IRR	
18								
19								
20	USES OF FUNDS							
21			TOTAL COST	DEPRECIABLE	BASIS FOR 9% CREDIT	BASIS FOR PV CREDIT	EXPENSED/ AMORTIZED	NON DEPRECIABLE
22	Land acquisition - lease from Alameda Housing Authority - value \$3,410,000		0					0
23	Legal and closing costs		25,000					25,000
24	Offsite or site work not in basis		170,074					170,074
25	Site improvements in basis		487,987	487,987	487,987			
26	New Construction		8,201,939	8,201,939	8,201,939			
27	Contractor general requirements/ overhead/profit		1,200,000	1,200,000	1,200,000			
28	Contractor bond and insurance		200,000	200,000	200,000			
29	PV system		200,000	200,000	200,000	200,000		0
30	Personal Property in Construction Contract		40,000	40,000	40,000			
31	Furniture Purchased by Owner		50,000	50,000	50,000			
32	Construction contingency - adjust here	10.73%	1,126,367	1,126,367	1,126,367	23,364		
33	Impact Fees (net of waived fees)		360,288	360,288	360,288			
34	Permits and utility hookups		75,000	75,000	75,000			0
35	Architecture		520,000	520,000	520,000	10,786		
36	Survey, engineering, testing		250,000	250,000	250,000	5,186		
37	Construction management		150,000	150,000	150,000	3,111		
38	Environmental reports		20,000	20,000	20,000			
39	Soft cost contingency		150,000	150,000	150,000			
40	Construction Loan Fees @ 75%		74,906	74,906	74,906	1,554	0	
41	Perm loan fee CCRC 1%		21,783	0	0		21,783	
42	Interest on soft loans during construction		86,006	86,006	86,006			
43	Taxes during construction		30,000	30,000	30,000			
44	Construction Loan Interest during construction - 16 months		279,651	279,651	279,651	5,801		
45	Construction loan interest post construction - 7 months		174,944				174,944	
46	Construction lender legal and costs		60,000	60,000	60,000			
47	Course of Construction Insurance		150,000	150,000	150,000			
48	Title - Construction Loan Closing		20,000	20,000	20,000			
49	Appraisal		10,000	10,000	10,000			
50	Tax Credit Allocation Committee Fees		47,155				47,155	0
51	Legal Fees - Organization		5,000				5,000	
52	Legal Fees - Construction Loan Closing		30,000	30,000	30,000			
53	Legal - Syndication		40,000					40,000
54	Legal - Permanent loan closing		10,000				10,000	
55	Title - Permanent loan closing		10,000				10,000	
56	Market Study		15,000					15,000
57	Consultant - Syndication		40,000					40,000
58	Marketing		40,000				40,000	
59	Project Audit		20,000				20,000	
60	Operating Reserves - 8 mo operations		209,985					209,985
61	Development Fee - capped in TCAC app		800,000	800,000	800,000	16,594		
62	Repayment of Construction Loan		9,887,527					9,887,527
63	TOTAL PROJECT COSTS		25,388,612	14,572,144	14,572,144	288,395	328,862	10,487,598
64				14,532,185	14,532,185			

DEVELOPMENT BUDET

EXHIBIT B

CONDITIONS OF PAYMENT BETWEEN ISLAND CITY DEVELOPMENT AND CITY OF ALAMEDA

1. Before any disbursements may be made, CONTRACTOR shall establish a budget, to be approved in writing by the Housing Development and Programs Manager of the CITY or his/her designee, specifying by line item the expenditures to be made with HOME funds.
2. All funds disbursed to CONTRACTOR must be reimbursement or expended within fifteen (15) days of approval of the disbursement request.
3. CONTRACTOR may request disbursement of up to Two Hundred Forty Eight Thousand Seven Hundred Forty Dollars (\$248,740) to pay predevelopment costs including, but not limited to, appraisal, insurance, architectural fees, engineering, survey, permits, market assessment, and consultant services. Any such request must be accompanied by invoices or other documentation of costs incurred.
4. Any change in the budget that results in lower costs shall be communicated to CITY immediately. If the Housing Development and Programs Manager or his/her designee determines that the total amount of funds under this Contract exceeds the amount necessary to complete the project, the Housing Development and Programs Manager or his/her designee may adjust the Contract accordingly at the CITY's sole discretion.
5. Conditions for Satisfactory Performance

The following conditions apply to all HOME funded projects:

- a. The CITY must receive a completion report from the CONTRACTOR setting forth the income, household size, and ethnicity of tenants of the project and the unit size, rent amount and utility allowance for all units in the project.
- b. The CITY must receive a cost certification for the project from the CONTRACTOR showing all uses and sources.
- c. The CITY must receive from the CONTRACTOR copies of the final certificate of occupancy for the project, to other equivalent document evidencing completion of the construction.
- d. The CITY must receive from the CONTRACTOR current evidence of insurance coverage.
- e. The CITY must receive from CONTRACTOR and approved a form of lease and marketing plan for the project.
- f. The CITY must receive from CONTRACTOR evidence of marketing for any vacant units in the project such as copies of flyers, list of media ads, and list of agencies and organizations receiving

information on availability of units, as applicable.

g. The CITY must receive from the CONTRACTOR evidence that the CONTRACTOR has complied with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u.

h. The CITY must receive from the CONTRACTOR evidence that the CONTRACTOR has complied with requirements regarding minority-owned and women-owned business enterprises.

i. The CITY must receive from CONTRACTOR all relevant contract activity information.

j. The CITY must receive from CONTRACTOR contact information for the property manager of the project and the name and phone number of the on-site property manager.

k. If the CONTRACTOR was required to pay prevailing wages under the Davis-Bacon Act (40 USC 3141-3148), the CITY must receive from the CONTRACTOR all certified payrolls, and any identified payment issues have been resolved, or the CONTRACTOR is working diligently to resolve any such issues.

l. The CITY must receive a written draw request from the CONTRACTOR, including certification that the condition set forth in Section 6.a. continues to be satisfied, and setting forth the proposed uses of funds consistent with the approved development budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. CONTRACTOR shall apply the disbursement for the purpose(s) requested..

m. The CITY received the initial identification of the floating units during initial occupancy, if any.

6. Notwithstanding anything to the contrary in this Agreement, in the event that the Project is canceled or the CONTRACTOR determines, and the CITY concurs, that it is not feasible to proceed with the Project, the CITY shall forgive the CONTRACTOR'S obligation to repay any funds which have been disbursed under this Agreement and utilized for permitted costs.

EXHIBIT C

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION Real property in the City of Alameda , County of Alameda, State of California, described as follows: BEING A PORTION OF PARCEL C, AS SAID PARCEL C IS SHOWN AND SO DESIGNATED ON THE FINAL MAP FOR TRACT 7170 RECORDED MARCH 7, 2002, IN BOOK 263 OF MAPS, AT PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN LINE OF SAID PARCEL C, SAID POINT BEING THE SOUTHERN TERMINUS OF THAT CERTAIN COURSE SHOWN AND SO DESIGNATED AS "NORTH 04°15'44" EAST 253.25 FEET" ON SHEET 3 OF 11 O2 SAID MAP; THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID WESTERN LINE, NORTH 04°15'44" EAST 87.43 FEET; THENCE, LEAVING SAID WESTERN LINE, SOUTH 85°44'16" EAST 113.01 FEET; THENCE, SOUTH 04°15'55" WEST 229.96 FEET TO A POINT ON SAID WESTERN LINE OF PARCEL C; THENCE, ALONG SAID WESTERN LINE, THE FOLLOWING TWO (2) COURSES: 1) ALONG THE ARC OF A NON-TANGENT 234.90 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 37°15'27" EAST, THROUGH A CENTRAL ANGLE OF 09°05'09", AN ARC DISTANCE OF 37.25 FEET, AND 2) ALONG THE ARC OF A COMPOUND 323.27 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 46°20'36" EAST, THROUGH A CENTRAL ANGLE OF 26°06'54", AN ARC DISTANCE OF 147.34 FEET TO SAID POINT OF BEGINNING. APN: 072-0383-004 (Affects this and other property).

EXHIBIT D

CERTIFICATE OF INSURANCE

Please complete the following information:

CONTRACTOR: ISLAND CITY DEVELOPMENT

CONTRACT TERM: _____, 2016 through May 31, 2017

POLICY/BOND ENDORSEMENT REQUIREMENTS

Contractor's policies or bonds shall be endorsed as follows:

Name City of Alameda, its City Council and Commissions, its Boards, officers, agents and employees as Additional Insured/Obligees with respect to services being provided, but City is not liable to the insurance company for any premiums, costs or assessments in connection with Contractor's policy/bond, as a result of being an Additional Insured. An endorsement must be submitted with the insurance certificate naming the City as additional insured.

Provide City 30 days advance written notice of cancellation, non-renewal or reduction in limits or coverage including the name of the Contract, mailed to the following address:

Housing Development and Programs
City Department to Receive Notice(s)

Housing Development and Programs Manager
Individual Coordinating Contracts

701 Atlantic Avenue
Address

Alameda, CA 94501
City, State & Zip Code

State the Contractor's policy/bond is primary insurance to any other insurance available to CITY with respect to any claim arising out of this contract.

Contractor is responsible for payment of insurance deductibles.

Insurance companies must be acceptable to the City of Alameda.

REQUIRED COVERAGES - Where "X" Appears in Box CERTIFICATES OF INSURANCE

X 1. Workers' Compensation

Insurance Company(s)

- A. Statutory Compensation coverage
B. Employer's liability insurance
 with limit not less than \$100,000
 per occurrence.

Policy Number(s), Policy Period (dates)

Signature of Individual authorized by Insurance
Company to bind Company to coverage shown, and
above endorsement requirements.

Name

Address

City, State & Zip Code

X 2. Comprehensive General Liability

Insurance Company(s)

- A. Minimum Limits of Liability:
 \$1,000,000 per occurrence combined
 single limit bodily injury and
 property damage.

Policy Number(s), Policy Period (dates)

- B. Coverages:

Signature of Individual authorized by
Insurance Company to bind Company to
coverage shown, and above endorsement
requirements.

X Bodily Injury

X Property Damage

X Blanket Contractual

___ Products/Completed Operations

___ Broad Form Property Damage

___ Fire Damage Legal Liability

- C. Deductible not to exceed \$5,000 per
 occurrence

Name

Address

City, State & Zip Code

X D. Cross Liability or Severability
of Interests clause in policy

E. Occurrence Form ____ Claims Made Form ____

F. If claims made, please complete the following:
Coverage for all prior acts? _____

If prior acts coverage is restricted, advise retroactive date of coverage.

Extended discovery provision: If Insurance Company cancels, how long is period of
extended discovery? _____

If Contractee cancels, how long is optional coverage for extended discovery?

Percentage of annual premium cost to purchase the extended discovery?

A certified copy of the Claims Made form must be provided.

It will be a requirement of the County that Coverage for the period of the contract will be
maintained for a period of no less than five years after the expiration of the contract. If
coverage for five years is not available, a shorter term may be negotiated.

X. 3. Comprehensive Automobile Liability

____ A. Minimum Limits of Liability:
\$1,000,000 per occurrence combined
single limit bodily injury and property
damage.

Insurance Company(s)

Policy Number(s), Policy Period(dates)

____ B. Coverages:

Signature of Individual authorized by
insurance Company to bind Company
to coverage shown, and above endorse-
ment requirements.

X Owned Automobiles, if any

X Non-owned automobiles

X Hired Automobiles

____ Cross Liability or Severability
of Interests clause in policy

Name

Address

City, State & Zip Code

____ 4. Professional Liability

Insurance Company(s)

- ____ A. For professional employees licensed as a condition of employment at the beginning of contract term or hired during the contract term, insuring against error or omission in rendering or failing to render professional service.

Policy Number(s), Policy Period (dates)

Signature of Individual authorized by Insurance Company to bind Company to coverage shown and above endorsement requirements.

Coverage shall continue for a minimum of five years.

1. Minimum Limits of Liability:
\$1,000,000 per claim
2. Deductible not to exceed \$5,000 per claim
3. Five years extended discovery.
If this coverage is not provided, this statement should be part of insurance clause of contract:
"Contractor shall procure and maintain professional liability coverage for five years."

Name

Address

City, State & Zip Code

- ____ B. Cross Liability or Severability of Interests Clause in Policy.
- ____ C. Contractor certifies there are no licensed or certified professional employees at contract effective date and will notify County and comply with this professional liability insurance provision if professional employees are hired during contract term.

Signature

___ 5. Bonds/Crime Insurance

Insurance Company(s)

___ A. Fidelity Insurance Bond

1. Faithful Performance
Coverage of all
officials, agents and
employees with access
to funds received by the
Contractor.

Policy Number(s), Policy Period (dates)

Signature of Individual

authorized by Insurance

2. Limits shall at least be
equal to maximum County
Funds in contractor's
possession or control during

Company to bind Company to coverage shown,
and above endorsement requirements.

contract term.

___ B. Money and Securities Policy

1. Insurance against the
disappearance,
destruction or wrongful
abstraction of funds on
and off premises of contractor.
2. Limits shall be at least
equal to maximum County
funds in contractor's possession
or control during contract term.

Name

Address

City, State & Zip Code

___ 6. Other (Describe Below)

Insurance Company(s)

Policy Number(s), Policy Period (dates)

Signature of Individual authorized by Insurance
Company to bind Company to coverage shown, and
above endorsement requirements.

Name

Address

City, State & Zip Code

___ 7. Self-Insurance

Contractors self-insured for any risks shown in the previous sections shall attach to contract evidence satisfactory to County of Contractors financial ability (such as a current financial statement) to respond to losses in amounts shown above, for each risk self-insured. Contractor shall complete and sign the following statement and attach to contract.

The Contractor is self-insured for the following coverages with respect to this contract.

REQUIRED COVERAGES - Where "X" Appears in Box

CERTIFICATES OF INSURANCE

___ Workers' Compensation

___ Comprehensive General Liability to the limit of \$_____

___ Bodily injury

___ Property damage

___ Blanket Contractual

___ Personal injury

___ Products/completed operations

___ Fire damage legal liability

___ Comprehensive Auto Liability to the limit of \$_____

EXHIBIT E

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

PURPOSE

To insure that to the greatest extent feasible, projects financed by the City of Alameda HOME Program provide business and employment opportunities for businesses in the City of Alameda.

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

1. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. Contractor will certify that any vacant employment positions, including training positions, that are filled (a) after the contractor is selected but not before the contract is executed, and (b) with persons other than those to whom the regulations of 24 CFR part 135 require

employment opportunities be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (a) preference and opportunities for training and employment shall be given to Indians, and (b) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 EMPLOYMENT PLAN

NAME OF CONTRACTOR:

Services to be Provided:

Contract Amount: \$

The following work force is anticipated to be necessary to satisfactorily complete this work:

Job Classifications

Existing Work Force

Anticipated New Hires

Contractor agrees to undertake a good faith effort to comply with all of the provisions of Section 3 of the Housing and Urban Development Act of 1968.

☐ Contract amount does not exceed Section 3 dollar threshold. Section 3 requirements do not apply.

☐ Contract does not include housing rehabilitation, housing construction or other public construction. Section 3 requirements do not apply.

Contractor

By:

Date

EXHIBIT F

PROPERTY MANAGEMENT STANDARDS

1. This Exhibit prescribes uniform standards governing the utilization and disposition of property furnished by the federal government or acquired in whole or in part with federal funds by state and local governments. Federal grantor agencies shall require state and local governments to observe these standards under grants from the federal government and shall not impose additional requirements unless specifically required by federal law. The grantees shall be authorized to use their own property management standards and procedures as long as the provisions of this attachment are included.
2. The following definitions apply for the purpose of this attachment:
 - a. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
 - b. Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
 - c. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
 - d. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
 - e. Excess property. Excess property means property under the control of any federal agency which, as determined by the head thereof, is no longer required for its needs.
3. Each federal grantor agency shall prescribe requirements for grantees concerning the use of real property funded partly or wholly by the federal government. Unless otherwise provided by statute, such requirements, as a minimum, shall contain the following:
 - a. The grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The grantee shall obtain approval by the grantor agency for the use of the real property in other projects when the grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other federal

grant programs, or programs that have purposes consistent with those authorized for support by the grantor.

- c. When the real property is no longer needed as provided in subparagraphs (a) and (b) above, the grantee shall return all real property furnished or purchased wholly with federal grant funds to the control of the federal grantor agency. In the case of property purchased in part with federal grant funds, the grantee may be permitted to take title to the federal interest therein upon compensating the federal government for its fair share of the property. The federal share of the property shall be the amount computed by applying the percentage of the federal participation in the total cost of the grant program for which the property was acquired to the current fair market value of the property.
4. Standards and procedures governing ownership, use, and disposition of nonexpendable personal property furnished by the federal government or acquired with federal funds are set forth below:
- a. Nonexpendable personal property acquired with federal funds. When nonexpendable personal property is acquired by a grantee wholly or in part with federal funds, title will not be taken by the federal government except as provided in subparagraph 4(a)(4) below, but shall be vested in the grantee subject to the following restrictions on use and disposition of the property:
 - (1) The grantee shall retain the property acquired with federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall use the property in connection with other federal grants it has received in the following order of priority:
 - (a) Other grants of the same federal grantor agency needing the property.
 - (b) Grants of other federal agencies needing the property.
 - (2) When the grantee no longer has need for the property in any of its federal grant programs, the property may be used for its own official activities in accordance with the following standards:
 - (a) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The grantee may use the property for its own official activities without reimbursement to the federal government or sell the property and retain the proceeds.
 - (b) All other nonexpendable property. The grantee may retain the property for its own use provided that a fair compensation is made to the original

grantor agency for the latter's share of the property. The amount of compensation shall be computed by applying the percentage of federal participation in the grant program to the current fair market value of the property.

(3) If the grantee has no need for the property, disposition of the property shall be made as follows:

(a) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of subparagraph 4(a)(2)(a) above, the grantee shall sell the property and reimburse the federal grantor agency an amount which is computed in accordance with subparagraph (iii) below.

(b) Nonexpendable property with an acquisition cost of over \$1,000. The grantee shall request disposition instructions from the grantor agency. The federal agency shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration (GSA) by the federal agency to determine whether a requirement for the property exists in other federal agencies. The federal grantor agency shall issue instructions to the grantee within 120 days and the following procedures shall govern:

(i) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.

(ii) If the grantee is instructed to otherwise dispose of the property, it shall be reimbursed by the federal grantor agency for such costs incurred in its disposition.

(iii) If disposition instructions are not issued within 120 days after reporting, the grantee shall sell the property and reimburse the federal grantor agency an amount which is computed by applying the percentage of federal participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain \$100 or ten percent (10%) of the proceeds, whichever is greater, for the grantee's selling and handling expense.

(4) Where the grantor agency determines that property with an acquisition cost of \$1,000 or more and financed solely with federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:

(a) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee.

(b) The grantor agency shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If the grantor agency fails to issue disposition instructions within 120 days, the grantee shall apply the standards of subparagraphs 4(a)(1), 4(a)(2)(b) and 4(a)(3)(b) above.

- b. Federally-owned nonexpendable personal property. Unless statutory authority to transfer title has been granted to an agency, title to federally-owned property (property to which the federal government retains title including excess property made available by the federal grantor agencies to grantees) remains vested by law in the federal government. Upon termination of the grant or need for the property, such property shall be reported to the grantor agency for further agency utilization or, if appropriate, for reporting to GSA for other federal agency utilization. Appropriate disposition instructions will be issued to the grantee after completion of federal agency review.
5. The grantees' property management standards for nonexpendable personal property shall also include the following procedural requirements:
- a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share.
 - b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
 - c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

- d. Adequate maintenance procedures shall be implemented to keep the property in good condition.
 - e. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.
- 6. When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any federal grant purposes, the grantee may retain the property or sell the property as long as he compensates the federal government for its share in the cost. The amount of compensation shall be computed in accordance with subparagraph 4(a)(2)(b) above.
- 7. Specified standards for control of intangible property are provided as follows:
 - a. If any program produces patentable items, patent rights, processes, or inventions, in the course of work aided by a Federal grant, such fact shall be promptly and fully reported to the grantor agency. Unless there is prior agreement between the grantee and grantor on disposition of such items, the grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery -- including rights under any patent issued thereon -- shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).
 - b. Where the grant results in a book or copyrightable material, the author or grantee is free to copyright the work, but the Federal grantor agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.